

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

**Discussion Items**

1. November 3, 2015 Election Advisory Measure – Placing Ban on Fireworks Discussion

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

2. Approval of the November 2, 2015 Marysville City Council Work Session Meeting Minutes

3. Approval of the November 9, 2015 Marysville City Council and Marysville School Board Joint Meeting Minutes.

4. Approval of the November 9, 2015 Marysville City Council Meeting Minutes

5. Approval of the November 23, 2015 Marysville City Council Meeting Minutes

**Consent**

6. Consider Approval of the November 18, 2015 Claims in the Amount of \$638,671.82; Paid by Check Numbers 104042 through 104193 with Check Number 100924 Voided

7. Consider Approval of the November 25, 2015 Claims in the Amount of \$1,799,351.60; Paid by Check Numbers 104194 through 104373 with Check Number 104131 Voided

8. Consider Approve of the December 2, 2015 Claims in the Amount of \$669,160.21; Paid by Check Numbers 104374 through 104497 with No Checks Voided

9. Consider Approval of the November 20, 2015 Payroll in the Amount \$900,636.98; Paid by Check Numbers 29515 through 29547

**Review Bids**

**Public Hearings**

*Work Sessions are for City Council study and orientation – Public Input will be received at the December 14, 2015 City Council meeting.*

**Marysville City Council Work Session****December 7, 2015****7:00 p.m.****City Hall****New Business**

10. Consider the Professional Services Agreement Supplement No. 1 with RH2 Engineering, Inc. for the Water Comprehensive Plan Update
11. Consider the Grant Agreement with the Department of Ecology Allowing the City to Receive \$50,000.00 in Grant Funding
12. Consider the Grant Agreement with the Department of Ecology Allowing the City to Receive \$296,564.25 in Grant Funding
13. Consider the Copiers Northwest and Wells Fargo Leasing Agreement for Five Multifunction Copiers
14. Consider a **Resolution** Adopting a Policy for the Investment of City Funds

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

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

**Adjourn**

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

# *Index #1*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 12/7/15**

|   |                           |
|---|---------------------------|
| <b>AGENDA ITEM:</b><br>Fireworks Committee                            |                           |
| <b>PREPARED BY:</b><br>Gloria Hirashima, Chief Administrative Officer | <b>DIRECTOR APPROVAL:</b> |
| <b>DEPARTMENT:</b><br>Executive                                       |                           |
| <b>ATTACHMENTS:</b>   |                           |
| <b>BUDGET CODE:</b>   | <b>AMOUNT:</b>            |

**SUMMARY:**

The City Council placed an advisory measure on the November 3, 2015 election ballot regarding a ban on fireworks. The measure, called Proposition 1, passed with 59.24% votes in favor of a fireworks ban, and 40.76% against. Council asked that the subject be placed on the agenda for discussion.

Any action of the Council to ban fireworks would not take effect until at least one year following passage of an ordinance. Currently, firework sales are allowed between June 28 through July 4. Fireworks can be set off between 9 a.m. and 11 p.m. July 4, as well as New Year’s Eve.

|  |
|--|
| <b>RECOMMENDED ACTION:</b>   |
| Council direction on whether an ordinance should be drafted by the City Attorney placing a ban on fireworks. |

# *Index #2*

COUNCIL



MINUTES

**Work Session**  
November 2, 2015

**Call to Order / Pledge of Allegiance**

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

**Roll Call**

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

**Mayor:** Jon Nehring

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

**Absent:** None

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Commander Goldman, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, and Recording Secretary Laurie Hugdahl.

**Approval of the Agenda**

Mayor Nehring requested that Council consider waiving normal work session rules to take action on items 14 and 15.

**Motion** made by Councilmember Muller, seconded by Councilmember Wright, to approve the agenda and to waive normal work session rules to allow potential action items 14 and 15. **Motion** passed unanimously (7-0).

**Committee Reports**

Donna Wright reported that the LEOFF 1 Committee met and approved five claims.

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

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

### Consent

2. Consider the October 20, 2015 Payroll in the Amount of \$911,039.75; Paid by Check Numbers 29341 through 29370
3. Consider the October 28, 2015 Retro Payroll in the Amount of \$165,489.37; Paid by Check Numbers 29371 through 29481
4. Consider the October 21, 2015 Claims in the amount of \$1,025,981.84; Paid by Check Numbers 103390 through 103566 with No Checks Voided

### Review Bids

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

Director Nielsen explained it is time to redo the cathodic protection contract. There were no comments or questions.

### Public Hearings

6. Hearing Concerning the Assumption of the Rights, Powers, Immunities, Functions, and Obligations of the Marysville Transportation Benefit District (will be held November 9, 2015) An **Ordinance** of the City Council of the City of Marysville, Washington Assuming the Rights, Powers, Immunities, Functions, and Obligations of the Marysville Transportation Benefit District, as Authorized by Sections 301 through 307 of Chapter 44 Laws of 2015 3<sup>rd</sup> Special Session

City Attorney Walker explained that next week the Council would be holding a hearing regarding the Council assuming the responsibilities of the TBD with consideration of an ordinance to follow.

### Action Item

14. An **Ordinance** Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and other Property for the Purpose of Widening 1<sup>st</sup> Street

CAO Hirashima explained that the City is working on some transportation improvements for the 1<sup>st</sup> Street bypass and is requesting that Council consider approval of this ordinance in the event that the City is unable to negotiate sales.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve Ordinance No. 3004. **Motion** passed unanimously (7-0).

15. An **Ordinance** Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and other Property for the Purpose of Widening 47th Avenue

CAO Hirashima explained this also involves the bypass, but relates to a later phase of it.

**Motion** made by Councilmember Wright, seconded by Councilmember Norton, to approve Ordinance No. 3005. **Motion** passed unanimously (7-0).

### **New Business**

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

Director Nielsen explained this is for design work to reconstruct the headworks out to 20 MGD.

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

Commander Goldman explained the MOU is for the two current resource officers in the schools. This would apply to the next three years. The school district has indicated they would help with the cost of the two resource officers for a total of three years.

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

Commander Goldman explained that the COPS grant would help pay for three school resource officer for three years. This would allow the City to provide a total of five school resource officers inside the school district.

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

CAO Hirashima explained the Committee reviewed the proposals and recommended funding of four of them plus the majority of the fifth one.

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



City Attorney Walker explained this is aimed at residences that don't have water or sewer service. The reason is there are people who are moving into foreclosed or abandoned homes and are living there without water or sewer. These people often also have interactions with the police department. This will allow the City to deem those houses unfit to be occupied. Anyone occupying the house after it is deemed to not have water or sewer will be charged with a misdemeanor followed by a civil infraction if they do not leave the premises.

Community Development Director Koenig added that lenders who are not responsive are one of the big issues. While many banks respond, a lot do not. In those cases this would allow the City to secure the property. It is generally complaint-driven by neighbors who are concerned about the properties.

Councilmember Wright commented that in some places occupants are going in and turning on water illegally. City Attorney Walker explained this would come to the attention of the City if the bill is not being paid. Director Langdon explained how staff follows up with this.

Councilmember Vaughan asked how this would affect voluntary shutoffs for people who are out of town for a certain period of time. Sandy Langdon explained that this is handled differently for snowbirds.

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

Director Ballew stated that Parks received an anonymous gift of \$2500 to be used for youth scholarships. This item is for a resolution accepting that gift.

## Legal

### Mayor's Business

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

### Staff Business

Jim Ballew:

- The new Recreation Cultural Arts Coordinator started today. He is very excited about this position.
- Dr. Becky Bird will be the Grand Marshal for the Marysville for the Holidays Parade.
- The farmers market would like to come back next year at the same location. He was informed that stats for the farmers market were very good.
- Snohomish Health District is very excited about the vaping policy and has offered to provide 40 signs for city parks.

- He distributed a picture of a sign installed at the roundabout at SR9 and 84<sup>th</sup>. This was partially paid for by a Snohomish County Tourism Grant.

Sandy Langdon had no comments.

Dave Koenig had no additional comments.

Kevin Nielsen:

- He stated there would be a Public Works Committee meeting this Friday. He and Finance Director Langdon will be discussing the utility rate model and low impact development.
- He reported that there were no flooding issues associated with the storm over the weekend except one construction site, but the contractor took care of that.
- He reminded everyone that temperatures are dropping, and it is time to winterize homes.

Jeff Goldman:

- Operation Northern Lights is doing well. There is a very low quantity of calls up there.
- Operation Southern Comfort is averaging about 12 calls a day. However, it is important to note that 40% of those calls are 911 calls while 60% are officer-generated calls. As long as the police continue to stay on top of the situation this could be a very successful operation.

Gloria Hirashima stated the need for an Executive Session involving the acquisition of real estate for five minutes with action following.

### **Call on Councilmembers**

Michael Stevens commented on his dislike of Daylight Savings Time.

Rob Toyer had no comments.

Kamille Norton had no comments.

Donna Wright commented that the crossing lights on Grove Street are great.

Jeff Seibert had no comments.

Steve Muller had no comments.

Jeff Vaughan had no comments.

Council recessed at 7:28 and reconvened into Exec Session from 7:30 to 7:35.

### **Executive Session**

**A. Litigation**

**B. Personnel**

**C. Real Estate – Two items, RCW 42.30.110(1)(c)**

Council reconvened the regular meeting at 7:35 p.m.

**Motion** made by Councilmember Muller, seconded by Councilmember Toyer, to authorize the Mayor to sign the Purchase and Sale Agreement for the property commonly known 1632 1<sup>st</sup> for the purchase price of \$325,000. **Motion** passed unanimously (7-0).

**Motion** made by Councilmember Muller, seconded by Councilmember Wright, to authorize the Mayor to sign the Purchase and Sale Agreement for the property commonly known as 6032 47<sup>th</sup> Ave NE for the purchase price of \$212,000. **Motion** passed unanimously (7-0).

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 7:38 p.m.

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

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

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

# *Index #3*

COUNCILMINUTES

**MARYSVILLE CITY COUNCIL & MARYSVILLE SCHOOL BOARD  
JOINT WORK SESSION  
November 9, 2015  
5:00 – 6:30 p.m. - Marysville City Hall**

**CALL TO ORDER**

*Dinner was served from 5:00 to 5:15 p.m.* The Joint Work Session of the Marysville City Council and the Marysville School District was called to order by Mayor Jon Nehring at 5:15 p.m. at the Marysville City Hall.

**ATTENDANCE**

**Mayor** Jon Nehring

**Council:** Steve Muller, Kamille Norton, Michael Stevens, Jeff Vaughan, Donna Wright

**Staff:** Gloria Hirashima, Chief Administrative Officer; Sandy Langdon, Finance Director

**School District:** Dr. Becky Berg, School District Superintendent; Chris Nation, Board Vice President; Tom Albright, Board President; Mariana Maksimos, Board Member; Pete Lundberg, Board Member

**Absent:** Councilmembers: Jeff Seibert, Rob Toyer

**City Update**

Mayor Nehring welcomed everyone to the meeting. Mayor Nehring expressed appreciation for the City's positive relationship with the Marysville School District. He also expressed appreciation for the work the School District does educating Marysville's kids. He thanked them for their service.

The City is watching the Washington State University program over in Everett. Mayor Nehring recalled that Marysville had the concept of having a branch campus in north Marysville several years ago. That didn't happen, but this is the next best thing. This is an important event for Marysville and for all north County. He commented how this is filling a huge need for the people in our community for education and training for higher

paying jobs. The Amtech training center is filling another need for training that can be achieved in a shorter timeframe. Mayor Nehring stressed the need to have the message get to our kids that these opportunities are available close to home. Downtown revitalization efforts are coming along nicely. The Qwuloolt project was successful and progressing well. The City is now moving into the ecotourism phase of that project including a trail around the natural preserve. The City is still working hard in the north end to get a Manufacturing Industrial Center designation with Arlington. He reviewed successes the City has had in this effort.

### **Youth Services Unit/School Resources Officers**

Mayor Nehring commented that the City was very pleased with the grant received for the SRO. He is confident that this will help address issues in school in a proactive as well as reactive fashion. The grant funds one of the three officers. The City pays for the other two. It makes it so vital that the school district has indicated they would pay for two SRO's. This allows there to be a good five-member SRO unit.

### **Technology Plan Progress**

Supt. Berg thanked the City for hosting the meeting. She congratulated councilmembers on their re-elections. Regarding STEM, the district is in the middle of teaching code.org to K-5 students. Associated Press came out last week to do a story on the schools teaching of code.

Supt. Berg distributed a Technology Update from Scott Beebe, Chief Technology Officer, showing a dramatic increase in the use of digital tools over the past three months. She commented that kids are heavily involved with using Chromebooks. At first it was mainly for Facebook, but that use has dropped dramatically. Teachers are adjusting as well to using the technology for planning and instruction. All of the Chromebooks will be deployed by Thanksgiving.

School Board VP Chris Nation explained that the District's phone system was also very outdated, but has also been upgraded.

### **Recovery Status**

Supt. Berg thanked the City for its leadership and planning on the October 24 remembrance event. She especially expressed appreciation for Tara Mizell's extreme dedication and efforts. She commended Ms. Mizell for being a selfless leader throughout the process. Supt. Berg stated that the remembrance event felt like the right thing to happen. She noted that there are still 3,000 extra bulbs that need to be planted. She acknowledged Rotary for putting 5,000 holes in the ground.

Supt. Berg stated that she, the Director of Counseling Services, and the Assistant Superintendent travelled to Roseburg College in Oregon to provide support with the impacts of a recent mass shooting there. The School District tried to give the leadership

there as much support and tangible tips as possible, but it was a very difficult situation. She expressed appreciation for the City's leadership in dealing with the difficult situation.

### **Bond Discussion**

She explained that there is a Citizens Advisory Committee that has been going since last year with about 40 members. It is a very diverse group. The School Board is serving only as technical advisors; there is a consultant managing the Committee. She spoke to the importance of getting a sense of the will of the community. The Committee's last meeting will be November 17, which is the same night as the *Paper Tiger* showing. Hopefully they will have a recommendation for the Board about the upcoming election by the end of that meeting. Members of the Committee have stated they feel very involved and included in the process. Board Member Lundberg stressed that the School District didn't have a preconceived idea about what the results would be. The group did tours of all the buildings throughout the district, and there were a lot of passionate opinions.

### **Round Table**

- Board President Albright expressed appreciation for the City's help with the crisis support grant which will benefit both the schools and the City.
- Board Member Lundberg expressed appreciation for how well the District, the Board, the City, and the Tribes have worked together. It is about as good as it could be. He then asked what is going on with the waterfront area and if the City is buying additional land there. Mayor Nehring explained the City owns a good chunk of land there right now and is looking into the status of acquiring more. He explained that the vision is to transform the area with public projects to ultimately spur private investment. They are starting to see this happen a little bit. The goal is to have a more vibrant and walkable downtown. The City is intentionally trying to do something positive with that area.
- CAO Hirashima stated that the waterfront area has the potential to transform the entire community. The City hired a waterfront consultant to help with brainstorming and planning. The City is trying to complete the assembly of the area off of 3rd Street. The 528 interchange opens the opportunity of creating a different gateway for Marysville. This could recreate the image of entering Marysville. The consultant is looking at how those gateways and waterfront areas can be maximized. They are looking at how the waterfront can bridge the neighborhoods. Board Member Lundberg commented on the great opportunity for kayaking in that area.
- Council President Vaughan noted there is a great connection between the schools and what is happening out in the estuary right now. The children will be able to observe different species return to the area the way they did many years

ago. It is really a living laboratory. He noted that children in the Nisqually Delta area are able to travel to a learning center to observe the changes that have happened since the dike breach. In Marysville there are many streams that travel by the kids' schools that connect to the estuary. This is a great learning opportunity for the community on the interconnectedness of the environment. He is very excited about the whole project.

- Councilmember Donna Wright commented how waterways used to be the major mode of transportation. She noted that the waterways connect Marysville with Everett, Snohomish, and Tulalip. She suggested that water taxis could be a mode of transportation for the future when the roads get too crowded. She also noted that there are historical things still out in the area such as remnants from logging.
- School Board Member Lundberg noted that the waterfront project is a great one to promote a healthy community. He commented how he noticed more people outdoors last year jogging and walking than ever before. He imagines the improved waterfront will only increase this.
- School Board VP Nation expressed appreciation to the Parks Department for providing so many after school programs for kids. This is extremely valuable for kids and parents. He then asked about plans to improve the traffic flow of 88<sup>th</sup> and that area. Mayor Nehring commented that 88<sup>th</sup> is one of the City's biggest challenges because of the proximity to cemetery as well as other factors. The City is looking at a right-hand drop lane. The transportation package includes some money for 88<sup>th</sup> to do improvements. He hopes that the interchanges and other changes in the south may positively impact that situation.
- School Board President Albright commented that improvements to 51<sup>st</sup> have made a huge difference.
- School Board VP Nation stated that the Board passed a resolution regarding the oil and coal trains going through town. The Board is pushing to keep as few as possible of those going through the community. Mayor Nehring commented that the Council is in agreement; they passed a resolution a number of years ago on that. Additionally, Mayor Nehring is serving on a statewide committee regarding this topic with AWC. He noted this is a huge issue, but the main emphasis is on safety of the citizens. School Board VP Nation concurred and expressed concern about the potential for explosions and derailments, especially since there are a lot of schools in the proximity of the train tracks.
- School Board VP Nation suggested the possibility of the District, the Board, and the Tribes all meeting in the same room. As they move forward he thinks it is important to address cultural awareness in the community. There are many different cultures in the community.



- School Board Member Maksimos said she is excited about the improvements on State Avenue which improve traffic flow. Supt. Berg expressed appreciation for the Sunnyside improvements. Mayor Nehring commended the TBD for starting the process in August before the funding was even received.
- Council President Vaughan addressed the advisory vote on fireworks. The Council will be taking the citizens' opinion into account. The Council has concerns about city property, as well as schools, being hit by fireworks. Regardless of what happens with an ordinance, the City will continue to do things to address the impacts the City. Because of the way state law is written, if a ban was written today it couldn't go into effect until 2017. There is a one-year lag time. Additionally, realistically, you are not going to see fireworks end the first year it goes into effect, but it is a process that improves over the years. He commented that the City is pretty unique with its proximity to Tulalip.
- Councilmember Stevens commented on the possibility of school district bonds for the community. He thinks this is something the community has needed and desired for a long time. He is eager to see how the message comes out. He is pleased to see Totem on the list. He commented that the location of Totem really has the potential to create a great civic presence along State Avenue. He expressed appreciation for the technical update document. He stated that this is really a success document for the school district and needs to be shared with the community. He thanked the school district for what they are doing for the community.
- CAO Hirashima let everyone know that the City is actively bumping up its emergency management planning and training. Part of what they are doing is more community participation, cert training and emergency response training. The response has been overwhelming. There is apparently a huge need in the community for this kind of training. There will be a citywide oil train drill next spring. The City is going to be leasing the opera house for the next year and will be promoting arts and cultural arts in the community. They hope to work with the school district to boost opportunities for the community.
- Councilmember Donna Wright said she just returned from the National League of Cities meeting in Nashville. The City has completely redeveloped its downtown area in the last 13 areas. She expressed appreciation for the group's focus on youth and education. She stated that at the national level they are looking at how trains are affecting the cities. She stressed the importance of local leadership for making real change. She commented that the future looks bright.
- Councilmember Norton thanked the District for reaching out to the community for feedback on the Thought Exchange. Regarding arts and music, she is a big proponent of music education for kids and the whole community. She expressed appreciation about the future of music at Getchell. She applauded the district for hiring a full time music teacher. She asked about possibly providing flexibility in

scheduling to allow for a wind ensemble an elite group at Getchell. She believes this would be a successful venture. Supt. Berg said this is part of a continuing discussion about how a great concept like an SLC evolves throughout the years. She thinks they will have discussions in the future about crossovers in music. She emphasized that she is also a very strong proponent of music education.

- Board VP Nation explained the District is working to manage challenging requirements from the State Department of Education and how they can best serve the whole child. The Board agrees that they want vibrant programs in the schools as well, but they struggle with how to do that and still manage the other responsibilities. Supt. Berg noted that they have added choir in the middle schools to fill the gap between elementary and high schools. Councilmember Norton thanked the district for the great work they do.
- Mayor Nehring expressed appreciation for incremental changes for starting times at Getchell. He asked about the nationwide debate regarding start times. Supt. Berg expressed appreciation for the feedback. She noted that research has come out about the teen brain and the importance of sleep. She commented that it is complicated changing school schedules because of all the impact of other schedules, especially sports.
- Board VP Nation explained that the juniors in the district were able to go on a tour of the community college campus and Amtech for the Opportunity Expo. It was eye opening for the kids to see the opportunities around them. Donna Wright commented that the focus on vocational education has deteriorated over the years. She recommended ramping up community participation in the advisory committees again. Board VP Nation explained that the District is trying to expand the CTE programs into middle schools to give them opportunities instead of waiting until high school. Hopefully this will intrigue and engage them as they continue to move up into higher levels. Supt. Berg added that they are trying to offer more high school credits in middle school to help ease pressure in high school.
- Mayor Nehring commended Mr. Christopher's TV3 program and commented they are picking topics that are very relevant and important. There will be a great connection with the TV program and the communications program at WSU in Everett.
- Supt. Berg expressed appreciation for the City's leadership.

**Adjournment**

Seeing no further business, Mayor Nehring adjourned the meeting at 6:30 p.m.

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

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

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

# *Index #4*

COUNCIL*DRAFT*  
MINUTES**Regular Meeting**

November 9, 2015

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Steve Swanson of Vital Signs Ministry gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

**Roll Call**

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

**Mayor:** Jon Nehring

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

**Absent:** None

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

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

**Committee Reports**

Jeff Seibert reported on the November 6 **Public Works Committee** meeting where they discussed the following:

- There was a presentation on Low Impact Development for stormwater as part of the NPDES permit. The schedule is to have code revisions reviewed and acted upon by December 2016.
- They also discussed the utility rate study. Staff is going to be recommending staying at the 2% rate increase per year. Part of the benefit of that is the City won't have to bond for any of its capital projects in the future.

- The City will pay off the last of its current bond debt in 2028.

Jeff Seibert reported on the November 4 **Snohomish County Solid Waste Advisory Committee** meeting where the following items were discussed:

- On November 19 they will start construction of the North County Transfer Station. There will be a three-day closure at the end of February/beginning of March. After November 19, they will only be accepting garbage, and not any hazardous waste.
- There was discussion about Cascade Rising which is a disaster preparedness exercise which will be happening in June.

Donna Wright reported on the October 28 **Public Safety Committee** meeting where they had some very good reports:

- Operation Northern Lights has met with businesses and residents to promote better security for both the businesses and shoppers.
- Operation Southern Comfort is busy talking to those that are unlawfully camping and trespassing there. The NITE Team has seen dramatic results over the year.
- With the COPS grant they are hiring three new SROs for the schools. This is a positive move for the communities.
- The property is being coded so it can be tracked better.
- The New World countywide community system is finally up and running.
- She stated the City has a great police department and they are doing a wonderful job for the City.

## **Presentations**

### A. Volunteer of the Month

Aletta Joiner was recognized as Volunteer of the Month for the month of November for her dedication to giving back to the Marysville community.

### B. Marysville Pride Awards

Mayor Nehring announced the following Marysville Pride Awards:

- Best residential location: Chuck and Audrey Pilon, 6527 Armar Road
- Best business (curb appeal): Vinaccio Coffee/Allen Creek Crossing complex, 4711 64th St. NE
- Mayor's choice: Coastal Community Bank, 319 State Ave.

**Audience Participation**

*Councilmember Muller recused himself.*

Ken Cage, 1269 Beach Ave, Marysville, WA, spoke on behalf of the Marysville Historical Society with a request for the City to invest \$50,000 as a donation to the completion of the Marysville Historical Society/Marysville Rotary Club Museum-Town Hall project.

*Councilmember Muller returned to the meeting.*

Scott Davis, 8021 State Avenue, Marysville, WA, stated he purchased the building on State Avenue two years ago, but the location has been a struggle ever since. He regularly finds garbage, stolen items, and needles around his office. Additionally the covered bus stops near his office serve as overnight camp sites for homeless people. He is concerned about his and his employees' safety. He stated that he calls 911 a couple times a month. He requested that something be done with those stops.

Chief Smith stated he is familiar with the area mentioned by Mr. Davis and will have someone contact him.

**Approval of Minutes**

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

**Motion** made by Councilmember Norton, seconded by Councilmember Muller, to approve the October 12, 2015 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

**Consent**

2. Consider Approval of the October 20, 2015 Payroll in the Amount of \$911,039.75; Paid by Check Numbers 29341 through 29370
3. Consider Approval of the October 28, 2015 Retro Payroll in the Amount of \$165,489.37; Paid by Check Numbers 29371 through 29481
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7. Consider Approval of the Professional Services Agreement in the amount of \$529,941.00 with BHC Consultants, LLC for Professional Design Services to Upgrade the Wastewater Treatment Plant's Headworks

*DRAFT*

8. Consider Approval of the Memorandum of Understanding with the Marysville School District for Funding Ten Months Salary for Two Assigned School Resource Officers Salaries Inclusive of 9/1/15 and 6/30/18 School Terms
9. Consider Awarding the Community Oriented Policing (COPS) Grant Funds Regarding the Marysville School District for having School Resource Officers in their Schools
10. Consider Approval of the Community Beautification Program Grant Review Committee's Recommendation to Award Funding
16. Consider Approval of the October 28, 2015 Claims in the Amount of \$531,828.25; Paid by Check Number 103567 through 103740 with Check Numbers 78405, 78684, 78881, 78926, 79585, 79593, 80916, 81484, 81709, 81723, 81792, 84040, 84275, 84545, 85063, 85549, 85610, 86185, 86494, 86910, 86945, 87564, 87590, 87634, 87738, 88124, 88285, 89095, 89324, 90434, 90996, 91070, 91138, 92450, 92864 & 93018 Voided

**Motion** made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve Consent Agenda items 2-4, 7-10, and 16. **Motion** passed unanimously (7-0).

### **Review Bids**

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

Director Nielsen stated there was no additional information from staff.

Councilmember Norton asked how often this sort of thing has to happen. Director Nielsen explained it generally depends on the soil conditions. It has been 20 years since it has been done in this location.

**Motion** made by Councilmember Muller, seconded by Councilmember Norton, to award the JOA Pipeline Cathodic Protection Contract with SRV Construction, Inc. in the Amount of \$125,483.39 including Washington State Sales Tax and Approve a Management Reserve of \$6,500.00 for a Total Allocation of \$131,983.39. **Motion** passed unanimously (7-0).

### **Public Hearings**

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

City Attorney Walker stated that this is an opportunity for the Council to consider whether or not the Council should assume the rights, powers, immunities, functions and



*DRAFT*

obligations of the Transportation Benefit District. CAO Hirashima stated that WCIA ran an informal survey of cities that were contemplating this because they require the City to have two separate insurance policies. Currently the City pays \$2500 for the separate policy.

The public hearing was opened at 7:37 p.m. Seeing no comments, the hearing was closed at 7:37 p.m.

#### Council Questions:

Councilmember Seibert asked if the TBD money would be kept separate from other money. Finance Director Langdon replied that it would continue to be held in a special fund segregated from the rest of the General Fund money.

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

**Motion** made by Councilmember Toyer, seconded by Councilmember Wright, to adopt Ordinance No. 3006. **Motion** passed unanimously (7-0).

#### New Business

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

City Attorney Walker commented this was discussed at the work session last week. It would clarify that running water and sewer service are required for healthful living in any residence. If those aren't provided, after 14 days, no one would be permitted to reside there until the proper service was restored.

**Motion** made by Councilmember Seibert, seconded by Councilmember Vaughan, to approve Ordinance No. 3007. **Motion** passed unanimously (7-0).

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

Director Ballew stated there was no additional information since last week.

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to approve Resolution No. 2384. **Motion** passed unanimously (7-0).

#### Legal

**Mayor's Business**

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

**Motion** made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve the reappointment of Jodi Condyles to the Parks and Recreation Board.

**Motion** passed unanimously (7-0).

**Motion** made by Councilmember Norton, seconded by Councilmember Muller, to approve the reappointment of Gayle Bluhm to the Parks and Recreation Board. **Motion** passed unanimously (7-0).

*Other Mayor's Business:*

- Thanks to the Boy Scouts in attendance.
- 5,000 pounds of food and over \$1000 were collected at the all-city food drive over the weekend.

**Staff Business**

## Chief Smith:

- It's good to be back.
- Congratulations to everybody who made it through the last election cycle.
- The New World implementation went very well overall.
- The trial on the shooter in Marysville went out to the jury today. They are anticipating a verdict in the next day or two. He commended his officers who testified in trial.
- The camera for Comeford Park has arrived and will be installed soon to help deal with things like needles and theft.
- He went to IECF in Chicago as part of a board made up of national representatives to present the *Don't Name the Shooter* campaign. He also presented this the following week with Chief McFalls at the ALERT (Advanced Law Enforcement Rapid Response Training) conference. They also presented a debrief on the Marysville-Pilchuck shooting. The FBI is starting to press forward with a *Don't Name the Shooter* campaign as well. It's great to see support on a national level.
- He was very pleased to report that the Police Department has reached its goals of reducing crime by 20% as of mid-October. With theft they are approaching double digits. The way they capture data will be changing with the new system. It will appear that there is more crime when there really isn't because one crime may have to be reported in three different areas. He commended the Police Department for their hard work and focus on reducing crime.

## Sandy Langdon:

- Congratulations to those who were re-elected.
- Finance Committee on November 18.

Jon Walker had no comments.

Kevin Nielsen:

- Adopt-a-Stream will be doing planting at Northpointe Park on November 14 from 10 to 2.
- The rail is up at 83rd and Grove. Handrails are being replaced all over town.
- Ingraham seems to be operating very well. There have been very few complaints.
- More traffic circles will be installed around the City.
- The entrance sign at Highway Getchell and Highway 9 looks great at night.

Jim Ballew:

- The presentation of Paper Tigers will be at the high school on November 17 at Marysville-Pilchuck High School.
- Any councilmembers interested in participating in the Marysville for the Holidays Parade should let him know.
- He is the Chair of the Snohomish County Sports Commission. There will be a free family event at the first annual Youth Sports Performance Conference held at Everett Community College on Saturday from 8 a.m. to 1:00 p.m.

Chief McFalls:

- He agreed that New World implementation went very smoothly.
- Thanks to Mayor Nehring, CAO Hirashima, and Sandy Langdon for attending the Fire District's Budget Workshop.
- Last week he attended the ALERT conference which is a national law enforcement, fire, and emergency response conference. He learned a lot and looks forward to more joint training in 2016.

Dave Koenig had no comments.

CAO Hirashima had no comments.

### **Call on Councilmembers**

Kamille Norton:

- Congratulations to fellow Councilmembers and Mayor for their success in the election.
- Thanks to all veterans for their service to our country.
- Next Monday the City of Everett is bringing in a gentleman from Utah who headed up a movement there to do a presentation on the success they have had there.

Steve Muller:

- The all-city food drive was a great event.
- There needs to be a discussion about hunting on the Qwuloolt.
- The School Board members felt the meeting was very positive.

- Congratulations on the elections.
- The advisory vote on fireworks was different than previous responses. He commented that in his discussions with people they expressed that they are very patriotic, but are just tired of everything that comes with the fireworks. There was consensus to bring this up as a workshop item to decide the next steps.

Rob Toyer stated that he and Donna Wright attended the National League of Cities Conference. The downtown revitalization concept highlighted San Antonio. There were about 4,000 in attendance. Vice President Joe Biden spoke at the event on transportation. The City is very fortunate that we received the transportation money we did.

Michael Stevens:

- He agreed that the school board meeting was a very positive meeting.
- He asked if the City has a beaver policy. Director Nielsen replied that the City has a trapper under contract with the Department of Agriculture. If there is a flooding problem, they will relocate the beaver.

Jeff Seibert:

- Congratulations to reelected members.
- He asked if someone could link information about the new solid waste rules to the public.
- Congratulations to the Police Department and especially the NITE team for the participation they had with the federal drug bust.

Donna Wright reported that the National League of Cities meeting in Nashville was quite enjoyable and encouraging. She discussed the revitalization of Nashville. She learned that the 2020 census will actually begin next year. A lot of it will be done electronically. Another interesting workshop was the conflict between state and federal marijuana laws. Water infrastructure financing, greenhouse gas, and rail safety were other topics discussed at the conference.

Jeff Vaughan:

- Regarding the Solid Waste Transfer Station, he noted that some of the waste stream recycling services have not been available since the summer. This has been a big inconvenience for local businesses.
- He reported that he is now a licensed HAM radio operator. He reviewed his involvement in the HAM operator community.

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:11 p.m.

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

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

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

# *Index #5*

|   |                           |
|---|---------------------------|
| <b>Call to Order/Pledge of Allegiance/Roll Call</b>   | 7:00 p.m.                 |
| <b>Approval of the Agenda</b>   | Approved                  |
| <b>Committee Reports</b>  |                           |
| <b>Presentations</b>  |                           |
| Employee Services Awards: <ul style="list-style-type: none"> <li>Lois Geist, Maintenance Worker 2, Streets Dept. – 20 years</li> <li>Tony Newman, Maintenance Worker 2, Streets Dept. – 30 years</li> </ul>   | Presented                 |
| Employee of the Month for November: Utility Billing Team  | Presented                 |
| <b>Audience Participation</b>   |                           |
| <b>Approval of Minutes</b>  |                           |
| Approval of the October 26, 2015 City Council Meeting Minutes   | Approved                  |
| <b>Consent Agenda</b>   |                           |
| Consider Approval of the November 4, 2015 Claims in the Amount of \$1,157,072.84; Paid by Check Numbers 103741 through 103874 with No Checks Voided   | Approved                  |
| Consider Approval of the November 11, 2015 Claims in the Amount of \$647,525.84; Paid by Check Number 103875 through 104041 with No Check Numbers Voided  | Approved                  |
| Consider Approval of the November 5, 2015 Payroll in the Amount \$1,661,358.81; Paid by Check Numbers 29482 through 29514   | Approved                  |
| <b>Review Bids</b>  |                           |
| <b>Public Hearings</b>  |                           |
| Consider an <b>Ordinance</b> of the City of Marysville Levying Regular Taxes upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2016   | Approved<br>Ord. No. 3008 |
| Consider an <b>Ordinance</b> of the City of Marysville Levying EMS Taxes upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2016   | Approved<br>Ord. No. 3009 |
| Consider an <b>Ordinance</b> of the City of Marysville Determining Substantial Need Related to the Levying EMS Taxes upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2016 | Approved<br>Ord. No. 3010 |
| Consider an <b>Ordinance</b> of the City of Marysville Amending the 2016 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2972   | Approved<br>Ord. No. 3011 |
| <b>New Business</b>   |                           |
| Consider the 2016 Addendum for the Yakima County Agreement for Jail Services  | Approved                  |
| Consider the Renewal Facility Use Agreement with the United States Bankruptcy Court   | Approved                  |
| Consider the Professional Services Agreement with Community Attributes, Inc. regarding Consultant Services for an Arlington-Marysville Manufacturing Industrial Center Market Study   | Approved                  |
| Consider the Interlocal Agreement with the City of Arlington regarding Consultant Services for an Arlington-Marysville Manufacturing Industrial   | Approved                  |

|  |                           |
|--|---------------------------|
| Center Market Study  |                           |
| Consider the Amendment No.3 to the to Grant Agreement with the Department of Ecology Decreasing the Grant Amount by \$39,363.47 to \$960,636.53                                      | Approved                  |
| Consider the Eleventh Amendment of Interlocal Agreement with Lake Stevens for Jail Services, Amending Exhibit A  | Approved                  |
| Consider the Ninth Amendment of Interlocal Agreements with the City of Arlington for Jail Services, Amending Exhibit A   | Approved                  |
| Consider an <b>Ordinance</b> of the City of Marysville Amending the 2015 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2972    | Approved<br>Ord. No. 3012 |
| Consider a <b>Resolution</b> of the City of Marysville Declaring a 1989 Honda Civic as Certain Items of Personal Property to Be Surplus and Authorizing the Sale or Disposal thereof | Approved<br>Res. No. 2385 |
| <b>Mayor's Business</b>  |                           |
| <b>Staff Business</b>  |                           |
| <b>Call on Councilmembers</b>  |                           |
| <b>Adjournment</b>   | 8:46 p.m.                 |



COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
November 23, 2015

### Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Jeff Hastings from Reset Church gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

### Roll Call

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

**Mayor:** Jon Nehring

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

**Absent:** None

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Engineer Jeff Laycock, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls and Recording Secretary Laurie Hugdahl.

### Approval of the Agenda

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

### Committee Reports

Kamille Norton reported on the November 18 Parks Advisory Board meeting. No action was taken, but the Board received updates on the following:

- The new vaping signs that the Snohomish County Health District provided have arrived and will go up in the parks.
- There was an update on waterfront parks and trails.

- The new recreation coordinator was introduced.
- 620 basketball players have signed up with the recreation department this season

Steve Muller reported on the November 12 Library Board meeting. The Board reviewed the year and looked at plans for next year. Growth is strong at the library. Sno-Isle now owns the facility so there was discussion about whether or not a board is still necessary. This will be reviewed and decided next year.

## **Presentations**

### A. Employee Services Awards

The following employees received service awards:

- Lois Geist, Maintenance Worker 2, Streets Dept. – 20 years
- Tony Newman, Maintenance Worker 2, Streets Dept. – 30 years

### B. Employee of the Month

The Utility Billing Team was recognized as Employee of the Month for November for their excellent work assistance in general, and particularly with new utility billing upgrade and implementation.

## **Audience Participation**

None

## **Approval of Minutes**

### 1. Approval of the October 26, 2015 City Council Meeting Minutes

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the October 26, 2015 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

## **Consent**

2. Consider Approval of the November 4, 2015 Claims in the Amount of \$1,157,072.84; Paid by Check Numbers 103741 through 103874 with No Checks Voided
3. Consider Approval of the November 11, 2015 Claims in the Amount of \$647,525.84; Paid by Check Number 103875 through 104041 with No Check Numbers Voided

*DRAFT*

4. Consider Approval of the November 5, 2015 Payroll in the Amount \$1,661,358.81; Paid by Check Numbers 29482 through 29514

**Motion** made by Councilmember Muller, seconded by Councilmember Norton, to approve Consent Agenda items 2, 3, and 4. **Motion** passed unanimously (7-0).

### Review Bids

### Public Hearings

Finance Director Langdon gave a presentation on the Finance Management Report for the quarter ending September 30, 2015 as contained in the PowerPoint handout distributed to Council. CAO Hirashima discussed the importance and role of the proposed safety position.

Finance Director Langdon summarized the proposed ordinances. The public hearing for items 5, 6, 7, and 8 was opened at 7:44 p.m. Mayor Nehring solicited public testimony. There was none. The public hearing was closed at 7:44 p.m.

5. Consider an **Ordinance** of the City of Marysville Levying Regular Taxes upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2016

**Motion** made by Councilmember Wright, seconded by Councilmember Norton, to adopt Ordinance No. 3008.

Councilmember Seibert asked if this is with the bank or without. Finance Director Langdon stated that this is 0% with banked capacity. Councilmember Seibert stated his preference would be to not take any bank. Finance Director Langdon reported the total is just under \$700,000. Councilmember Vaughan asked how much a future council would have available if they wanted to use the banked capacity. Finance Director Langdon noted it could be any portion of the total amount.

**Motion** passed unanimously (5-2) with Councilmember Vaughan and Seibert against.

6. Consider an **Ordinance** of the City of Marysville Levying EMS Taxes upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2016

**Motion** made by Councilmember Stevens, seconded by Councilmember Toyer, to adopt Ordinance No. 3009. **Motion** passed unanimously (7-0).

7. Consider an **Ordinance** of the City of Marysville Determining Substantial Need Related to the Levying EMS Taxes upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2016

*DRAFT*

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to adopt Ordinance No. 3010. **Motion** passed unanimously (7-0).

8. Consider an **Ordinance** of the City of Marysville Amending the 2016 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2972

Finance Director Langdon noted that this would include the elimination of the community coordinator position.

Councilmember Toyer asked for more information about the study for \$10,000. Community Development Director Dave Koenig explained that this refers to a marketing study that Arlington and Marysville are doing together as part of the Manufacturing Industrial Center process in order to get it recognized as a regional center.

**Motion** made by Councilmember Muller, seconded by Councilmember Wright, to adopt Ordinance No. 3011. **Motion** passed unanimously (7-0).

### **New Business**

9. Consider the 2016 Addendum for the Yakima County Agreement for Jail Services

Chief Smith stated that this is just a renewal, and the rate has not changed.

**Motion** made by Councilmember Norton, seconded by Councilmember Muller, to authorize the Mayor to sign the 2016 Addendum for the Yakima County Agreement for Jail Services. **Motion** passed unanimously (7-0).

10. Consider the Renewal Facility Use Agreement with the United States Bankruptcy Court

**Motion** made by Councilmember Toyer, seconded by Councilmember Stevens, to authorize the Mayor to sign the Renewal Facility Use Agreement with the United States Bankruptcy Court. **Motion** passed unanimously (7-0).

11. Consider the Professional Services Agreement with Community Attributes, Inc. regarding Consultant Services for an Arlington-Marysville Manufacturing Industrial Center Market Study

Dave Koenig explained the reason for doing this study is to get the Manufacturing Industrial Center for Arlington and Marysville recognized in the region. Arlington will be reimbursing Marysville for half the cost of the study.

Councilmember Norton noted that this is a different amount than was in the budget. Mr. Koenig noted that part of it (\$5,000) would be from this year's budget.

**Motion** made by Councilmember Norton, seconded by Councilmember Muller, to authorize the Mayor to sign the Professional Services Agreement with Community Attributes, Inc. regarding Consultant Services for an Arlington-Marysville Manufacturing Industrial Center Market Study. **Motion** passed unanimously (7-0).

12. Consider the Interlocal Agreement with the City of Arlington regarding Consultant Services for an Arlington-Marysville Manufacturing Industrial Center Market Study

Dave Koenig stated the ILA says that Arlington would reimburse the City for the half of the market study.

**Motion** made by Councilmember Muller, seconded by Councilmember Toyer, to authorize the Mayor to sign the Interlocal Agreement with the City of Arlington regarding Consultant Services for an Arlington-Marysville Manufacturing Industrial Center Market Study. **Motion** passed unanimously (7-0).

13. Consider the Amendment No.3 to the to Grant Agreement with the Department of Ecology Decreasing the Grant Amount by \$39,363.47 to \$960,636.53

Jeff Laycock reviewed this item. There were no questions or comments.

**Motion** made by Councilmember Muller, seconded by Councilmember Seibert, to authorize the Mayor to sign and execute Amendment No.3 to the to Grant Agreement with the Department of Ecology Decreasing the Grant Amount by \$39,363.47 to \$960,636.53 **Motion** passed unanimously (7-0)..

14. Consider the Eleventh Amendment of Interlocal Agreement with Lake Stevens for Jail Services, Amending Exhibit A

Chief Smith addressed items 14 and 15. The City's rates for jail fees are much lower than others, but costs have continued to go up. Both Lake Stevens and Arlington have been noticed of the changes. The City will be raising its rates to match the County. Changes are also being made in transporting costs to the SCORE facility. Finally, bed space will no longer be reserved for other cities, but will be made available on a space available basis.

Councilmember Toyer asked about the reason for the difference in costs between the City and the County. Chief Smith explained that originally the City's cost was low to ensure that the space was filled. Additionally, the County raised its rates last year which further increased the difference in rates.

Councilmember Vaughan asked what the actual costs are for booking someone. Chief Smith indicated they have not done a study on that. He noted that it will still not cover overall costs. Councilmember Vaughan thought that cost recovery would be an important consideration when looking at building a new jail facility. Chief Smith concurred.

CAO Hirashima explained the City is trying to maximize the return on the jail facility costs. Councilmember Vaughan expressed support for the City covering its own costs.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to authorize the Mayor to sign the Eleventh Amendment of Interlocal Agreement with Lake Stevens for Jail Services, Amending Exhibit A. **Motion** passed unanimously (7-0).

15. Consider the Ninth Amendment of Interlocal Agreements with the City of Arlington for Jail Services, Amending Exhibit A

**Motion** made by Councilmember Stevens, seconded by Councilmember Toyer, to authorize the Mayor to sign the Ninth Amendment of Interlocal Agreements with the City of Arlington for Jail Services, Amending Exhibit A. **Motion** passed unanimously (7-0).

16. Consider an **Ordinance** of the City of Marysville Amending the 2015 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2972

Finance Director Langdon reviewed the budget amendments to the 2015 Budget as contained on Exhibit A on page 16-5 of the Council packet.

**Motion** made by Councilmember Stevens, seconded by Councilmember Muller, to approve Ordinance No. 3012. **Motion** passed unanimously (7-0).

17. Consider a **Resolution** of the City of Marysville Declaring a 1989 Honda Civic as Certain Items of Personal Property to Be Surplus and Authorizing the Sale or Disposal thereof

Chief Smith stated this is a vehicle that the Department used, but is no longer useful.

**Motion** made by Councilmember Norton, seconded by Councilmember Toyer, to adopt Resolution 2385. **Motion** passed unanimously (7-0).

## Legal

### Mayor's Business

Mayor Nehring:

- AWC City Action Day in Olympia on January 27-28 this year. Councilmembers should Tanya know by tomorrow if they are going so she can book hotel rooms.
- He attended Hop Jacks ribbon cutting today at 11 a.m.
- There is a slight chance of snow tonight.
- He received notice that the Finance Department received a certificate of achievement on Excellence in Financial Reporting. This is the highest form of recognition in governmental accounting and represents a significant

accomplishment by any government and its management who gets one. He congratulated Sandy Langdon and her group.

- Happy Thanksgiving to everyone.

### **Staff Business**

Chief Smith:

- He and his staff are still participating in No Shave November. They have raised close to \$1000 so far.
- He has been very busy this month. He was at IECF in Chicago doing a presentation for Don't Name the Shooter, at an ALERT conference in Texas after that, and most recently in Chelan for a command staff leadership activity. He is glad to be back home.
- Happy Thanksgiving to everyone.
- He gave an update on Operation Southern Comfort for the month of October.

Sandy Langdon:

- She received notice on Friday that the City's bonds have been upgraded one level to AA3 as a result of Council's policy's, assessment values, recovery, rapid growth rate, and ample affordable land available for industrial and residential.
- Happy Thanksgiving to everyone.

Dave Koenig:

- He gave a shout out to the building inspectors and construction inspectors involved in all the new construction projects going on in the City. They have been extremely busy.

Chief McFalls announced that Santa would be out with firefighters next week helping to collect food for the Marysville Food Bank. He is proud to be part of such a giving community and part of Team Marysville.

Jim Ballew:

- Congratulations to Sandy Langdon and her team for their award.
- The windstorm damage that was sustained by Parks was pretty significant. It will take another month or two to clean up the golf course. Two boathouses were lost at the marina. Foothills lost over a dozen trees. Deering is closed until it can get cleaned up.
- Marysville for the Holidays parade will be on the first Saturday of December. The Tour of Lights will proceed after that.
- Happy Thanksgiving to everyone.

Jeff Laycock:

- He is thankful to have been recently appointed as City Engineer.
- He gave a project update on State Avenue. This should be wrapped up by the end of the year.

- Thanks to Streets and other departments for their help during the storm. Mayor Nehring commended Public Works for their great cleanup efforts.
- Happy Thanksgiving to everyone.

Councilmember Muller asked about the Public Works meeting on December 4.

Gloria Hirashima:

- Thanks to Council and Mayor Nehring for leadership in terms of overall operation.
- The Budget Review also demonstrates that the City is in a good position and has been managing its finances well. She commented that the biennial budget has been very helpful for long-term planning and getting other projects done.
- Thanks to Sandy Langdon for her department's work and all departments for their cooperation with their budgets.
- Thanks to all departments involved in the windstorm response.
- The trial involving the police shooting was resolved last week. She thanked the police department for their assistance.

### **Call on Councilmembers**

Kamille Norton:

- Congratulations to Sandy Langdon and her department.
- She hopes it does snow.
- Happy Thanksgiving.
- Go Huskies.

Steve Muller:

- Congratulations to Sandy Langdon and her department for their award.
- Go Cougars.
- Happy Thanksgiving to everyone. He expressed gratitude for the country we live in and all we have.

Rob Toyer echoed other comments.

Michael Stevens:

- He also expressed gratitude and a hope for snow.
- Congratulations to Sandy Langdon and her department.
- He is looking forward to basketball season.
- He will not be present for the December 7 workshop as he will be on vacation.

Jeff Seibert:

- Congratulations to Sandy Langdon and her team for their award.
- The response to the windstorm was a great example of the willingness of the public to help out in an emergency. He expressed appreciation to everyone who helped out in response to the windstorm.



*DRAFT*

- He asked Jeff Laycock about the status of the light going westbound at 88th and 36th. The loop on the signal is bad. Mr. Laycock indicated he would follow up on that.
- Happy Thanksgiving to everyone.

Donna Wright:

- Congratulations to Sandy Langdon and her staff for the award and all the work they do to keep the City in good financial shape.
- She requested a discussion of the request from the Historical Society to complete the museum in January. CAO Hirashima noted they would put that on the work session agenda for January.

Jeff Vaughan:

- He echoed the appreciation for the response to the windstorm, the financial situation of the City.
- Happy Thanksgiving to everyone.

### **Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:46 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 #6*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 2015

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

Please see attached.

## RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **November 18, 2015** claims in the amount of **\$638,671.82** paid by **Check No. 104042 through 104193 with no Check No. 100924** voided.

## COUNCIL ACTION:

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-11**

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 **\$638,671.82 PAID BY CHECK NO.'S 104042 THROUGH 104193 WITH CHECK NO.100924 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 **14<sup>th</sup> DAY OF DECEMBER 2015.**

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COUNCIL MEMBER

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| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>        | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 104042       | REVENUE, DEPT OF     | SALES AND USE TAXES-OCT 2015   | COMMUNITY DEVELOPMENT-     | 3.90               |
|              | REVENUE, DEPT OF     |                                | POLICE ADMINISTRATION      | 38.19              |
|              | REVENUE, DEPT OF     |                                | CITY STREETS               | 119.68             |
|              | REVENUE, DEPT OF     |                                | ER&R                       | 244.05             |
|              | REVENUE, DEPT OF     |                                | PRO-SHOP                   | 274.37             |
|              | REVENUE, DEPT OF     |                                | GENERAL FUND               | 793.62             |
|              | REVENUE, DEPT OF     |                                | WATER/SEWER OPERATION      | 1,690.56           |
|              | REVENUE, DEPT OF     |                                | RECREATION SERVICES        | 1,844.73           |
|              | REVENUE, DEPT OF     |                                | GOLF COURSE                | 5,160.03           |
|              | REVENUE, DEPT OF     |                                | STORM DRAINAGE             | 5,699.25           |
|              | REVENUE, DEPT OF     |                                | SOLID WASTE OPERATIONS     | 29,172.83          |
|              | REVENUE, DEPT OF     |                                | UTIL ADMIN                 | 58,182.08          |
| 104043       | AMERICAN CLEANERS    | DRY CLEANING                   | OFFICE OPERATIONS          | 49.50              |
|              | AMERICAN CLEANERS    |                                | POLICE PATROL              | 67.18              |
|              | AMERICAN CLEANERS    |                                | DETENTION & CORRECTION     | 77.77              |
|              | AMERICAN CLEANERS    |                                | POLICE INVESTIGATION       | 78.28              |
|              | AMERICAN CLEANERS    |                                | POLICE ADMINISTRATION      | 143.02             |
| 104044       | ASSOC EARTH SCIENCES | PHASE 1 ESA                    | WATER CAPITAL PROJECTS     | 2,500.00           |
|              | ASSOC EARTH SCIENCES | WORK PERFORMED                 | WATER CAPITAL PROJECTS     | 5,750.00           |
| 104045       | BANK OF AMERICA      | RECEPTION REIMBURSEMENT        | EXECUTIVE ADMIN            | 30.00              |
| 104046       | BANK OF AMERICA      | EMPLOYEE APPRECIATION LUNCH    | UTIL ADMIN                 | 86.28              |
| 104047       | BANK OF AMERICA      | SUPPLY/SERVICE REIMBURSEMENT   | FINANCE-GENL               | 20.66              |
|              | BANK OF AMERICA      |                                | COMPUTER SERVICES          | 32.59              |
|              | BANK OF AMERICA      |                                | COMPUTER SERVICES          | 262.44             |
| 104048       | BANK OF AMERICA      | TRAINING/TRAVEL REIMBURSEMENT  | LEGAL - PROSECUTION        | 48.00              |
|              | BANK OF AMERICA      |                                | LEGAL-GENL                 | 390.00             |
| 104049       | BANK OF AMERICA      | SUPPLY/TRAVEL REIMBURSEMENT    | EXECUTIVE ADMIN            | 78.29              |
|              | BANK OF AMERICA      |                                | CITY COUNCIL               | 229.08             |
|              | BANK OF AMERICA      |                                | COMMUNITY DEVELOPMENT-     | 398.74             |
| 104050       | BANK OF AMERICA      |                                | PARK & RECREATION FAC      | 9.78               |
|              | BANK OF AMERICA      |                                | GOLF ADMINISTRATION        | 30.50              |
|              | BANK OF AMERICA      |                                | PARK & RECREATION FAC      | 52.59              |
|              | BANK OF AMERICA      |                                | COMMUNITY EVENTS           | 107.48             |
|              | BANK OF AMERICA      |                                | OPERA HOUSE                | 109.72             |
|              | BANK OF AMERICA      |                                | PARK & RECREATION FAC      | 583.91             |
| 104051       | BARNES, CHRISTINE    | UB 983817000000 3817 64TH AVE  | WATER/SEWER OPERATION      | 267.33             |
| 104052       | BARRETT, SUZANNE     | INSTRUCTOR SERVICES            | RECREATION SERVICES        | 16.80              |
| 104053       | BERG, EDWARD         | REFUND CLASS FEES              | PARKS-RECREATION           | 45.00              |
| 104054       | BERGER/ABAM ENGR     | PROFESSIONAL SERVICES          | GMA - STREET               | 1,767.57           |
| 104055       | BEST WAY COMMUNICATI | VHF RADIOS                     | ER&R                       | 3,152.23           |
| 104056       | BILLING DOCUMENT SPE | LOCKBOX PROCESSING             | UTILITY BILLING            | 987.94             |
|              | BILLING DOCUMENT SPE | BILL PRINTING SERVICE          | UTILITY BILLING            | 2,737.39           |
| 104057       | BILLS BLUEPRINT INC  | OPERA HOUSE PROJECT            | ENGR-GENL                  | 15.72              |
|              | BILLS BLUEPRINT INC  |                                | RECREATION SERVICES        | 34.65              |
| 104058       | BLACK ROCK CABLE INC | I-NET LEASE                    | CENTRAL SERVICES           | 536.93             |
| 104059       | BOYD, RAE            | INMATE MEDICAL SERVICE-OCT 201 | DETENTION & CORRECTION     | 1,900.00           |
| 104060       | BOYDEN ROBINETT & AS | UB 651449109300 10408 60TH AVE | WATER/SEWER OPERATION      | 65.81              |
| 104061       | BRADY, GAIL          | REFUND CLASS FEES              | PARKS-RECREATION           | 73.00              |
| 104062       | BRANDT, NISSA        | BENEFITS FAIR                  | PERSONNEL ADMINISTRATIOI   | 300.00             |
| 104063       | BRESSLER, JUDITH S   | UB 040800000000 9109 60TH DR N | WATER/SEWER OPERATION      | 33.96              |
| 104064       | BUELER, DAVE         | RENTAL DEPOSIT REFUND          | GENERAL FUND               | 100.00             |
| 104065       | CARROLL, KAREN       | REFUND CLASS FEES              | PARKS-RECREATION           | 70.00              |

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| 104066       | CEMEX                | ASPHALT                        | ROADWAY MAINTENANCE        | 209.14             |
|              | CEMEX                |                                | ROADWAY MAINTENANCE        | 425.16             |
|              | CEMEX                |                                | ROADWAY MAINTENANCE        | 3,662.69           |
| 104067       | CENTRAL WELDING SUPP | CARBON DIOXIDE                 | WATER SERVICE INSTALL      | 99.53              |
|              | CENTRAL WELDING SUPP | GLOVES                         | SOLID WASTE OPERATIONS     | 152.10             |
| 104068       | CHENNAULT, KARI      | REIMBURSE MEALS-TRAINING       | UTIL ADMIN                 | 22.54              |
| 104069       | CHICAGO TITLE INSURA | ALTA OWNERS POLICY             | ARTERIAL STREET-GENL       | 546.00             |
|              | CHICAGO TITLE INSURA | ALTS OWNERS POLICY             | ARTERIAL STREET-GENL       | 546.00             |
| 104070       | CHRISTMAS DONE BRIGH | TOUR OF LIGHTS INFLATABLES     | GOLF COURSE                | -225.06            |
|              | CHRISTMAS DONE BRIGH |                                | PRO-SHOP                   | 2,782.56           |
| 104071       | CONSOLIDATED TECH    | IGN MONTHLY CHARGE             | OFFICE OPERATIONS          | 255.45             |
| 104072       | COOP SUPPLY          | K-9 FOOD                       | K9 PROGRAM                 | 59.83              |
|              | COOP SUPPLY          |                                | K9 PROGRAM                 | 59.83              |
| 104073       | CORRO, ERON          | RENTAL DEPOSIT REFUND          | GENERAL FUND               | 100.00             |
| 104074       | COSTLESS SENIOR SRVC | INMATE PRESCRIPTIONS           | DETENTION & CORRECTION     | 16.10              |
| 104075       | COUGAR TREE SERVICE  | TREE REMOVAL                   | GMA - STREET               | 707.20             |
| 104076       | DAY WIRELESS SYSTEMS | RADIO REPAIR                   | POLICE PATROL              | 481.70             |
| 104077       | DELABARRE, REGAN & K | UB 755506000000 5506 75TH AVE  | WATER/SEWER OPERATION      | 77.18              |
| 104078       | DIAMOND B CONSTRUCT  | REPLACE IGNITOR                | ADMIN FACILITIES           | 341.35             |
|              | DIAMOND B CONSTRUCT  | REPLACE FAN UNIT               | PUBLIC SAFETY BLDG.        | 1,234.89           |
| 104079       | DICKS TOWING         | TOWING EXPENSE-15-200434       | POLICE PATROL              | 43.52              |
|              | DICKS TOWING         | TOWING EXPENSE-15-200450       | POLICE PATROL              | 43.52              |
|              | DICKS TOWING         | TOWING EXPENSE-20-0434         | POLICE PATROL              | 43.52              |
|              | DICKS TOWING         | TOWING EXPENSE-20-1157         | POLICE PATROL              | 43.52              |
|              | DICKS TOWING         | TOWING EXPENSE-MP15-5525       | POLICE PATROL              | 43.52              |
|              | DICKS TOWING         | TOWING EXPENSE-MP15-5625       | POLICE PATROL              | 43.52              |
| 104080       | DUPLON, JENAIDA      | REFUND CLASS FEES              | PARKS-RECREATION           | 45.00              |
| 104081       | DURHAM, JOSIAH & SAM | UB 986829000000 6929 38TH PL N | WATER/SEWER OPERATION      | 68.75              |
| 104082       | E&E LUMBER           | DOOR PULL                      | PUBLIC SAFETY BLDG.        | 4.69               |
|              | E&E LUMBER           | SIGNS                          | POLICE PATROL              | 7.58               |
|              | E&E LUMBER           | HOLE SAW AND ARBORS            | WATER DIST MAINS           | 44.89              |
| 104083       | ENVIRONMENTAL CONTRO | JANITORIAL SERVICES            | WATER FILTRATION PLANT     | 56.65              |
|              | ENVIRONMENTAL CONTRO |                                | COMMUNITY CENTER           | 280.00             |
|              | ENVIRONMENTAL CONTRO |                                | PARK & RECREATION FAC      | 500.37             |
|              | ENVIRONMENTAL CONTRO |                                | COMMUNITY CENTER           | 566.46             |
|              | ENVIRONMENTAL CONTRO |                                | WASTE WATER TREATMENT F    | 679.75             |
|              | ENVIRONMENTAL CONTRO |                                | UTIL ADMIN                 | 1,132.91           |
|              | ENVIRONMENTAL CONTRO |                                | MAINT OF GENL PLANT        | 1,594.47           |
|              | ENVIRONMENTAL CONTRO |                                | COURT FACILITIES           | 1,699.37           |
|              | ENVIRONMENTAL CONTRO |                                | PUBLIC SAFETY BLDG.        | 1,790.00           |
|              | ENVIRONMENTAL CONTRO |                                | ADMIN FACILITIES           | 1,978.51           |
| 104084       | EVERETT, CITY OF     | LAB ANALYSIS                   | STORM DRAINAGE             | 216.00             |
| 104085       | FEDEX                | SHIPPING EXPENSE               | PUMPING PLANT              | 8.97               |
| 104086       | FELDMAN & LEE P.S.   | PUBLIC DEFENDER                | LEGAL - PUBLIC DEFENSE     | 42,000.00          |
| 104087       | FRONTIER COMMUNICATI | ACCT #36065150331108105        | EXECUTIVE ADMIN            | 27.96              |
|              | FRONTIER COMMUNICATI | ACCT #36065894930725005        | RECREATION SERVICES        | 28.89              |
|              | FRONTIER COMMUNICATI |                                | POLICE INVESTIGATION       | 28.90              |
|              | FRONTIER COMMUNICATI | ACCT #36065852920604075        | PERSONNEL ADMINISTRATIOI   | 71.11              |
|              | FRONTIER COMMUNICATI |                                | MUNICIPAL COURTS           | 244.11             |
| 104088       | FULLERTON & ASSOCIAT | 1ST STREET PROJECT             | GMA - STREET               | 4,290.00           |
| 104089       | GALASSO, MICHAEL & M | UB 761302552001 7725 81ST PL N | WATER/SEWER OPERATION      | 216.49             |
| 104090       | GALLS, LLC           | UNIFORM-ORSBORN                | OFFICE OPERATIONS          | 17.35              |

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 104090       | GALLS, LLC           | UNIFORM-PIFFATH                | DETENTION & CORRECTION     | 17.35              |
|              | GALLS, LLC           | UNIFORM-YOUNG                  | POLICE PATROL              | 17.35              |
|              | GALLS, LLC           | LISTENING DEVICE               | POLICE PATROL              | 47.33              |
|              | GALLS, LLC           | UNIFORM-PIFFATH                | DETENTION & CORRECTION     | 86.78              |
|              | GALLS, LLC           | UNIFORM-NEWMAN                 | OFFICE OPERATIONS          | 92.61              |
|              | GALLS, LLC           | UNIFORM-ORSBORN                | OFFICE OPERATIONS          | 176.56             |
| 104091       | GEORGE, ILIA         | UB 984226820000 4226 82ND AVE  | WATER/SEWER OPERATION      | 210.54             |
| 104092       | GEOTEST SERVICES INC | DENSITY TESTING                | GMA - STREET               | 6,886.40           |
| 104093       | GOOLSBY, MATTHEW     | MEAL REIMBURSEMENT-TRAINING    | POLICE TRAINING-FIREARMS   | 53.46              |
| 104094       | GRAHAM, KATIE        | REFUND CLASS FEES              | PARKS-RECREATION           | 20.00              |
| 104095       | GRAINGER             | PADLOCKS, BLADES AND TAGS      | WASTE WATER TREATMENT F    | 372.71             |
| 104096       | GRANITE CONST        | STAKES, WOOD LATHS AND PAINT   | TRANSPORTATION MANAGEM     | 114.85             |
| 104097       | GRASSL, LEAH         | REIMBURSE MEETING SUPPLY EXPEN | STORM DRAINAGE             | 16.32              |
| 104098       | GREATAMERICA FINANCI | POSTAGE LEASE PAYMENT          | CITY CLERK                 | 30.10              |
|              | GREATAMERICA FINANCI |                                | EXECUTIVE ADMIN            | 30.10              |
|              | GREATAMERICA FINANCI |                                | FINANCE-GENL               | 30.10              |
|              | GREATAMERICA FINANCI |                                | PERSONNEL ADMINISTRATIOI   | 30.10              |
|              | GREATAMERICA FINANCI |                                | UTILITY BILLING            | 30.10              |
|              | GREATAMERICA FINANCI |                                | LEGAL - PROSECUTION        | 30.10              |
|              | GREATAMERICA FINANCI |                                | POLICE PATROL              | 36.12              |
|              | GREATAMERICA FINANCI |                                | OFFICE OPERATIONS          | 36.12              |
|              | GREATAMERICA FINANCI |                                | DETENTION & CORRECTION     | 36.12              |
|              | GREATAMERICA FINANCI |                                | POLICE ADMINISTRATION      | 36.12              |
|              | GREATAMERICA FINANCI |                                | POLICE INVESTIGATION       | 36.13              |
|              | GREATAMERICA FINANCI |                                | COMMUNITY DEVELOPMENT-     | 38.45              |
|              | GREATAMERICA FINANCI |                                | ENGR-GENL                  | 38.45              |
|              | GREATAMERICA FINANCI |                                | UTIL ADMIN                 | 38.45              |
| 104099       | GRIFFEN, CHRIS       | PUBLIC DEFENDER                | LEGAL - PUBLIC DEFENSE     | 187.50             |
|              | GRIFFEN, CHRIS       |                                | LEGAL - PUBLIC DEFENSE     | 187.50             |
|              | GRIFFEN, CHRIS       |                                | LEGAL - PUBLIC DEFENSE     | 262.50             |
|              | GRIFFEN, CHRIS       |                                | LEGAL - PUBLIC DEFENSE     | 300.00             |
| 104100       | GUY, KRISTIE         | REIMBURSE MILEAGE              | PERSONNEL ADMINISTRATIOI   | 182.85             |
| 104101       | HELM                 | FORD IDS ANNUAL RENEWAL        | ER&R                       | -39.60             |
|              | HELM                 |                                | EQUIPMENT RENTAL           | 489.60             |
| 104102       | HOGAN, DANIEL        | UB 164220000000 4311 130TH PL  | WATER/SEWER OPERATION      | 34.55              |
| 104103       | HUNTER, CYNTHIA      | RENTAL DEPOSIT REFND           | GENERAL FUND               | 200.00             |
| 104104       | IRISH, ANDY          | UB 761336270002 7817 73RD PL N | WATER/SEWER OPERATION      | 28.89              |
| 104105       | KAM, WALLACE C       | UB 050190000000 9514 59TH DR N | WATER/SEWER OPERATION      | 46.90              |
| 104106       | KEYSTONE RENTALS & R | UB 651132291501 8327 96TH ST N | WATER/SEWER OPERATION      | 23.54              |
| 104107       | KIRK, RONA           | REFUND C_ASS FEES              | PARKS-RECREATION           | 70.00              |
| 104108       | KROGMAN, IRENE       | RENTAL DEPOSIT REFUND          | GENERAL FUND               | 200.00             |
| 104109       | LAB/COR, INC.        | LAB ANALYSIS                   | WATER QUAL TREATMENT       | 810.00             |
| 104110       | LASTING IMPRESSIONS  | UNIFORM-ORSBORN                | OFFICE OPERATIONS          | 56.23              |
|              | LASTING IMPRESSIONS  | UNIFORM-CHAPLAINS              | POLICE ADMINISTRATION      | 168.56             |
| 104111       | LEIGH, RENEE         | REFUND CLASS FEES              | PARKS-RECREATION           | 70.00              |
| 104112       | LES SCHWAB TIRE CTR  | TIRES                          | ER&R                       | 915.95             |
| 104113       | LEWIS, RICHARD (BUCK | UB 220460000001 4607 127TH ST  | WATER/SEWER OPERATION      | 1,485.14           |
| 104114       | LICENSING, DEPT OF   | AUSTIN, KENNETH (RENEWAL)      | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | EISCHEN, SUSAN (ORIGINAL)      | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | HINRICKSON, DAVID (RENEWAL)    | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | GETTY, JENNIFER (LT RENEWAL)   | GENERAL FUND               | 21.00              |
| 104115       | LIEN, MARGUERITE     | REFUND CLASS FEES              | PARKS-RECREATION           | 73.00              |

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|--------------|-----------------------|--------------------------------|----------------------------|--------------------|
| 104116       | LOWES HIW INC         | BATTERIES                      | SOURCE OF SUPPLY           | 28.88              |
|              | LOWES HIW INC         | CLEANING SUPPLIES              | PUBLIC SAFETY BLDG.        | 47.96              |
|              | LOWES HIW INC         | HARDWARE                       | SOURCE OF SUPPLY           | 121.59             |
| 104117       | LUMIA, MARTY          | HYDRANT METER REFUND           | WATER-UTILITIES/ENVIRONM   | -4.41              |
|              | LUMIA, MARTY          |                                | WATER/SEWER OPERATION      | 100.00             |
| 104118       | LUTSCHG, BRAIN        | REIMBURSE VEHICLE DAMAGE REPAI | POLICE PATROL              | 168.70             |
| 104119       | MARYSVILLE AWARDS     | PLAQUES                        | EXECUTIVE ADMIN            | 1,042.29           |
| 104120       | MARYSVILLE EQUIP      | DOZER RENTAL                   | STORM DRAINAGE             | 3,568.64           |
| 104121       | MARYSVILLE FIRE       | CPR/FIRST AID TRAINING         | EXECUTIVE ADMIN            | 106.20             |
| 104122       | MARYSVILLE PRINTING   | BUSINESS CARDS AND ENVELOPES   | POLICE PATROL              | 445.97             |
| 104123       | MARYSVILLE, CITY OF   | UTILITY SERVICE-3RD & STATE    | PARK & RECREATION FAC      | 21.79              |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-60 STATE AVE   | MAINT OF GENL PLANT        | 46.45              |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-1049 STATE AVE | ADMIN FACILITIES           | 69.15              |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-1620 1ST ST    | GMA - STREET               | 85.15              |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-514 DELTA AVE  | PARK & RECREATION FAC      | 113.00             |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-1049 STATE AVE | ADMIN FACILITIES           | 113.64             |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-1050 COLUMBIA  | PARK & RECREATION FAC      | 113.89             |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-601 DELTA AVE  | NON-DEPARTMENTAL           | 142.76             |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-80 COLUMBIA AV | MAINT OF GENL PLANT        | 190.12             |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-61 STATE AVE   | PARK & RECREATION FAC      | 196.02             |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-80 COLUMBIA AV | ROADWAY MAINTENANCE        | 221.64             |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-514 DELTA AVE  | COMMUNITY CENTER           | 642.29             |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-1326 1ST ST #B | STORM DRAINAGE             | 647.96             |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-1049 STATE AVE | ADMIN FACILITIES           | 752.67             |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-80 COLUMBIA AV | EQUIPMENT RENTAL           | 788.68             |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-1015 STATE AVE | COURT FACILITIES           | 854.43             |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-80 COLUMBIA AV | WASTE WATER TREATMENT F    | 1,407.67           |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-514 DELTA AVE  | PARK & RECREATION FAC      | 1,690.65           |
|              | MARYSVILLE, CITY OF   | UTILITY SERVICE-80 COLUMBIA AV | WASTE WATER TREATMENT F    | 1,893.33           |
|              | MARYSVILLE, CITY OF   |                                | MAINT OF GENL PLANT        | 2,844.83           |
| 104124       | MAUL FOSTER & ALONGI  | PROFESSIONAL SERVICES          | STORM DRAINAGE             | 4,996.25           |
| 104125       | MCCLOUGHLIN & EARDLEY | PATROL CAR OUTFITTING EQUIPMEN | ER&R                       | -422.80            |
|              | MCCLOUGHLIN & EARDLEY |                                | EQUIPMENT RENTAL           | 746.76             |
|              | MCCLOUGHLIN & EARDLEY |                                | EQUIPMENT RENTAL           | 746.76             |
|              | MCCLOUGHLIN & EARDLEY |                                | EQUIPMENT RENTAL           | 746.76             |
|              | MCCLOUGHLIN & EARDLEY |                                | EQUIPMENT RENTAL           | 746.76             |
|              | MCCLOUGHLIN & EARDLEY |                                | EQUIPMENT RENTAL           | 746.76             |
|              | MCCLOUGHLIN & EARDLEY |                                | EQUIPMENT RENTAL           | 746.77             |
|              | MCCLOUGHLIN & EARDLEY |                                | EQUIPMENT RENTAL           | 746.77             |
| 104126       | MESSERLY, CONNIE      | REIMBURSE BENEFITS FAIR EXPENS | PERSONNEL ADMINISTRATIOI   | 61.05              |
| 104127       | MICROFLEX INC         | SALES TAX AUDIT PROGRAM        | FINANCE-GENL               | 50.00              |
| 104128       | MOORE MEDICAL CORP    | EVIDENCE SUPPLIES              | POLICE PATROL              | 577.12             |
| 104129       | MPI FARMS             | FILL STATION PERMIT AND USAGE  | WATER-UTILITIES/ENVIRONM   | -17.50             |
|              | MPI FARMS             |                                | WATER/SEWER OPERATION      | 100.00             |
| 104130       | MPOA                  | REISSUE LOST PR CHECK # 28967  | PAYROLL CLEARING           | 5,692.66           |
| 104131       | MRSC                  | MRSC ROSTERS-RENEWAL           | FINANCE-GENL               | 360.00             |
| 104132       | NATIONAL BARRICADE    | BARRELS, BARRICADES, SIGNS AND | TRANSPORTATION MANAGEM     | 135.53             |
|              | NATIONAL BARRICADE    | SIGNS                          | TRAFFIC CONTROL DEVICES    | 371.41             |
|              | NATIONAL BARRICADE    | BARRELS AND BARRICADE LIGHTS   | TRAFFIC CONTROL DEVICES    | 597.30             |
| 104133       | NEXSITE ONLINE        | 2015 ACTIVITY GUIDE            | RECREATION SERVICES        | 6,256.66           |
| 104134       | OFFICE DEPOT          | OFFICE SUPPLIES                | ENGR-GENL                  | 8.69               |
|              | OFFICE DEPOT          |                                | SOLID WASTE OPERATIONS     | 26.10              |



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| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>       | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|-------------------------------|----------------------------|--------------------|
| 104134       | OFFICE DEPOT         | OFFICE SUPPLIES               | UTIL ADMIN                 | 38.37              |
|              | OFFICE DEPOT         |                               | POLICE PATROL              | 55.64              |
|              | OFFICE DEPOT         |                               | ENGR-GENL                  | 72.94              |
|              | OFFICE DEPOT         |                               | ENGR-GENL                  | 79.20              |
|              | OFFICE DEPOT         |                               | POLICE INVESTIGATION       | 85.29              |
|              | OFFICE DEPOT         |                               | COMMUNITY DEVELOPMENT-     | 145.88             |
|              | OFFICE DEPOT         |                               | FINANCE-GENL               | 174.63             |
|              | OFFICE DEPOT         |                               | POLICE PATROL              | 228.41             |
|              | OFFICE DEPOT         | CHAIRS                        | CRIME PREVENTION           | 293.73             |
|              | OFFICE DEPOT         | OFFICE SUPPLIES               | POLICE PATROL              | 464.73             |
| 104135       | PACIFIC PLUMBING     | WATER COOLER CREDIT           | UTIL ADMIN                 | -1,087.32          |
|              | PACIFIC PLUMBING     | WATER COOLER                  | UTIL ADMIN                 | 1,343.41           |
|              | PACIFIC PLUMBING     | WATER COOLERS                 | UTIL ADMIN                 | 2,508.83           |
| 104136       | PARTNER CONST PROD   | MINI MELTER AND POUR POTS     | ROADWAY MAINTENANCE        | 1,628.19           |
| 104137       | PAYMENTUS            | TRANSACTION FEES-OCT 2015     | UTILITY BILLING            | 16,551.76          |
| 104138       | PGC INTERBAY LLC     | GOLF COURSE PAYROLL           | PRO-SHOP                   | 29.38              |
|              | PGC INTERBAY LLC     |                               | PRO-SHOP                   | 34.37              |
|              | PGC INTERBAY LLC     |                               | PRO-SHOP                   | 35.13              |
|              | PGC INTERBAY LLC     |                               | MAINTENANCE                | 35.13              |
|              | PGC INTERBAY LLC     | PROFESSIONAL SERVICES         | GOLF ADMINISTRATION        | 40.00              |
|              | PGC INTERBAY LLC     | GOLF COURSE PAYROLL           | PRO-SHOP                   | 73.25              |
|              | PGC INTERBAY LLC     |                               | PRO-SHOP                   | 103.51             |
|              | PGC INTERBAY LLC     |                               | MAINTENANCE                | 106.69             |
|              | PGC INTERBAY LLC     | PROFESSIONAL SERVICES         | GOLF ADMINISTRATION        | 107.20             |
|              | PGC INTERBAY LLC     | GOLF COURSE PAYROLL           | MAINTENANCE                | 131.37             |
|              | PGC INTERBAY LLC     |                               | MAINTENANCE                | 149.36             |
|              | PGC INTERBAY LLC     |                               | MAINTENANCE                | 173.11             |
|              | PGC INTERBAY LLC     | PROFESSIONAL SERVICES         | MAINTENANCE                | 192.64             |
|              | PGC INTERBAY LLC     | GOLF COURSE PAYROLL           | PRO-SHOP                   | 246.13             |
|              | PGC INTERBAY LLC     | PROFESSIONAL SERVICES         | MAINTENANCE                | 257.86             |
|              | PGC INTERBAY LLC     |                               | GOLF ADMINISTRATION        | 298.42             |
|              | PGC INTERBAY LLC     | GOLF COURSE PAYROLL           | PRO-SHOP                   | 369.90             |
|              | PGC INTERBAY LLC     |                               | MAINTENANCE                | 673.64             |
|              | PGC INTERBAY LLC     | PROFESSIONAL SERVICES         | MAINTENANCE                | 678.32             |
|              | PGC INTERBAY LLC     |                               | GOLF ADMINISTRATION        | 903.37             |
|              | PGC INTERBAY LLC     |                               | MAINTENANCE                | 945.00             |
|              | PGC INTERBAY LLC     |                               | MAINTENANCE                | 953.36             |
|              | PGC INTERBAY LLC     |                               | MAINTENANCE                | 1,038.22           |
|              | PGC INTERBAY LLC     |                               | MAINTENANCE                | 2,079.93           |
|              | PGC INTERBAY LLC     |                               | MAINTENANCE                | 3,038.44           |
|              | PGC INTERBAY LLC     |                               | GOLF COURSE                | 3,308.00           |
|              | PGC INTERBAY LLC     |                               | GOLF COURSE                | 3,362.59           |
|              | PGC INTERBAY LLC     | GOLF COURSE PAYROLL           | PRO-SHOP                   | 4,925.29           |
|              | PGC INTERBAY LLC     |                               | MAINTENANCE                | 8,760.63           |
| 104139       | PILCHUCK VETERINARY  | ANIMAL CARE-MP15-7738         | ANIMAL CONTROL             | 150.00             |
|              | PILCHUCK VETERINARY  |                               | ANIMAL CONTROL             | 325.50             |
| 104140       | PK MGMT GRP C/O ASSE | UB 331620000000 4347 150TH ST | WATER/SEWER OPERATION      | 25.44              |
| 104141       | PLANALP, SARAH       | REFUND CLASS FEES             | PARKS-RECREATION           | 80.00              |
| 104142       | PLATT ELECTRIC       | TIMER CREDIT                  | WASTE WATER TREATMENT F    | -178.43            |
|              | PLATT ELECTRIC       | SOCKET                        | SOURCE OF SUPPLY           | 4.70               |
|              | PLATT ELECTRIC       | RELAY MONITOR                 | SOURCE OF SUPPLY           | 159.96             |
|              | PLATT ELECTRIC       | RELAMP OFFICES AND BALLASTS   | UTIL ADMIN                 | 184.20             |

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 104143       | PROFORCE LAW ENFORC  | HOLSTER CREDIT                 | POLICE PATROL              | -115.87            |
|              | PROFORCE LAW ENFORC  | GUN REPAIR                     | POLICE PATROL              | 1,028.59           |
| 104144       | PROGRESSIVE BUSINESS | WEBINAR-ARC FLASH SAFETY UPDAT | UTIL ADMIN                 | 199.00             |
| 104145       | PUD                  | ACCT #2011-4209-8              | PARK & RECREATION FAC      | 7.57               |
|              | PUD                  | ACCT #2051-9537-3              | PARK & RECREATION FAC      | 16.14              |
|              | PUD                  | ACCT #2005-0161-7              | TRANSPORTATION MANAGEM     | 23.87              |
|              | PUD                  | ACCT #2024-6102-6              | MAINT OF GENL PLANT        | 24.06              |
|              | PUD                  | ACCT #2009-7395-6              | SEWER LIFT STATION         | 27.22              |
|              | PUD                  | ACCT #2004-4880-1              | TRANSPORTATION MANAGEM     | 42.59              |
|              | PUD                  | ACCT #2022-9424-5              | SEWER LIFT STATION         | 47.84              |
|              | PUD                  | ACCT #2035-0002-0              | STREET LIGHTING            | 48.11              |
|              | PUD                  | ACCT #2000-6146-3              | PARK & RECREATION FAC      | 51.71              |
|              | PUD                  | ACCT #2016-2888-0              | WASTE WATER TREATMENT F    | 57.61              |
|              | PUD                  | ACCT #2025-2469-0              | PUMPING PLANT              | 59.28              |
|              | PUD                  | ACCT #2023-0330-1              | SEWER LIFT STATION         | 60.65              |
|              | PUD                  | ACCT #2020-1181-3              | PUMPING PLANT              | 86.30              |
|              | PUD                  | ACCT #2019-0963-7              | SEWER LIFT STATION         | 112.47             |
|              | PUD                  | ACCT #2032-9121-6              | GENERAL SERVICES - OVERH   | 137.35             |
|              | PUD                  | ACCT #2052-3773-8              | TRAFFIC CONTROL DEVICES    | 137.93             |
|              | PUD                  | ACCT #2052-3927-0              | TRAFFIC CONTROL DEVICES    | 148.44             |
|              | PUD                  | ACCT #2013-4666-5              | SEWER LIFT STATION         | 184.83             |
|              | PUD                  | ACCT #2016-7563-4              | WASTE WATER TREATMENT F    | 376.04             |
|              | PUD                  | ACCT#2021-7733-3               | MAINT OF GENL PLANT        | 800.11             |
|              | PUD                  | ACCT #2000-2187-1              | COURT FACILITIES           | 1,124.61           |
|              | PUD                  | ACCT #2016-1747-9              | ADMIN FACILITIES           | 1,257.38           |
|              | PUD                  | ACCT #2016-3968-9              | MAINT OF GENL PLANT        | 1,538.52           |
| 104146       | PUGET SOUND ENERGY   | ACCT #220002768939             | PUBLIC SAFETY BLDG.        | 10.83              |
|              | PUGET SOUND ENERGY   | ACCT #200007781657             | PRO-SHOP                   | 60.37              |
|              | PUGET SOUND ENERGY   | ACCT #200024981520             | COMMUNITY CENTER           | 75.83              |
|              | PUGET SOUND ENERGY   | ACCT #200007052364             | MAINT OF GENL PLANT        | 81.35              |
|              | PUGET SOUND ENERGY   | ACCT #200023493808             | ADMIN FACILITIES           | 168.76             |
|              | PUGET SOUND ENERGY   | ACCT #200004804056             | COURT FACILITIES           | 188.50             |
|              | PUGET SOUND ENERGY   | ACCT #200013812314             | MAINT OF GENL PLANT        | 214.82             |
|              | PUGET SOUND ENERGY   | ACCT #200010703029             | PUBLIC SAFETY BLDG.        | 490.02             |
| 104147       | PUGET SOUND SECURITY | KEYS MADE                      | POLICE PATROL              | 3.64               |
| 104148       | PURCELL, CATHERINE   | UB 840100710001 6415 81ST DR N | WATER/SEWER OPERATION      | 23.50              |
| 104149       | RAM CONSTRUCTION     | HYDRANT METER REFUND           | WATER-UTILITIES/ENVIRONM   | -305.20            |
|              | RAM CONSTRUCTION     |                                | WATER/SEWER OPERATION      | 1,150.00           |
| 104150       | RICKS, DOUGLAS F     | PUBLIC DEFENDER                | LEGAL - PUBLIC DEFENSE     | 300.00             |
| 104151       | RONK, FRED           | UB 761708580000 7109 67TH ST N | WATER/SEWER OPERATION      | 113.91             |
| 104152       | ROSEMOUNT ANALYTICAL | MONITORING EQUIP               | WATER QUAL TREATMENT       | -4,584.44          |
|              | ROSEMOUNT ANALYTICAL |                                | WATER QUAL TREATMENT       | 4,584.44           |
|              | ROSEMOUNT ANALYTICAL |                                | WATER QUAL TREATMENT       | 4,987.87           |
| 104153       | SANDERS, KATHY       | UB 840100740002 6513 81ST DR N | WATER/SEWER OPERATION      | 94.94              |
| 104154       | SEBAGH, ISAM         | UB 810880000001 6426 50TH DR N | WATER/SEWER OPERATION      | 26.80              |
| 104155       | SEIBERT, JEFF        | UB 870091000000 5004 80TH ST N | WATER/SEWER OPERATION      | 44.39              |
| 104156       | SHRED-IT US          | MONTHLY SHREDDING SERVICE      | CITY CLERK                 | 7.46               |
|              | SHRED-IT US          |                                | FINANCE-GENL               | 7.46               |
|              | SHRED-IT US          |                                | UTILITY BILLING            | 7.47               |
|              | SHRED-IT US          |                                | POLICE INVESTIGATION       | 52.25              |
|              | SHRED-IT US          |                                | POLICE PATROL              | 52.25              |
|              | SHRED-IT US          |                                | DETENTION & CORRECTION     | 52.25              |

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|--------------|----------------------|-------------------------------|----------------------------|--------------------|
| 104156       | SHRED-IT US          | MONTHLY SHREDDING SERVICE     | OFFICE OPERATIONS          | 52.80              |
| 104157       | SMITH, ERIC          | UB 984910000003 4910 71ST AVE | WATER/SEWER OPERATION      | 235.06             |
| 104158       | SNO CO TREASURER     | CRIME VICTIM/WITNESS FEES     | CRIME VICTIM               | 656.80             |
| 104159       | SNOPAC               | DISPATCH SERVICES             | COMMUNICATION CENTER       | 78,009.35          |
| 104160       | SOCRATA INC          | DATA SERVICES                 | EXECUTIVE ADMIN            | 17,136.00          |
| 104161       | SOFTWAREONE INC      | LICENSES                      | CRIME PREVENTION           | 184.89             |
|              | SOFTWAREONE INC      |                               | WASTE WATER TREATMENT F    | 356.36             |
|              | SOFTWAREONE INC      |                               | PUBLIC SAFETY BLDG.        | 356.36             |
|              | SOFTWAREONE INC      |                               | MUNICIPAL COURTS           | 356.36             |
|              | SOFTWAREONE INC      |                               | STORM DRAINAGE             | 356.36             |
|              | SOFTWAREONE INC      |                               | DRUG ENFORCEMENT           | 356.36             |
|              | SOFTWAREONE INC      |                               | TRANSPORTATION MANAGEM     | 356.36             |
|              | SOFTWAREONE INC      |                               | TRIBAL GAMING-GENL         | 356.36             |
|              | SOFTWAREONE INC      |                               | COMPUTER SERVICES          | 369.78             |
|              | SOFTWAREONE INC      |                               | COMMUNITY DEVELOPMENT-     | 417.99             |
|              | SOFTWAREONE INC      |                               | LEGAL-GENL                 | 417.99             |
|              | SOFTWAREONE INC      |                               | CITY CLERK                 | 417.99             |
|              | SOFTWAREONE INC      |                               | LEGAL-GENL                 | 417.99             |
|              | SOFTWAREONE INC      |                               | WATER DIST MAINS           | 712.72             |
|              | SOFTWAREONE INC      |                               | TRIBAL GAMING-GENL         | 712.72             |
|              | SOFTWAREONE INC      |                               | EQUIPMENT RENTAL           | 1,130.71           |
|              | SOFTWAREONE INC      |                               | IS REPLACEMENT ACCOUNTS    | 26,139.60          |
| 104162       | SONSRAY MACHINERY    | REPLACE HEAD GASKET-#551      | EQUIPMENT RENTAL           | 5,061.05           |
| 104163       | SOUND PUBLISHING     | LEGAL AD                      | CITY CLERK                 | 92.88              |
| 104164       | SOUND PUBLISHING     |                               | WATER CAPITAL PROJECTS     | 168.28             |
| 104165       | SOUND PUBLISHING     | EMPLOYMENT ADS                | UTIL ADMIN                 | 315.52             |
|              | SOUND PUBLISHING     |                               | COMMUNITY DEVELOPMENT-     | 720.49             |
| 104166       | SOUND SAFETY         | GLOVES                        | ER&R                       | 509.18             |
| 104167       | SOUTHERN COMPUTER    | BATTERY AND MEMORY            | IS REPLACEMENT ACCOUNTS    | 141.59             |
|              | SOUTHERN COMPUTER    | MDC REPLACEMENTS              | COMPUTER SERVICES          | 1,862.22           |
| 104168       | STAPLES              | OFFICE SUPPLIES               | COMMUNITY DEVELOPMENT-     | 20.87              |
|              | STAPLES              |                               | UTIL ADMIN                 | 77.17              |
|              | STAPLES              |                               | COMMUNITY DEVELOPMENT-     | 100.83             |
|              | STAPLES              |                               | PERSONNEL ADMINISTRATIO    | 125.31             |
| 104169       | STATE PATROL         | FINGERPRINT ID SERVICES       | OFFICE OPERATIONS          | 158.25             |
|              | STATE PATROL         |                               | GENERAL FUND               | 206.50             |
|              | STATE PATROL         | BACKGROUND CHECKS             | PERSONNEL ADMINISTRATIO    | 420.00             |
| 104170       | STERLING REF. LAB    | SCREENING                     | DETENTION & CORRECTION     | 10.00              |
| 104171       | STROSCHEIN, CELESTE  | REFUND CLASS FEES             | PARKS-RECREATION           | 45.00              |
| 104172       | SWICK-LAFAVE, JULIE  | REIMBURSE JAIL SUPPLIES       | DETENTION & CORRECTION     | 277.12             |
| 104173       | TARPLEY, CAROLINE    | REFUND CLASS FEES             | PARKS-RECREATION           | 46.00              |
| 104174       | THOMAS, MARK         | REIMBURSE PARKING FEES        | POLICE PATROL              | 12.00              |
| 104175       | THYSSENKRUPP ELEVATO | PREVENTATIVE MAINTENANCE      | PUBLIC SAFETY BLDG.        | 212.23             |
|              | THYSSENKRUPP ELEVATO |                               | ADMIN FACILITIES           | 212.23             |
| 104176       | TRANSPORTATION, DEPT | GOOD TO GO PASS-52418D        | DETENTION & CORRECTION     | 2.75               |
|              | TRANSPORTATION, DEPT | GOOD TO GO PASS-56651D        | DETENTION & CORRECTION     | 2.75               |
| 104177       | TULALIP CHAMBER      | OCT BBH (1)                   | CITY COUNCIL               | 23.00              |
| 104178       | TULALIP TRIBAL COURT | BAIL POSTED                   | GENERAL FUND               | 2,500.00           |
| 104179       | TYLER BUSINESS FORMS | W2'S & 1099'S W/ENVELOPES     | GENERAL FUND               | -39.96             |
|              | TYLER BUSINESS FORMS | AP & PR CHECK STOCK           | GENERAL FUND               | -39.70             |
|              | TYLER BUSINESS FORMS |                               | FINANCE-GENL               | 490.82             |
|              | TYLER BUSINESS FORMS | W2'S & 1099'S W/ENVELOPES     | FINANCE-GENL               | 494.07             |

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 104180       | UNITED PARCEL SERVIC | SHIPPING EXPENSE               | POLICE PATROL              | 59.66              |
| 104181       | WA STATE TREASURER   | PUBLIC SAFETY & BLDG REVENUE   | GENERAL FUND               | 108.00             |
|              | WA STATE TREASURER   |                                | GENERAL FUND               | 39,581.43          |
| 104182       | WASTE MANAGEMENT     | YARDWASTE/RECYCLE SERVICE      | RECYCLING OPERATION        | 111,000.96         |
| 104183       | WEBCHECK             | WEBCHECK SERVICES              | UTILITY BILLING            | 1,122.82           |
| 104184       | WEST COAST SIGNAL    | SIGNAL POLE REPLACEMENT        | STREET LIGHTING            | 7,362.00           |
| 104185       | WEST PAYMENT CENTER  | WEST INFORMATION CHARGES       | LEGAL - PROSECUTION        | 725.39             |
| 104186       | WILLIAMS, LINDA R    | REFUND CLASS FEES              | PARKS-RECREATION           | 40.00              |
| 104187       | WILLIAMSON, BRANDON  | UB 800308000003 6122 54TH DR N | WATER/SEWER OPERATION      | 41.26              |
| 104188       | WINTERS, KEVIN       | UB 757415480000 7415 48TH ST N | WATER/SEWER OPERATION      | 42.10              |
| 104189       | WISE, CYNTHIA        | UB 980098000578 3015 79TH AVE  | WATER/SEWER OPERATION      | 98.78              |
| 104190       | WOMACK, KEN          | UB 761281640000 6308 69TH DR N | WATER/SEWER OPERATION      | 18.52              |
| 104191       | WSCPA                | WSCPA DUES-SMITH               | POLICE ADMINISTRATION      | 50.00              |
| 104192       | YAKIMA COUNTY DOC    | INMATE HOUSING-OCT 2015        | DETENTION & CORRECTION     | 10,167.35          |
| 104193       | YATES, JULIE & FRED  | UB 860520000000 8021 51ST AVE  | WATER/SEWER OPERATION      | 231.80             |

WARRANT TOTAL: 638,939.15

CHECK #100924 CHECK LOST IN MAIL (267.33)

638,671.82

# *Index #7*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 2015

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

Please see attached.

|   |
|---|
| RECOMMENDED ACTION:<br><br>The Finance and Executive Departments recommend City Council approve the <b>November 25, 2015</b> claims in the amount of <b>\$1,799,351.60</b> paid by <b>Check No. 104194 through 104373 with Check No. 104131</b> voided. |
| COUNCIL ACTION:   |

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-11**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,799,351.60 PAID BY CHECK NO.'S 104194 THROUGH 104373 WITH CHECK NO. 104131 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 **14<sup>th</sup> DAY OF DECEMBER 2015.**

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

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

DATE: 11/25/2015  
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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 104194       | ARAMARK UNIFORM      | UNIFORM SERVICE                | SMALL ENGINE SHOP          | 4.15               |
|              | ARAMARK UNIFORM      |                                | EQUIPMENT RENTAL           | 38.83              |
| 104195       | BADGER, CHRISTINE    | CERT COURSE INSTRUCTOR         | EXECUTIVE ADMIN            | 600.00             |
| 104196       | BANK OF AMERICA      | TRAINING REIMBURSEMENT         | POLICE ADMINISTRATION      | 15.00              |
| 104197       | BANK OF AMERICA      | TRAVEL REIMBURSEMENT           | POLICE INVESTIGATION       | 930.91             |
| 104198       | BANK OF AMERICA      | SUPPLY/TRAVEL REIMBURSEMENT    | COMMUNITY DEVELOPMENT-     | 86.38              |
|              | BANK OF AMERICA      |                                | ENGR-GENL                  | 86.38              |
|              | BANK OF AMERICA      |                                | EQUIPMENT RENTAL           | 115.88             |
|              | BANK OF AMERICA      |                                | STORM DRAINAGE             | 302.33             |
|              | BANK OF AMERICA      |                                | ROADSIDE VEGETATION        | 428.61             |
| 104199       | BANK OF AMERICA      | TRAVEL REIMBURSEMENT           | POLICE ADMINISTRATION      | 1,760.76           |
| 104200       | BANK OF AMERICA      | SUPPLY/TRAVEL REIMBURSEMENT    | GENERAL FUND               | -64.16             |
|              | BANK OF AMERICA      |                                | POLICE ADMINISTRATION      | 99.00              |
|              | BANK OF AMERICA      |                                | POLICE PATROL              | 375.39             |
|              | BANK OF AMERICA      |                                | POLICE PATROL              | 417.76             |
|              | BANK OF AMERICA      |                                | POLICE PATROL              | 1,058.52           |
| 104201       | BARKER, ROCHELLE     | REIMBURSE SHIPPING EXPENSES    | LEGAL - PROSECUTION        | 12.65              |
| 104202       | BARRETT, SUZANNE     | INSTRUCTOR SERVICES            | RECREATION SERVICES        | 90.68              |
| 104203       | BARRON HEATING       | REFUND MECHANICAL PERMIT FEES  | NON-BUS LICENSES AND PEF   | 110.00             |
| 104204       | BENJAMIN, MATHEW     | JURY DUTY                      | COURTS                     | 13.42              |
| 104205       | BHC CONSULTANTS      | PROFESSIONAL SERVICES          | WASTE WATER TREATMENT F    | 2,027.33           |
| 104206       | BICKFORD FORD        | CORE REFUND                    | EQUIPMENT RENTAL           | -81.60             |
|              | BICKFORD FORD        | SENSOR                         | EQUIPMENT RENTAL           | 39.91              |
|              | BICKFORD FORD        | LOCK ASSEMBLY                  | EQUIPMENT RENTAL           | 81.51              |
|              | BICKFORD FORD        | ALTERNATOR W/CORE CHARGE       | EQUIPMENT RENTAL           | 505.01             |
| 104207       | BILLING DOCUMENT SPE | BILL PRINTING SERVICE          | UTILITY BILLING            | 462.29             |
| 104208       | BNSF RAILWAY COMPANY | APPLICATION FOR ROADWAY SURFAC | ARTERIAL STREET-GENL       | 750.00             |
| 104209       | BOB BARKER COMPANY   | JAIL SUPPLIES                  | DETENTION & CORRECTION     | 986.12             |
| 104210       | BRETT, ASHLEY        | JURY DUTY                      | COURTS                     | 12.85              |
| 104211       | BROWN, KENNETH       |                                | COURTS                     | 12.85              |
| 104212       | BROWNS PLUMBING      | WATER HEATER REPLACEMENT       | PARK & RECREATION FAC      | 855.71             |
| 104213       | BUILDERS EXCHANGE    | PUBLISH PROJECTS ONLINE        | WATER CAPITAL PROJECTS     | 45.00              |
| 104214       | BURGESS, MARYKE      | REIMBURSE BANNER COSTS         | COMMUNITY CENTER           | 65.27              |
| 104215       | CAPTAIN DIZZYS EXXON | CAR WASHES                     | COMMUNITY DEVELOPMENT-     | 4.50               |
|              | CAPTAIN DIZZYS EXXON |                                | POLICE PATROL              | 58.50              |
| 104216       | CARRS ACE            | WRAP AND PIN                   | TRANSPORTATION MANAGEM     | 35.87              |
|              | CARRS ACE            | SIGNS AND KEY TAGS             | WATER RESERVOIRS           | 66.55              |
| 104217       | CASCADE MACHINERY    | ANNUAL MAINTENANCE-COMPRESSORS | WASTE WATER TREATMENT F    | 1,551.17           |
| 104218       | CASCADE NATURAL GAS  | NATURAL GAS CHARGES            | WATER FILTRATION PLANT     | 490.43             |
| 104219       | CASCADIA CONSULTING  | STATEWIDE LID TRAINING (2)     | UTIL ADMIN                 | 53.24              |
|              | CASCADIA CONSULTING  |                                | UTIL ADMIN                 | 83.98              |
| 104220       | CENTRAL WELDING SUPP | GLOVES                         | ER&R                       | 186.70             |
| 104221       | CHAMPION BOLT        | 3/8 DRIVE                      | PARK & RECREATION FAC      | 7.57               |
| 104222       | CHEMTRADE CHEMICALS  | ALUMINUM SULFATE               | WASTE WATER TREATMENT F    | 4,044.92           |
| 104223       | CHIGBROW, KEITH      | JURY DUTY                      | COURTS                     | 18.55              |
| 104224       | CHRISTOPHERSON, BROO | REFUND CLASS FEES              | PARKS-RECREATION           | 46.00              |
| 104225       | CLARK, PAUL          | UB 780101000000 5234 64TH AVE  | WATER/SEWER OPERATION      | 9.61               |
| 104226       | CLAUSEN, CHRISTY     | JURY DUTY                      | COURTS                     | 11.14              |
| 104227       | CLEAN CUT TREE & STU | TREE REMOVAL                   | STORM DRAINAGE             | 2,176.00           |
| 104228       | COCHRON, MICHELLE    | RENTAL DEPOSIT REFUND          | GENERAL FUND               | 100.00             |
| 104229       | COLDWELL BANKER BAIN | UB 960671000002 1059 STATE AVE | WATER/SEWER OPERATION      | 58.53              |
| 104230       | COOP SUPPLY          | FASTENERS                      | PARK & RECREATION FAC      | 4.12               |



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| 104230       | COOP SUPPLY          | K-9 FOOD                       | K9 PROGRAM                 | 59.83              |
|              | COOP SUPPLY          | VISQUEEN                       | STORM DRAINAGE             | 92.47              |
| 104231       | CORNWELL TOOLS       | TOOL CABINET/WORK BENCH        | EQUIPMENT RENTAL           | 4,564.16           |
| 104232       | COUGAR TREE SERVICE  | TREE REMOVAL                   | ROADSIDE VEGETATION        | 244.80             |
| 104233       | CRIMINAL JUSTICE     | TRAINING (2)                   | POLICE TRAINING-FIREARMS   | 300.00             |
| 104234       | CUZ CONCRETE PROD    | SR 9 GATEWAY SIGN              | NON-DEPARTMENTAL           | 19,192.32          |
| 104235       | DAVIS, DAN & CRISTIN | UB 570703738004 17519 29TH DR  | WATER/SEWER OPERATION      | 86.18              |
| 104236       | DEARING, CYBIL       | RENTAL DEPOSIT REFUND          | GENERAL FUND               | 100.00             |
| 104237       | DELL                 | MONITOR                        | COMMUNITY DEVELOPMENT-     | 233.91             |
|              | DELL                 | MONITORS                       | TRIBAL GAMING-GENL         | 935.64             |
| 104238       | DICKS TOWING         | TOWING EXPENSE-487JFQ          | POLICE PATROL              | 43.52              |
|              | DICKS TOWING         |                                | POLICE PATROL              | 43.52              |
|              | DICKS TOWING         | TOWING EXPENSE-MP1500200908    | POLICE PATROL              | 43.52              |
|              | DICKS TOWING         | TOWING EXPENSE-MP15200695      | POLICE PATROL              | 43.52              |
|              | DICKS TOWING         | TOWING EXPENSE-MP2015002013    | POLICE PATROL              | 43.52              |
| 104239       | E&E LUMBER           | CONCRETE REFUND                | STORM DRAINAGE             | -126.24            |
|              | E&E LUMBER           | POLY FILM REFUND               | STORM DRAINAGE             | -78.33             |
|              | E&E LUMBER           | DUCT TAPE, HAMMER AND HANGERS  | MAINT OF GENL PLANT        | 11.47              |
|              | E&E LUMBER           | TEXTURE                        | ADMIN FACILITIES           | 11.48              |
|              | E&E LUMBER           | PLYWOOD                        | PARK & RECREATION FAC      | 11.84              |
|              | E&E LUMBER           | DUCT TAPE, HAMMER AND HANGERS  | ADMIN FACILITIES           | 14.59              |
|              | E&E LUMBER           | PAINT AND BELT                 | PARK & RECREATION FAC      | 19.30              |
|              | E&E LUMBER           | DUCT TAPE, HAMMER AND HANGERS  | FACILITY MAINTENANCE       | 22.97              |
|              | E&E LUMBER           | PLYWOOD                        | PARK & RECREATION FAC      | 35.51              |
|              | E&E LUMBER           | CONCRETE                       | STORM DRAINAGE             | 46.19              |
|              | E&E LUMBER           | CLAMPS, ADAPTERS, BUSHINGS AND | PARK & RECREATION FAC      | 47.65              |
|              | E&E LUMBER           | CONCRETE                       | PARK & RECREATION FAC      | 83.45              |
|              | E&E LUMBER           | POLY FILM                      | STORM DRAINAGE             | 154.56             |
|              | E&E LUMBER           | CONCRETE                       | STORM DRAINAGE             | 172.43             |
| 104240       | EDGE ANALYTICAL      | LAB ANALYSIS                   | WATER QUAL TREATMENT       | 10.50              |
|              | EDGE ANALYTICAL      |                                | WATER QUAL TREATMENT       | 12.00              |
|              | EDGE ANALYTICAL      |                                | WATER QUAL TREATMENT       | 12.00              |
|              | EDGE ANALYTICAL      |                                | WATER QUAL TREATMENT       | 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       | 58.00              |
|              | EDGE ANALYTICAL      |                                | WATER QUAL TREATMENT       | 199.50             |
| 104241       | ELANGOVAN, PRIYA & P | UB 750713000001 4818 72ND DR N | WATER/SEWER OPERATION      | 21.76              |
| 104242       | ENVIRONMENTAL CONTRO | JANITORIAL SERVICE             | PARK & RECREATION FAC      | 5,219.33           |
| 104243       | ESRI                 | 2016 ESRI DEVELOPER SUMMIT-DOO | UTIL ADMIN                 | 975.00             |
| 104244       | EVERETT, CITY OF     | LAB ANALYSIS                   | WATER QUAL TREATMENT       | 48.60              |
|              | EVERETT, CITY OF     |                                | WASTE WATER TREATMENT F    | 850.50             |
| 104245       | FERNANDEZ, RUTH      | JURY DUTY                      | COURTS                     | 11.14              |
| 104246       | FIRESTONE            | TIRES                          | EQUIPMENT RENTAL           | 558.27             |
| 104247       | FLORIAN, LLC         | INSTRUCTOR SERVICES            | RECREATION SERVICES        | 480.00             |
| 104248       | FRAINAS, TRACIE      | JURY DUTY                      | COURTS                     | 11.14              |
| 104249       | FRONTIER COMMUNICATI | ACCT #36065125170927115        | STREET LIGHTING            | 46.39              |
|              | FRONTIER COMMUNICATI | ACCT #36065774950927115        | STREET LIGHTING            | 46.39              |
|              | FRONTIER COMMUNICATI | ACCT #36065836350725085        | COMMUNITY DEVELOPMENT-     | 47.23              |

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| 104249       | FRONTIER COMMUNICATI | ACCT #36065836350725085        | UTIL ADMIN                 | 47.24              |
|              | FRONTIER COMMUNICATI | ACCT #42539763250319985        | PARK & RECREATION FAC      | 53.09              |
|              | FRONTIER COMMUNICATI | ACCT #36065831360617105        | MUNICIPAL COURTS           | 66.10              |
|              | FRONTIER COMMUNICATI | ACCT #36065962121015935        | MAINT OF GENL PLANT        | 66.10              |
|              | FRONTIER COMMUNICATI | ACCT #36065976670111075        | OFFICE OPERATIONS          | 66.10              |
|              | FRONTIER COMMUNICATI | ACCT #36065827660617105        | MUNICIPAL COURTS           | 66.27              |
|              | FRONTIER COMMUNICATI | ACCT #25300981920624965        | SEWER LIFT STATION         | 88.01              |
|              | FRONTIER COMMUNICATI | ACCT #36065191230801065        | WATER FILTRATION PLANT     | 97.42              |
| 104250       | GALLS, LLC           | UNIFORM-PIFFATH                | DETENTION & CORRECTION     | 173.62             |
|              | GALLS, LLC           |                                | DETENTION & CORRECTION     | 183.82             |
|              | GALLS, LLC           |                                | DETENTION & CORRECTION     | 1,142.87           |
| 104251       | GAMETIME             | PLAYGROUND EQUIP-PARKSIDE WAY  | PARK & RECREATION FAC      | 5,019.88           |
|              | GAMETIME             | PLAYGROUND EQUIP-TUSCANY       | PARK & RECREATION FAC      | 20,880.57          |
| 104252       | GERRER, DAN          | JURY DUTY                      | COURTS                     | 11.14              |
| 104253       | GOVERNMENTJOBS.COM   | NEGOV USER LICENSE             | PERSONNEL ADMINISTRATIOI   | 5,091.84           |
| 104254       | GRAINGER             | PHONE CASES                    | STORM DRAINAGE             | 23.34              |
| 104255       | GRAYBAR ELECTRIC CO  | PS EVIDENCE BLDG-MISC          | TECHNOLOGY REPLACEMEN      | 37.04              |
|              | GRAYBAR ELECTRIC CO  |                                | TECHNOLOGY REPLACEMEN      | 101.36             |
|              | GRAYBAR ELECTRIC CO  |                                | TECHNOLOGY REPLACEMEN      | 224.11             |
| 104256       | GREENHAUS PORTABLE   | PORTABLE RENTAL                | PARK & RECREATION FAC      | 242.00             |
| 104257       | GUNDERSON, JARL      | LEOFF 1 REIMBURSEMENT          | POLICE ADMINISTRATION      | 522.01             |
| 104258       | HAGGEN INC.          | CERT CLASS SUPPLIES            | EXECUTIVE ADMIN            | 55.24              |
| 104259       | HAMBLÉN, BRIDGETTE   | RENTAL DEPOSIT REFUND          | GENERAL FUND               | 100.00             |
| 104260       | HANSON, GARRY        | JURY DUTY                      | COURTS                     | 13.42              |
| 104261       | HD FOWLER COMPANY    | RETURN PVC                     | PARK & RECREATION FAC      | -55.66             |
|              | HD FOWLER COMPANY    | DRAIN PIPE                     | PARK & RECREATION FAC      | 6.71               |
|              | HD FOWLER COMPANY    | BAR AND POST DIGGER            | PARK & RECREATION FAC      | 146.08             |
|              | HD FOWLER COMPANY    | DRAINAGE                       | PARK & RECREATION FAC      | 233.49             |
|              | HD FOWLER COMPANY    | FITTINGS                       | WATER/SEWER OPERATION      | 520.67             |
| 104262       | HD SUPPLY WATERWORKS | REPAIR BANDS                   | WATER DIST MAINS           | 2,523.46           |
| 104263       | HE MITCHELL CO       | PADLOCKS                       | MAINT OF GENL PLANT        | 122.36             |
| 104264       | HEALTH, DEPT OF      | WW OPERATOR CERT-HERZOG        | COMMUNITY DEVELOPMENT-     | 42.00              |
| 104265       | HESLOP, MELISSA      | JURY DUTY                      | COURTS                     | 11.14              |
| 104266       | HIRATA VICTA, MICA   |                                | COURTS                     | 15.70              |
| 104267       | HUDSON, RYAN         |                                | COURTS                     | 15.70              |
| 104268       | HUENEFELD, KELLY     |                                | COURTS                     | 19.12              |
| 104269       | J. THAYER COMPANY    | OFFICE SUPPLIES                | WATER DIST MAINS           | 67.33              |
|              | J. THAYER COMPANY    |                                | WATER DIST MAINS           | 254.16             |
| 104270       | JUAREZ, ARLANA       | JURY DUTY                      | COURTS                     | 13.42              |
| 104271       | KASCH, BRAD          | UB 570704430000 2809 180TH ST  | WATER/SEWER OPERATION      | 169.00             |
| 104272       | KELLEY, MARCIA       | SHIPPING EXPENSE REIMBURSEMENT | PERSONNEL ADMINISTRATIOI   | 16.97              |
| 104273       | KENWORTH NORTHWEST   | HUB CAP ASSEMBLIES             | ER&R                       | 81.42              |
| 104274       | KIDZ LOVE SOCCER     | INSTRUCTOR SERVICES            | RECREATION SERVICES        | 394.80             |
|              | KIDZ LOVE SOCCER     |                                | RECREATION SERVICES        | 526.40             |
|              | KIDZ LOVE SOCCER     |                                | RECREATION SERVICES        | 932.40             |
|              | KIDZ LOVE SOCCER     |                                | RECREATION SERVICES        | 984.20             |
|              | KIDZ LOVE SOCCER     |                                | RECREATION SERVICES        | 1,250.20           |
| 104275       | KONECRANES, INC.     | CRANE INSPECTIONS              | WASTE WATER TREATMENT F    | 1,028.17           |
| 104276       | KRISCHANO, KRISTI    | RENTAL DEPOSIT REFUND          | GENERAL FUND               | 200.00             |
| 104277       | LAMOUREUX, JANIS     | REIMBURSE INTERVIEW SUPPLIES   | COMMUNITY DEVELOPMENT-     | 47.04              |
| 104278       | LANGDON, BRANDON     | JURY DUTY                      | COURTS                     | 12.28              |
| 104279       | LANGUAGE LINE        | INTERPRETER SERVICES           | POLICE INVESTIGATION       | 4.89               |

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| 104280       | LASTING IMPRESSIONS  | WOOL HATS                      | COMMUNITY DEVELOPMENT-     | 245.04             |
| 104281       | LES SCHWAB TIRE CTR  | REPAIR FLAT                    | EQUIPMENT RENTAL           | 41.88              |
|              | LES SCHWAB TIRE CTR  | TIRES                          | ER&R                       | 1,588.16           |
|              | LES SCHWAB TIRE CTR  |                                | EQUIPMENT RENTAL           | 1,696.69           |
| 104282       | LEWIS, RAYMOND       | JURY DUTY                      | COURTS                     | 12.28              |
| 104283       | LICENSING, DEPT OF   | STATE GUN DEALERS LICENSE      | GENERAL FUND               | 125.00             |
| 104284       | LORMAN EDUCATION SVC | REGISTRATION-CHENNAULT         | STORM DRAINAGE             | 219.00             |
| 104285       | LOWES HIW INC        | SQUARE STONES                  | PARK & RECREATION FAC      | 27.42              |
|              | LOWES HIW INC        | GAS CANS                       | WATER DIST MAINS           | 92.89              |
|              | LOWES HIW INC        | LED LIGHTS                     | WATER DIST MAINS           | 99.05              |
|              | LOWES HIW INC        | BINS, TOTES AND ORGANIZER      | WATER FILTRATION PLANT     | 114.51             |
| 104286       | MACREDES, AARON      | UB 987106350000 7106 35TH PL N | WATER/SEWER OPERATION      | 75.25              |
| 104287       | MARYSVILLE AWARDS    | NAMEPLATE                      | CITY CLERK                 | 9.90               |
|              | MARYSVILLE AWARDS    |                                | FINANCE-GENL               | 9.90               |
| 104288       | MARYSVILLE PRINTING  | POSTERS                        | COMMUNITY EVENTS           | 18.28              |
|              | MARYSVILLE PRINTING  | ENVELOPES                      | UTILITY BILLING            | 77.85              |
|              | MARYSVILLE PRINTING  | BUSINESS CARDS                 | STORM DRAINAGE             | 102.74             |
|              | MARYSVILLE PRINTING  |                                | WATER DIST MAINS           | 102.74             |
|              | MARYSVILLE PRINTING  |                                | UTILITY LOCATING           | 102.74             |
|              | MARYSVILLE PRINTING  |                                | ENGR-GENL                  | 205.48             |
| 104289       | MARYSVILLE SCHOOL    | FACILITY USAGE-TMS             | RECREATION SERVICES        | 108.00             |
|              | MARYSVILLE SCHOOL    |                                | RECREATION SERVICES        | 782.88             |
| 104290       | MARYSVILLE, CITY OF  | UTILITY SERVICE-TUSC RIDGE IRR | PARK & RECREATION FAC      | 127.72             |
|              | MARYSVILLE, CITY OF  | UTILITY SERVICE-6802 84TH ST N | PRO-SHOP                   | 191.30             |
| 104291       | MCCAIN TRAFFIC SPLY  | TRANSPARITY IMS                | CITY STREETS               | -484.00            |
|              | MCCAIN TRAFFIC SPLY  | PED PPB'S                      | TRANSPORTATION MANAGEM     | 1,033.60           |
|              | MCCAIN TRAFFIC SPLY  | TRANSPARITY IMS                | TRAFFIC CONTROL DEVICES    | 5,984.00           |
|              | MCCAIN TRAFFIC SPLY  | BBS W/CABINETS                 | TRAFFIC CONTROL DEVICES    | 30,159.38          |
| 104292       | MCCONNELL, MICHAEL   | JURY DUTY                      | COURTS                     | 14.78              |
| 104293       | MILLETT, JENNIFER    | REIMBURSE TRAVEL/CONFERENCE EX | LEGAL - PROSECUTION        | 756.69             |
| 104294       | MIRANDA, TONYA       | REIMBURSE MEETING SUPPLY EXPEN | EXECUTIVE ADMIN            | 362.08             |
| 104295       | MONZON, MEGAN        | REFUND CLASS FEES              | PARKS-RECREATION           | 46.00              |
| 104296       | MORGAN SOUND         | REPAIR MICS AND REPLACE CABLES | ADMIN FACILITIES           | 99.69              |
| 104297       | MOUNT, HERMAN        | LEOFF 1 REIMBURSEMENT          | POLICE ADMINISTRATION      | 352.68             |
| 104298       | MRSC                 | MRSC ROSTERS-RENEWAL           | FINANCE-GENL               | 360.00             |
| 104299       | NAIAD, PHYLLIS       | REFUND CLASS FEES              | PARKS-RECREATION           | 25.00              |
| 104300       | NATIONAL BARRICADE   | SIGNS                          | TRANSPORTATION MANAGEM     | 1,255.96           |
| 104301       | NELSON PETROLEUM     | TRANS FLUID                    | ER&R                       | 399.44             |
| 104302       | NORETEP              | UB 981800700000 18007 25TH AVE | WATER/SEWER OPERATION      | 6.85               |
| 104303       | NORTH SOUND HOSE     | FITTINGS AND TAPS              | SMALL ENGINE SHOP          | 33.05              |
| 104304       | NORTHSTAR CHEMICAL   | SODIUM HYPOCHLORITE            | WASTE WATER TREATMENT F    | 3,200.46           |
|              | NORTHSTAR CHEMICAL   |                                | WASTE WATER TREATMENT F    | 3,404.13           |
| 104305       | OFFICE DEPOT         | OFFICE SUPPLY CREDIT           | POLICE PATROL              | -55.64             |
|              | OFFICE DEPOT         | OFFICE SUPPLIES                | POLICE INVESTIGATION       | 11.86              |
|              | OFFICE DEPOT         |                                | POLICE INVESTIGATION       | 20.55              |
|              | OFFICE DEPOT         |                                | POLICE INVESTIGATION       | 30.26              |
|              | OFFICE DEPOT         |                                | POLICE PATROL              | 40.46              |
|              | OFFICE DEPOT         |                                | EXECUTIVE ADMIN            | 81.35              |
|              | OFFICE DEPOT         |                                | POLICE PATROL              | 161.85             |
|              | OFFICE DEPOT         |                                | OFFICE OPERATIONS          | 206.88             |
| 104306       | OLDCASTLE PRECAST    | REPLACEMENT HATCHES            | STORM DRAINAGE             | 1,300.17           |
| 104307       | PAC RIM CODE SERVICE | PROFESSIONAL SERVICES          | COMMUNITY DEVELOPMENT-     | 1,250.00           |

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| 104308       | PACIFIC TOPSOILS     | PLAYGROUND CHIPS               | PARK & RECREATION FAC      | 2,976.77           |
|              | PACIFIC TOPSOILS     |                                | PARK & RECREATION FAC      | 2,976.77           |
| 104309       | PARTS STORE, THE     | BRACKETS                       | EQUIPMENT RENTAL           | 9.23               |
|              | PARTS STORE, THE     | THREADLOCK                     | PARK & RECREATION FAC      | 28.92              |
|              | PARTS STORE, THE     | STRUTS                         | EQUIPMENT RENTAL           | 49.61              |
|              | PARTS STORE, THE     | WATER PUMP AND SERPENTINE BELT | EQUIPMENT RENTAL           | 70.31              |
|              | PARTS STORE, THE     | OIL SEPERATION PADS            | ER&R                       | 113.15             |
|              | PARTS STORE, THE     | RADIATOR, HOSES, THERMOSTAT AN | EQUIPMENT RENTAL           | 137.65             |
|              | PARTS STORE, THE     | FILTERS                        | ER&R                       | 140.31             |
|              | PARTS STORE, THE     | FILTERS AND WIPER BLADES       | ER&R                       | 250.98             |
| 104310       | PATRICK, RUSS & DEBB | UB 760206000000 7402 58TH PL N | WATER/SEWER OPERATION      | 7.47               |
| 104311       | PEACE OF MIND        | MINUTE TAKING SERVICE          | CITY CLERK                 | 108.50             |
|              | PEACE OF MIND        |                                | CITY CLERK                 | 117.80             |
|              | PEACE OF MIND        |                                | CITY CLERK                 | 139.50             |
|              | PEACE OF MIND        |                                | CITY CLERK                 | 142.60             |
| 104312       | PENWAY LTD           | LAND USE SIGNS                 | COMMUNITY DEVELOPMENT-     | 788.80             |
| 104313       | PETTY CASH- FINANCE  | MEETING SUPPLIES AND RECORDIN  | CITY COUNCIL               | 6.78               |
|              | PETTY CASH- FINANCE  |                                | NON-DEPARTMENTAL           | 10.00              |
|              | PETTY CASH- FINANCE  |                                | CITY COUNCIL               | 18.21              |
|              | PETTY CASH- FINANCE  |                                | CITY CLERK                 | 40.00              |
| 104314       | PETTY CASH- PARKS    | EVENT SUPPLIES, STORAGE AND KI | RECREATION SERVICES        | -43.43             |
|              | PETTY CASH- PARKS    |                                | OPERA HOUSE                | 7.02               |
|              | PETTY CASH- PARKS    |                                | PARK & RECREATION FAC      | 10.87              |
|              | PETTY CASH- PARKS    |                                | PARK & RECREATION FAC      | 16.20              |
|              | PETTY CASH- PARKS    |                                | OPERA HOUSE                | 19.57              |
|              | PETTY CASH- PARKS    |                                | OPERA HOUSE                | 19.64              |
|              | PETTY CASH- PARKS    |                                | RECREATION SERVICES        | 61.89              |
| 104315       | PILCHUCK RENTALS     | WASH RACK SUPPLIES             | MAINT OF GENL PLANT        | 101.74             |
|              | PILCHUCK RENTALS     | TRENCHER RENTAL                | PARK & RECREATION FAC      | 186.05             |
| 104316       | PLACE, JORDAN        | JURY DUTY                      | COURTS                     | 21.40              |
| 104317       | POLSON, KAITLYN      | RENTAL DEPOSIT REFUND          | GENERAL FUND               | 100.00             |
| 104318       | PRICE, JULIUS        | REFUND CLASS FEES              | PARKS-RECREATION           | 70.00              |
| 104319       | PRO-TECTION SEATTLE  | SOLAR WINDOW FILM INSTALLATION | PUBLIC SAFETY BLDG.        | 1,000.09           |
| 104320       | PROVIDENCE EVERETT M | INMATE MEDICAL CARE            | DETENTION & CORRECTION     | 4,250.06           |
| 104321       | PUD                  | ACCT #2010-6528-1              | PARK & RECREATION FAC      | 3.92               |
|              | PUD                  | ACCT #2023-4068-3              | PARK & RECREATION FAC      | 8.77               |
|              | PUD                  | ACCT #2051-3624-5              | SEWER LIFT STATION         | 15.81              |
|              | PUD                  | ACCT #2024-6103-4              | UTIL ADMIN                 | 16.43              |
|              | PUD                  | ACCT #2020-3113-4              | PUMPING PLANT              | 17.42              |
|              | PUD                  | ACCT #2206-7983-1              | GMA - STREET               | 19.82              |
|              | PUD                  | ACCT #2016-6804-3              | PARK & RECREATION FAC      | 20.64              |
|              | PUD                  | ACCT #2024-7643-8              | SEWER LIFT STATION         | 25.60              |
|              | PUD                  | ACCT #2016-7213-6              | SEWER LIFT STATION         | 28.31              |
|              | PUD                  | ACCT #2021-7815-8              | SEWER LIFT STATION         | 29.04              |
|              | PUD                  | ACCT #2027-9465-7              | TRANSPORTATION MANAGEM     | 37.33              |
|              | PUD                  | ACCT #2026-9433-7              | TRANSPORTATION MANAGEM     | 40.01              |
|              | PUD                  | ACCT #2024-9948-9              | COMMUNITY EVENTS           | 42.03              |
|              | PUD                  | ACCT #2035-6975-1              | STORM DRAINAGE             | 43.85              |
|              | PUD                  | ACCT #2020-1258-9              | PARK & RECREATION FAC      | 45.57              |
|              | PUD                  | ACCT #2031-9973-2              | TRANSPORTATION MANAGEM     | 49.42              |
|              | PUD                  | ACCT #2035-1961-6              | NON-DEPARTMENTAL           | 50.79              |
|              | PUD                  | ACCT #2030-0516-0              | STREET LIGHTING            | 51.19              |

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TIME: 8:46:09AM

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 104321       | PUD                  | ACCT #2022-8858-5              | TRANSPORTATION MANAGEM     | 62.68              |
|              | PUD                  | ACCT #2020-0351-3              | PUMPING PLANT              | 63.84              |
|              | PUD                  | ACCT#2021-7595-6               | TRAFFIC CONTROL DEVICES    | 66.30              |
|              | PUD                  | ACCT #2023-6854-4              | TRANSPORTATION MANAGEM     | 73.41              |
|              | PUD                  | ACCT #2005-7184-2              | TRANSPORTATION MANAGEM     | 78.45              |
|              | PUD                  | ACCT #2020-0032-9              | PARK & RECREATION FAC      | 83.63              |
|              | PUD                  | ACCT #2000-8403-6              | TRANSPORTATION MANAGEM     | 96.61              |
|              | PUD                  | ACCT #2007-9006-1              | PARK & RECREATION FAC      | 108.50             |
|              | PUD                  | ACCT #2206-8134-0              | STORM DRAINAGE             | 123.19             |
|              | PUD                  | ACCT #2024-2648-2              | PUBLIC SAFETY BLDG.        | 131.29             |
|              | PUD                  | ACCT #2023-6855-1              | PARK & RECREATION FAC      | 146.87             |
|              | PUD                  | ACCT #2012-2506-7              | PARK & RECREATION FAC      | 147.47             |
|              | PUD                  | ACCT #2048-2122-7              | TRAFFIC CONTROL DEVICES    | 163.18             |
|              | PUD                  | ACCT #2006-2538-2              | SEWER LIFT STATION         | 249.98             |
|              | PUD                  | ACCT #2012-4769-9              | STREET LIGHTING            | 336.22             |
|              | PUD                  | ACCT #2032-2345-8              | PARK & RECREATION FAC      | 349.85             |
|              | PUD                  | ACCT #2054-1976-5              | PUBLIC SAFETY BLDG.        | 375.12             |
|              | PUD                  | ACCT #2010-2160-7              | PARK & RECREATION FAC      | 428.81             |
|              | PUD                  | ACCT #2010-2169-8              | PARK & RECREATION FAC      | 430.04             |
|              | PUD                  | ACCT #2000-7044-9              | TRANSPORTATION MANAGEM     | 485.74             |
|              | PUD                  | ACCT #2023-0972-0              | TRAFFIC CONTROL DEVICES    | 492.47             |
|              | PUD                  | ACCT #2004-7954-1              | COMMUNITY CENTER           | 556.73             |
|              | PUD                  | ACCT #2005-8648-5              | SEWER LIFT STATION         | 566.06             |
|              | PUD                  | ACCT #2026-8928-7              | WASTE WATER TREATMENT F    | 599.16             |
|              | PUD                  | ACCT #2015-8728-4              | WASTE WATER TREATMENT F    | 1,209.43           |
|              | PUD                  | ACCT #2008-2454-8              | MAINT OF GENL PLANT        | 1,385.38           |
|              | PUD                  | ACCT #2011-4725-3              | PUMPING PLANT              | 2,117.62           |
|              | PUD                  | ACCT #2003-0347-7              | WATER FILTRATION PLANT     | 2,152.74           |
|              | PUD                  | ACCT #2014-6303-1              | PUBLIC SAFETY BLDG.        | 3,273.15           |
|              | PUD                  | ACCT #2015-7792-1              | PUMPING PLANT              | 3,579.48           |
|              | PUD                  | ACCT #2020-7500-8              | WASTE WATER TREATMENT F    | 4,402.99           |
|              | PUD                  | ACCT #2014-2063-5              | WASTE WATER TREATMENT F    | 8,856.40           |
|              | PUD                  | ACCT #2017-2118-0              | WASTE WATER TREATMENT F    | 18,527.42          |
| 104322       | QUILLEN, SUZANNE     | INSTRUCTOR SERVICES            | RECREATION SERVICES        | 32.40              |
| 104323       | RADEK, ZENA          | UB 04267000000 9516 62ND DR N  | WATER/SEWER OPERATION      | 290.82             |
| 104324       | RAILROAD MANAGEMENT  | WATER PIPELINE CROSSING        | UTIL ADMIN                 | 176.86             |
| 104325       | REILLY, WILLIAM H &  | SENSOR CALIBRATION             | PUMPING PLANT              | 21.62              |
| 104326       | RORABAUGH, VICTOR    | UB 055512890000 5512 89TH PL N | WATER/SEWER OPERATION      | 104.50             |
| 104327       | RRJ COMPANY LLC      | PAY ESTIMATE #5                | GMA-STREET                 | -56,414.12         |
|              | RRJ COMPANY LLC      |                                | GMA - STREET               | 1,128,282.44       |
| 104328       | RUIJTERS, MAX        | UB 241211256000 12112 56TH DR  | WATER/SEWER OPERATION      | 62.57              |
| 104329       | SAPP, BRANDON        | JURY DUTY                      | COURTS                     | 12.85              |
| 104330       | SHELLER, LORI        |                                | COURTS                     | 15.70              |
| 104331       | SCIENTIFIC SUPPLY    | TUBING                         | WASTE WATER TREATMENT F    | 304.59             |
|              | SCIENTIFIC SUPPLY    | TUBING AND FILTERS             | WASTE WATER TREATMENT F    | 498.95             |
| 104332       | SCORE                | INMATE MEDICAL                 | DETENTION & CORRECTION     | 49.73              |
|              | SCORE                | INMATE HOUSING-OCT 2015        | DETENTION & CORRECTION     | 27,569.00          |
| 104333       | SEATTLE TIMES, THE   | SUBSCRIPTION                   | EXECUTIVE ADMIN            | 92.30              |
| 104334       | SENTINEL OFFENDER SE | ELEC HOME MONITORING           | DETENTION & CORRECTION     | 989.08             |
| 104335       | SHAHBAZI, FRED       | UB 721450000001 6708 19TH DR N | WATER/SEWER OPERATION      | 26.03              |
| 104336       | SKYLINE COMM         | FIBER TO EVIDENCE              | TECHNOLOGY REPLACEMEN      | 8,773.00           |
| 104337       | SMARSH INC           | MOBILE TEXT                    | COMPUTER SERVICES          | 27.00              |

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 104338       | SNAP-ON INCORPORATED | DRILL AND SCREWDRIVER KIT      | EQUIPMENT RENTAL           | 540.69             |
| 104339       | SNO CO TREASURER     | INMATE HOUSING-OCT 2015        | DETENTION & CORRECTION     | 11,699.22          |
| 104340       | SNYDER, CANON        | DJ SERVICES                    | RECREATION SERVICES        | 375.00             |
| 104341       | SORBO, MEGAN         | JURY DUTY                      | COURTS                     | 15.70              |
| 104342       | SOUND PUBLISHING     | LEGAL ADS                      | CITY CLERK                 | 85.04              |
| 104343       | SOUND PUBLISHING     |                                | COMMUNITY DEVELOPMENT-     | 266.17             |
| 104344       | SOUND SAFETY         | BOOT REPLACEMENT EXCHANGE BALA | SOLID WASTE OPERATIONS     | 7.70               |
|              | SOUND SAFETY         | TSHIRTS                        | ER&R                       | 321.72             |
|              | SOUND SAFETY         | JEANS AND BOOTS-BALLOU & DAY   | SOLID WASTE OPERATIONS     | 420.31             |
| 104345       | SOUTHERN COMPUTER    | HDMI CABLES                    | COMPUTER SERVICES          | 163.13             |
| 104346       | SPRINGBROOK NURSERY  | TOPSOIL                        | PARK & RECREATION FAC      | 16.69              |
|              | SPRINGBROOK NURSERY  | ROCK                           | PARK & RECREATION FAC      | 23.16              |
|              | SPRINGBROOK NURSERY  | PEA GRAVEL                     | PARK & RECREATION FAC      | 27.19              |
|              | SPRINGBROOK NURSERY  | TOPSOIL                        | TRANSPORTATION MANAGEM     | 33.39              |
|              | SPRINGBROOK NURSERY  | SAND                           | PARK & RECREATION FAC      | 40.93              |
|              | SPRINGBROOK NURSERY  | TOPSOIL                        | TRANSPORTATION MANAGEM     | 83.47              |
|              | SPRINGBROOK NURSERY  | BARK                           | PARK & RECREATION FAC      | 111.47             |
|              | SPRINGBROOK NURSERY  |                                | PARK & RECREATION FAC      | 111.47             |
|              | SPRINGBROOK NURSERY  |                                | PARK & RECREATION FAC      | 111.47             |
|              | SPRINGBROOK NURSERY  | TOPSOIL                        | TRANSPORTATION MANAGEM     | 166.94             |
|              | SPRINGBROOK NURSERY  |                                | TRANSPORTATION MANAGEM     | 188.48             |
|              | SPRINGBROOK NURSERY  | BARK                           | PARK & RECREATION FAC      | 334.41             |
| 104347       | STADLER, DONALD RAY  | WITNESS FEES                   | MUNICIPAL COURTS           | 38.50              |
| 104348       | STAPLES              | CREDIT FOR INV 3281411719      | UTILITY BILLING            | -31.50             |
|              | STAPLES              | OFFICE SUPPLIES                | PARK & RECREATION FAC      | 168.76             |
| 104349       | STRATEGIES 360       | PROFESSIONAL SERVICES          | GENERAL SERVICES - OVERH-  | 1,050.00           |
|              | STRATEGIES 360       |                                | WASTE WATER TREATMENT F    | 1,050.00           |
|              | STRATEGIES 360       |                                | UTIL ADMIN                 | 1,400.00           |
| 104350       | STROPE, JASON        | REIMBURSE CDL FEES             | UTIL ADMIN                 | 102.00             |
| 104351       | SUBURBAN PROPANE     | PROPANE                        | PARK & RECREATION FAC      | 229.02             |
| 104352       | SUMMIT LAW GROUP     | GENERAL LABOR                  | PERSONNEL ADMINISTRATIO    | 213.50             |
| 104353       | SUNNYSIDE NURSERY    | PLANTS AND MATERIALS-71ST AVE  | TRANSPORTATION MANAGEM     | 462.02             |
| 104354       | SUNSET AUTO & FLEET  | REPAIR ACCIDENT DAMAGE-#556    | EQUIPMENT RENTAL           | 7,079.19           |
| 104355       | TESSCO INC           | ANTENNAS, BRACKETS AND CABLES  | ER&R                       | 606.16             |
| 104356       | TRACY, CLINT         | REFUND CLASS FEES              | PARKS-RECREATION           | 70.00              |
| 104357       | TRAFFIC SAFETY SUPPL | POSTS AND ANCHORS              | TRANSPORTATION MANAGEM     | 2,159.69           |
| 104358       | TULALIP TRIBAL COURT | BAIL POSTED                    | GENERAL FUND               | 1,500.00           |
| 104359       | TULALIP TRIBES OF WA | QWULOOLT ESTUARY RESTORATION   | GMA-PARKS                  | 80,369.85          |
| 104360       | UNITED PARCEL SERVIC | SHIPPING EXPENSE               | POLICE PATROL              | 15.82              |
| 104361       | UTILITIES UNDERGROUN | EXCAVATION NOTICES             | UTILITY LOCATING           | 471.24             |
| 104362       | VASCONI, DAVID       | TRAVEL/CONFERENCE REIMBURSEMEN | POLICE TRAINING-FIREARMS   | 134.94             |
| 104363       | VERIZON              | WIRELESS CHARGES               | PURCHASING/CENTRAL STOF    | 22.09              |
|              | VERIZON              |                                | UTILITY BILLING            | 44.18              |
|              | VERIZON              |                                | CRIME PREVENTION           | 46.42              |
|              | VERIZON              |                                | ANIMAL CONTROL             | 54.94              |
|              | VERIZON              |                                | PERSONNEL ADMINISTRATIO    | 54.94              |
|              | VERIZON              |                                | MUNICIPAL COURTS           | 77.03              |
|              | VERIZON              |                                | OFFICE OPERATIONS          | 97.32              |
|              | VERIZON              |                                | YOUTH SERVICES             | 109.88             |
|              | VERIZON              |                                | FACILITY MAINTENANCE       | 109.88             |
|              | VERIZON              |                                | PROPERTY TASK FORCE        | 111.16             |
|              | VERIZON              |                                | EQUIPMENT RENTAL           | 121.21             |

DATE: 11/25/2015  
 TIME: 8:46:09AM

**CITY OF MARYSVILLE  
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**FOR INVOICES FROM 11/19/2015 TO 11/25/2015**

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 104363       | VERIZON              | WIRELESS CHARGES               | FINANCE-GENL               | 129.88             |
|              | VERIZON              |                                | LEGAL-GENL                 | 149.89             |
|              | VERIZON              |                                | EXECUTIVE ADMIN            | 164.82             |
|              | VERIZON              |                                | LEGAL - PROSECUTION        | 164.82             |
|              | VERIZON              |                                | RECREATION SERVICES        | 165.39             |
|              | VERIZON              |                                | PARK & RECREATION FAC      | 176.15             |
|              | VERIZON              |                                | ENGR-GENL                  | 198.24             |
|              | VERIZON              |                                | DETENTION & CORRECTION     | 214.49             |
|              | VERIZON              |                                | WATER SUPPLY MAINS         | 240.12             |
|              | VERIZON              |                                | COMMUNITY DEVELOPMENT-     | 298.46             |
|              | VERIZON              |                                | WASTE WATER TREATMENT F    | 387.38             |
|              | VERIZON              |                                | SOLID WASTE CUSTOMER EX    | 416.78             |
|              | VERIZON              |                                | POLICE INVESTIGATION       | 418.91             |
|              | VERIZON              |                                | GENERAL SERVICES - OVERH   | 451.99             |
|              | VERIZON              |                                | STORM DRAINAGE             | 483.66             |
|              | VERIZON              |                                | COMPUTER SERVICES          | 491.33             |
|              | VERIZON              |                                | POLICE ADMINISTRATION      | 710.62             |
|              | VERIZON              |                                | UTIL ADMIN                 | 1,565.09           |
|              | VERIZON              |                                | POLICE PATROL              | 4,479.62           |
| 104364       | WA STATE BAR ASSOCIA | LICENSE RENEWAL-OLIVERS        | LEGAL - PROSECUTION        | 408.60             |
|              | WA STATE BAR ASSOCIA | LICENSE RENEWAL-WALKER         | LEGAL - PROSECUTION        | 408.60             |
| 104365       | WA STATE TREASURER   | FORFEITURES-3RD QTR 2015       | POLICE PATROL              | 160.77             |
|              | WA STATE TREASURER   |                                | DRUG SEIZURE               | 3,769.30           |
| 104366       | WAGeworks            | FLEX PLAN FEES                 | PERSONNEL ADMINISTRATIOI   | 57.00              |
| 104367       | WEST PAYMENT CENTER  | WEST INFORMATION CHARGES       | POLICE INVESTIGATION       | 234.03             |
| 104368       | WESTERN PETERBILT    | DIAGNOSE TRANSMISSION          | EQUIPMENT RENTAL           | 125.55             |
|              | WESTERN PETERBILT    | 2015 AUTOCAR REFUSE TRUCK      | EQUIPMENT RENTAL           | 336,116.73         |
| 104369       | WETZEL, JAKE         | MEAL REIMBURSEMENT-TRAINING    | TRAINING                   | 26.15              |
| 104370       | WIDE FORMAT COMPANY  | MAINTENANCE AGREEMENT KIP PRIN | UTIL ADMIN                 | 106.62             |
| 104371       | WIKSTROM, RONALD     | JURY DUTY                      | COURTS                     | 15.70              |
| 104372       | WINELAND, CARL       | MILEAGE REIMBURSEMENT          | UTIL ADMIN                 | 69.35              |
| 104373       | WINGET, TERRI        | UB 570612000000 17411 27TH AVE | WATER/SEWER OPERATION      | 87.71              |

**WARRANT TOTAL: 1,799,711.60**

**CHECK #104131      INITIATOR ERROR      (360.00)**

**1,799,351.60**

# *Index #8*



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2015**

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

Please see attached.

|  |
|--|
| RECOMMENDED ACTION:<br><br>The Finance and Executive Departments recommend City Council approve the <b>December 2, 2015</b> claims in the amount of <b>\$669,160.21</b> paid by <b>Check No. 104374 through 104497 with no Check No. voided.</b> |
| COUNCIL ACTION:  |

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-12**

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 **\$669,160.21 PAID BY CHECK NO.'S 104374 THROUGH 104497 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 **14<sup>th</sup> DAY OF DECEMBER 2015.**

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

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

DATE: 12/2/2015  
TIME: 9:18:06AM

**CITY OF MARYSVILLE  
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| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>        | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 104374       | ABOU-ZAKI, KAMAL     | INTERPRETER SERVICES           | COURTS                     | 125.00             |
| 104375       | ALBERTSONS           | INMATE SUPPLIES                | DETENTION & CORRECTION     | 30.21              |
| 104376       | APS, INC.            | POSTAGE LABELS                 | OFFICE OPERATIONS          | 76.16              |
| 104377       | ARAMARK UNIFORM      | UNIFORM SERVICE                | SMALL ENGINE SHOP          | 4.15               |
|              | ARAMARK UNIFORM      |                                | SMALL ENGINE SHOP          | 4.15               |
|              | ARAMARK UNIFORM      |                                | EQUIPMENT RENTAL           | 38.83              |
|              | ARAMARK UNIFORM      |                                | EQUIPMENT RENTAL           | 113.94             |
| 104378       | AUTOMOTIVE RESOURCES | MOBILE LIFT                    | EQUIPMENT RENTAL           | 52,689.07          |
| 104379       | BANK OF AMERICA      | SERVICE REIMBURSEMENT          | POLICE INVESTIGATION       | 154.75             |
| 104380       | BILLING DOCUMENT SPE | BILL PRINTING SERVICE          | UTILITY BILLING            | 3,432.85           |
| 104381       | BNSF RAILWAY COMPANY | WORK PERFORMED                 | GMA - STREET               | 1,414.47           |
|              | BNSF RAILWAY COMPANY |                                | GMA - STREET               | 10,154.00          |
| 104382       | BRAKE AND CLUTCH     | GASKET KIT                     | EQUIPMENT RENTAL           | 285.15             |
| 104383       | BREAK THROUGH DEZIGN | DECALS AND INSTALLATION-PSB    | PUBLIC SAFETY BLDG.        | 163.20             |
| 104384       | BUILDING SPECIALTIES | CEILING TILES                  | WASTE WATER TREATMENT F    | 44.15              |
| 104385       | BUSINESS & LEGAL     | 2016 HR LAWS                   | PERSONNEL ADMINISTRATIO    | 1,350.00           |
| 104386       | CARRS ACE            | HARDWARE                       | TRANSPORTATION MANAGEM     | 10.88              |
| 104387       | CASCADIA CONSULTING  | STATEWIDE LID TRAINING-MORRISO | UTIL ADMIN                 | 53.24              |
| 104388       | CEMEX                | ASPHALT                        | ROADWAY MAINTENANCE        | 347.42             |
|              | CEMEX                |                                | STORM DRAINAGE             | 1,179.86           |
| 104389       | CENTRAL WELDING SUPP | CYLINDER RENTAL                | ROADWAY MAINTENANCE        | 13.87              |
| 104390       | CHEMTRADE CHEMICALS  | ALUMINUM SULFATE               | WASTE WATER TREATMENT F    | 4,053.98           |
|              | CHEMTRADE CHEMICALS  |                                | WASTE WATER TREATMENT F    | 4,078.00           |
| 104391       | CNI LOCATES LTD      | LOCATE SERVICE                 | SEWER CAPITAL PROJECTS     | 382.50             |
| 104392       | COMCAST              | CABLE SERVICE-KBCC             | BAXTER CENTER APPRE        | 51.50              |
|              | COMCAST              | MONTHLY BROADBAND CHARGE       | COMPUTER SERVICES          | 253.99             |
| 104393       | COMMERCIAL FIRE      | FIRE EXTINGUISHER SERVICE      | ER&R                       | 120.33             |
| 104394       | CONCUT, INC          | SAW BLADES                     | SEWER MAIN COLLECTION      | 588.78             |
|              | CONCUT, INC          |                                | ROADWAY MAINTENANCE        | 588.78             |
| 104395       | COOP SUPPLY          | DOOR PULLS AND HOOKS           | WATER DIST MAINS           | 47.16              |
| 104396       | COPIERS NORTHWEST    | PRINTER LEASE                  | OFFICE OPERATIONS          | 1,930.15           |
| 104397       | CORRECTIONS, DEPT OF | INMATE MEALS                   | DETENTION & CORRECTION     | 2,478.80           |
| 104398       | COUNTRY GREEN TURF   | TURF                           | TRANSPORTATION MANAGEM     | 173.20             |
| 104399       | CRAIN, JASON         | REIMBURSE MEALS-TRAINING       | UTIL ADMIN                 | 21.46              |
| 104400       | CREETH, JEROLD & LAU | UB 768321000000 8321 74TH DR N | WATER/SEWER OPERATION      | 9.77               |
| 104401       | CUZ CONCRETE PROD    | CATCH BASINS                   | STORM DRAINAGE             | 129.05             |
| 104402       | DCI PAINTING & CONST | HOLDING CELL WORK              | PUBLIC SAFETY BLDG.        | 544.00             |
| 104403       | DELL                 | TRAFFIC TECH LAPTOP            | IS REPLACEMENT ACCOUNTS    | 108.30             |
|              | DELL                 | ADAPTER AND DOCK               | TRANSPORTATION MANAGEM     | 367.18             |
|              | DELL                 | MONITORS                       | TRANSPORTATION MANAGEM     | 374.25             |
|              | DELL                 | TRAFFIC TECH LAPTOP            | TRANSPORTATION MANAGEM     | 1,141.70           |
| 104404       | DEPALMA, ARLINE      | INSTRUCTOR SERVICES            | COMMUNITY CENTER           | 185.60             |
| 104405       | DICKS TOWING         | TOWING EXPENSE                 | EQUIPMENT RENTAL           | 43.52              |
|              | DICKS TOWING         | TOWING EXPENSE-MP15-00202702   | POLICE PATROL              | 43.52              |
|              | DICKS TOWING         | TOWING EXPENSE-MP15-00202896   | POLICE PATROL              | 43.52              |
|              | DICKS TOWING         | TOWING EXPENSE-MP15-00203034   | POLICE PATROL              | 43.52              |
| 104406       | DUNLAP INDUSTRIAL    | BROOMS AND HANDLES             | ER&R                       | 224.22             |
| 104407       | E&E LUMBER           | CONNECTOR                      | PUBLIC SAFETY BLDG.        | 8.34               |
|              | E&E LUMBER           | MASONARY GRIND AND DISKS       | STORM DRAINAGE             | 17.30              |
|              | E&E LUMBER           | BLADES                         | ROADSIDE VEGETATION        | 56.26              |
|              | E&E LUMBER           | BRUSH HEADS                    | ER&R                       | 260.86             |
| 104408       | EAGLE FENCE          | INSTALL FENCING                | ROADSIDE VEGETATION        | 680.00             |

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| 104409       | EL HAYEK, ISSA       | UB 038211830000 8211 83RD PL N | WATER/SEWER OPERATION      | 55.19              |
| 104410       | EMERALD HILLS        | COFFEE SUPPLIES                | BAXTER CENTER APPRE        | 118.77             |
| 104411       | ENVIRONMENTAL PRODUC | SPOT LIGHTS                    | WATER/SEWER OPERATION      | -40.96             |
|              | ENVIRONMENTAL PRODUC |                                | STORM DRAINAGE             | 253.22             |
|              | ENVIRONMENTAL PRODUC |                                | SEWER MAIN COLLECTION      | 253.23             |
| 104412       | EVERETT HERALD       | SUBSCRIPTION                   | EXECUTIVE ADMIN            | 186.00             |
| 104413       | EVERETT, CITY OF     | ANIMAL SHELTER FEES-OCT 2015   | ANIMAL CONTROL             | 4,340.00           |
| 104414       | FEENEY WIRELESS      | MODEM REPLACEMENT              | IS REPLACEMENT ACCOUNTS    | 3,165.83           |
| 104415       | FIRE PROTECTION INC  | SERVICE CALL-MILL PROPERTY     | MAINT OF GENL PLANT        | 251.87             |
| 104416       | FRONTIER COMMUNICATI | PHONE CHARGES                  | POLICE ADMINISTRATION      | 43.78              |
|              | FRONTIER COMMUNICATI |                                | ADMIN FACILITIES           | 43.78              |
|              | FRONTIER COMMUNICATI |                                | COMMUNICATION CENTER       | 43.78              |
|              | FRONTIER COMMUNICATI |                                | UTILITY BILLING            | 43.78              |
|              | FRONTIER COMMUNICATI |                                | GENERAL SERVICES - OVERF   | 43.78              |
|              | FRONTIER COMMUNICATI |                                | COMMUNITY DEVELOPMENT-     | 87.56              |
|              | FRONTIER COMMUNICATI |                                | POLICE PATROL              | 87.56              |
|              | FRONTIER COMMUNICATI |                                | DETENTION & CORRECTION     | 87.56              |
|              | FRONTIER COMMUNICATI |                                | OFFICE OPERATIONS          | 87.56              |
|              | FRONTIER COMMUNICATI |                                | COMMUNITY CENTER           | 87.56              |
|              | FRONTIER COMMUNICATI |                                | GOLF ADMINISTRATION        | 87.56              |
|              | FRONTIER COMMUNICATI |                                | GOLF ADMINISTRATION        | 87.56              |
|              | FRONTIER COMMUNICATI |                                | WASTE WATER TREATMENT F    | 175.11             |
|              | FRONTIER COMMUNICATI |                                | PARK & RECREATION FAC      | 218.86             |
|              | FRONTIER COMMUNICATI |                                | UTIL ADMIN                 | 301.03             |
| 104417       | GALDE, JARED & ELISA | UB 060070000000 5604 91ST PL N | WATER/SEWER OPERATION      | 47.09              |
| 104418       | GALLS, LLC           | UNIFORM-ORSBORN                | OFFICE OPERATIONS          | 91.94              |
|              | GALLS, LLC           | NIK KITS                       | POLICE PATROL              | 504.39             |
| 104419       | GOBLE SAMPSON ASSOC  | ROTOR FOR PUMP                 | WASTE WATER TREATMENT F    | 498.87             |
| 104420       | GOLDEN CORAL         | EMPLOYEE APPRECIATION EVENT    | PERSONNEL ADMINISTRATION   | 620.16             |
| 104421       | GOVCONNECTION INC    | POE TESTER                     | COMPUTER SERVICES          | 21.28              |
| 104422       | GRAINGER             | TIME DELAY RELAYS              | SOURCE OF SUPPLY           | 163.79             |
|              | GRAINGER             | FILTERS AND BREAKERS           | WASTE WATER TREATMENT F    | 245.78             |
| 104423       | GRIFFEN, CHRIS       | PUBLIC DEFENDER                | LEGAL - PUBLIC DEFENSE     | 112.50             |
|              | GRIFFEN, CHRIS       |                                | LEGAL - PUBLIC DEFENSE     | 262.50             |
|              | GRIFFEN, CHRIS       |                                | LEGAL - PUBLIC DEFENSE     | 262.50             |
|              | GRIFFEN, CHRIS       |                                | LEGAL - PUBLIC DEFENSE     | 300.00             |
|              | GRIFFEN, CHRIS       |                                | LEGAL - PUBLIC DEFENSE     | 300.00             |
|              | GRIFFEN, CHRIS       |                                | LEGAL - PUBLIC DEFENSE     | 300.00             |
|              | GRIFFEN, CHRIS       |                                | LEGAL - PUBLIC DEFENSE     | 300.00             |
|              | GRIFFEN, CHRIS       |                                | LEGAL - PUBLIC DEFENSE     | 300.00             |
| 104424       | HACH COMPANY         | SENSOR CAPS                    | WASTE WATER TREATMENT F    | 698.14             |
| 104425       | HD FOWLER COMPANY    | HARDWARE                       | WATER/SEWER OPERATION      | 31.47              |
|              | HD FOWLER COMPANY    | FITTING                        | WATER/SEWER OPERATION      | 31.71              |
|              | HD FOWLER COMPANY    | FITTINGS, METER STOPS AND CLAM | WATER/SEWER OPERATION      | 277.02             |
|              | HD FOWLER COMPANY    | SUMP PUMP                      | SOURCE OF SUPPLY           | 298.02             |
|              | HD FOWLER COMPANY    | BRASS ELLS AND RESETTERS       | WATER/SEWER OPERATION      | 385.33             |
|              | HD FOWLER COMPANY    | QUICK JOINTS                   | WATER/SEWER OPERATION      | 412.05             |
|              | HD FOWLER COMPANY    | FITTINGS AND COUPLINGS         | WATER/SEWER OPERATION      | 432.54             |
|              | HD FOWLER COMPANY    | GASKETS, RESETTERS AND HARDWAR | WATER/SEWER OPERATION      | 503.29             |
|              | HD FOWLER COMPANY    | MARKING PAINT AND DUCT TAPE    | ER&R                       | 516.17             |
|              | HD FOWLER COMPANY    | FITTINGS AND COUPLINGS         | WATER/SEWER OPERATION      | 520.67             |
|              | HD FOWLER COMPANY    | PIPES, COPPER, METER BOX, LIDS | WATER DIST MAINS           | 1,833.01           |

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| 104426       | HD SUPPLY WATERWORKS | TAPER PLUGS                     | WATER/SEWER OPERATION      | 305.38             |
| 104427       | HERTZ EQUIPMENT RENT | WHEEL LOADER RENTAL             | STORM DRAINAGE             | 4,003.84           |
| 104428       | HITCH, ANDREA        | UB 840039800000 6906 76TH DR N  | WATER/SEWER OPERATION      | 42.30              |
| 104429       | HYLARIDES, LETTIE    | INTERPRETER SERVICES            | COURTS                     | 112.50             |
|              | HYLARIDES, LETTIE    |                                 | COURTS                     | 112.50             |
|              | HYLARIDES, LETTIE    |                                 | COURTS                     | 112.50             |
| 104430       | INTERSTATE AUTO PART | LED WORKLIGHTS AND LED FLASHLI  | ER&R                       | 4,525.00           |
| 104431       | J. THAYER COMPANY    | CORK BOARD, SCREENS AND HOLDER  | WATER SUPPLY MAINS         | 701.19             |
| 104432       | JEFF'S CARPET CLEAN  | CARPET CLEANING-NO ANNEX        | PUBLIC SAFETY BLDG.        | 100.00             |
|              | JEFF'S CARPET CLEAN  | CARPET CLEANING-COURT           | COURT FACILITIES           | 1,200.00           |
| 104433       | KIM, JAMIE S.        | PUBLIC DEFENDER                 | LEGAL - PUBLIC DEFENSE     | 142.50             |
|              | KIM, JAMIE S.        |                                 | LEGAL - PUBLIC DEFENSE     | 232.50             |
|              | KIM, JAMIE S.        |                                 | LEGAL - PUBLIC DEFENSE     | 300.00             |
| 104434       | KJR ROOFING LLC      | REPAIR ROOF                     | FACILITY REPLACEMENT       | 1,196.80           |
| 104435       | KLAHSEN, RYAN & CAR  | UB 035928000000 5928 59TH DR N  | WATER/SEWER OPERATION      | 94.72              |
| 104436       | KOESTER, ZACHARIAH   | UB 151420000001 4317 126TH PL   | WATER/SEWER OPERATION      | 52.76              |
| 104437       | KOMPAN               | PLAYGROUND EQUIPMENT            | PARK & RECREATION FAC      | 101.63             |
| 104438       | LASTING IMPRESSIONS  | EMBROIDERY                      | ER&R                       | 36.34              |
| 104439       | LAYCOCK, JEFF        | REIMBURSE PARKING AND OFFICE S  | ENGR-GENL                  | 6.60               |
|              | LAYCOCK, JEFF        |                                 | ENGR-GENL                  | 12.50              |
| 104440       | LEONARD, REMY        | PRO-TEM SERVICES                | MUNICIPAL COURTS           | 185.00             |
| 104441       | LES SCHWAB TIRE CTR  | TIRES                           | ER&R                       | 680.64             |
| 104442       | LICENSING, DEPT OF   | ASHBACH, HOWARD (RENEWAL)       | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | BILODEAU, MATTHEW (ORIGINAL)    | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | BLANTON, MICAH (ORIGINAL)       | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | CARLSON, PAUL (RENEWAL)         | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | DALE, MARGARET (RENEWAL)        | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | DEANNE, PAUL (RENEWAL)          | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | FAIRBANKS, CALVIN (RENEWAL)     | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | FAST, MARY (ORIGINAL)           | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | FOWLER, ROLAND (RENEWAL)        | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | FURNESS, TODD (RENEWAL)         | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | GAZONAS, GAVIN (ORIGINAL)       | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | GILBERT, ROBERT (ORIGINAL)      | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | HAGAN, RUSSELL (ORIGINAL)       | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | HARRISON, LINDA (ORIGINAL)      | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | HOLMES, JARID (ORIGINAL)        | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | LEBO, BRUCE (ORIGINAL)          | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | LEE, CHRISTINE (RENEWAL)        | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | MATTHEWS, MARK (ORIGINAL)       | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | NICHOLS, MICHAEL (RENEWAL)      | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | SCHALLER, KRISTOPHER (ORIGINAL) | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | THOMPSON, GRETCHEN (RENEWAL)    | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | THOMPSON, JEFF (RENEWAL)        | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | TRONSON, KYLIE (ORIGINAL)       | GENERAL FUND               | 18.00              |
|              | LICENSING, DEPT OF   | DUGGINS, ROSS (LT RENEWAL)      | GENERAL FUND               | 21.00              |
| 104443       | LOWES HIW INC        | LADDER, STAPLES, CAPS AND PIPE  | WATER RESERVOIRS           | 157.29             |
| 104444       | MARYSVILLE PRINTING  | BUSINESS CARDS                  | POLICE PATROL              | 42.38              |
|              | MARYSVILLE PRINTING  |                                 | PARK & RECREATION FAC      | 84.72              |
| 104445       | MASONHOLDER,LIZABETH | INSTRUCTOR SERVICES             | COMMUNITY CENTER           | 30.00              |
|              | MASONHOLDER,LIZABETH |                                 | COMMUNITY CENTER           | 60.00              |
| 104446       | MASONRY & LANDSCAPE  | MASON MIX                       | TRANSPORTATION MANAGEM     | 18.77              |

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| 104447       | MAUL FOSTER & ALONGI   | PROFESSIONAL SERVICES                                       | STORM DRAINAGE             | 4,594.11           |
| 104448       | MORLEY, MILTON   | UB 760056000000 5415 67TH AVE                               | WATER/SEWER OPERATION      | 188.12             |
| 104449       | NATIONAL BARRICADE   | POST SETS AND ANCHORS                                       | TRANSPORTATION MANAGEM     | 2,519.52           |
| 104450       | NATIONSTAR   | UB 640700000000 6128 98TH ST N                              | WATER/SEWER OPERATION      | 75.68              |
| 104451       | NATURAL RESOURCES  | PRIVATE MARINA TAX  | STORM DRAINAGE             | 257.46             |
| 104452       | NEWBERG INVESTEMENTS   | UB 420790000000 3833 168TH ST                               | WATER/SEWER OPERATION      | 83.71              |
| 104453       | NEWMAN TRAFFIC SIGNS<br>NEWMAN TRAFFIC SIGNS   | MAILBOX DECALS  | CITY STREETS               | -54.74             |
|              |  |   | TRANSPORTATION MANAGEM     | 676.80             |
| 104454       | NORTH COAST ELECTRIC   | WINDOW KITS   | PUMPING PLANT              | 165.96             |
| 104455       | NORTH SOUND HOSE<br>NORTH SOUND HOSE   | WATER TANK PARTS<br>HARDWARE                                | SMALL ENGINE SHOP          | 101.84             |
|              |  |   | SMALL ENGINE SHOP          | 106.04             |
| 104456       | O'BRIEN, APRIL   | REIMBURSE SHIPPING EXPENSE                                  | FINANCE-GENL               | 16.95              |
| 104457       | OFFICE DEPOT<br>OFFICE DEPOT<br>OFFICE DEPOT<br>OFFICE DEPOT<br>OFFICE DEPOT<br>OFFICE DEPOT   | OFFICE SUPPLIES   | OFFICE OPERATIONS          | 20.55              |
|              |  |   | EXECUTIVE ADMIN            | 76.56              |
|              |  |   | DETENTION & CORRECTION     | 104.42             |
|              |  |   | EQUIPMENT RENTAL           | 122.32             |
|              |  |   | POLICE PATROL              | 129.87             |
|              |  |   | POLICE PATROL              | 146.41             |
| 104458       | PACIFIC GOLF & TURF<br>PACIFIC GOLF & TURF   | HYDRAULIC HOSES, GUARDS AND TI<br>HYDRAULIC HOSE            | SMALL ENGINE SHOP          | 156.32             |
|              |  |   | SMALL ENGINE SHOP          | 168.92             |
| 104459       | PACIFIC NW BUSINESS  | TONER   | MUNICIPAL COURTS           | 200.14             |
| 104460       | PACIFIC POWER BATTER<br>PACIFIC POWER BATTER   | HEADLAMPS<br>BATTERIES                                      | STORM DRAINAGE             | 58.17              |
|              |  |   | TRANSPORTATION MANAGEM     | 217.03             |
| 104461       | PARTS STORE, THE<br>PARTS STORE, THE<br>PARTS STORE, THE   | MSTER CYLINDER<br>BRAKE PADS AND BRAKE ROTORS<br>RADIATOR   | EQUIPMENT RENTAL           | 42.90              |
|              |  |   | EQUIPMENT RENTAL           | 139.51             |
|              |  |   | EQUIPMENT RENTAL           | 348.16             |
| 104462       | PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC<br>PGC INTERBAY LLC | GOLF COURSE PAYROLL   | PRO-SHOP                   | 16.91              |
|              |  |   | MAINTENANCE                | 23.99              |
|              |  |   | PRO-SHOP                   | 26.91              |
|              |  |   | MAINTENANCE                | 43.08              |
|              |  |   | PRO-SHOP                   | 43.09              |
|              |  |   | PRO-SHOP                   | 64.26              |
|              |  |   | MAINTENANCE                | 95.90              |
|              |  |   | PRO-SHOP                   | 101.47             |
|              |  |   | MAINTENANCE                | 116.66             |
|              |  |   | MAINTENANCE                | 173.11             |
|              |  |   | PRO-SHOP                   | 245.63             |
|              |  |   | PRO-SHOP                   | 335.58             |
|              |  |   | MAINTENANCE                | 616.02             |
|              |  |   | PRO-SHOP                   | 4,572.05           |
|              |  |   | MAINTENANCE                | 8,133.01           |
| 104463       | PHAM, JOSEPH   | INTERPRETER SERVICES  | COURTS                     | 125.00             |
| 104464       | PILCHUCK RENTALS<br>PILCHUCK RENTALS<br>PILCHUCK RENTALS   | FAN COVERS<br>CABLE<br>CARB, THROTTLE, LINER AND SHAF       | SMALL ENGINE SHOP          | 48.07              |
|              |  |   | STORM DRAINAGE             | 54.35              |
|              |  |   | SMALL ENGINE SHOP          | 158.80             |
| 104465       | PLATT ELECTRIC<br>PLATT ELECTRIC<br>PLATT ELECTRIC   | HARDWARE<br>RECEPTACLES, FLASHLIGHT AND HA<br>FLOOD LIGHTS  | MAINT OF GENL PLANT        | 41.09              |
|              |  |   | WASTE WATER TREATMENT F    | 62.77              |
|              |  |   | SOLID WASTE OPERATIONS     | 86.06              |
| 104466       | POTTER, BRENT  | REIMBURSE MEAL  | ROADSIDE VEGETATION        | 14.00              |
| 104467       | PUD<br>PUD<br>PUD  | ACCT #2023-7865-9<br>ACCT #2009-9853-2<br>ACCT #2049-3331-1 | MAINT OF GENL PLANT        | 16.70              |
|              |  |   | PARK & RECREATION FAC      | 17.25              |
|              |  |   | PUMPING PLANT              | 18.36              |

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| 104467       | PUD                  | ACCT #2022-2076-0              | MAINTENANCE                | 19.91              |
|              | PUD                  | ACCT #2016-1018-5              | TRANSPORTATION MANAGEM     | 26.64              |
|              | PUD                  | ACCT #2027-9116-6              | PUMPING PLANT              | 31.35              |
|              | PUD                  | ACCT #2019-3119-3              | PARK & RECREATION FAC      | 32.25              |
|              | PUD                  | ACCT #2006-5074-5              | TRANSPORTATION MANAGEM     | 33.30              |
|              | PUD                  | ACCT #2023-6853-6              | TRANSPORTATION MANAGEM     | 42.03              |
|              | PUD                  | ACCT #2021-4048-9              | TRANSPORTATION MANAGEM     | 45.35              |
|              | PUD                  | ACCT #2201-5310-0              | TRANSPORTATION MANAGEM     | 46.07              |
|              | PUD                  | ACCT #2016-7089-0              | TRANSPORTATION MANAGEM     | 47.01              |
|              | PUD                  | ACCT #2021-0219-0              | TRANSPORTATION MANAGEM     | 52.45              |
|              | PUD                  | ACCT #2034-3089-7              | STREET LIGHTING            | 58.00              |
|              | PUD                  | ACCT #2021-8367-9              | TRANSPORTATION MANAGEM     | 64.06              |
|              | PUD                  | ACCT #2008-2727-7              | TRANSPORTATION MANAGEM     | 65.01              |
|              | PUD                  | ACCT #2021-4311-1              | TRANSPORTATION MANAGEM     | 68.22              |
|              | PUD                  | ACCT #2008-6930-3              | TRANSPORTATION MANAGEM     | 71.74              |
|              | PUD                  | ACCT #2024-6354-3              | SEWER LIFT STATION         | 90.53              |
|              | PUD                  | ACCT #2025-5745-0              | STREET LIGHTING            | 99.11              |
|              | PUD                  | ACCT #2026-8910-5              | WASTE WATER TREATMENT F    | 105.04             |
|              | PUD                  | ACCT #2032-3100-6              | TRANSPORTATION MANAGEM     | 159.77             |
|              | PUD                  | ACCT #2024-9063-7              | SEWER LIFT STATION         | 161.73             |
|              | PUD                  | ACCT #2025-7232-7              | STREET LIGHTING            | 193.89             |
|              | PUD                  | ACCT #2022-9433-6              | STREET LIGHTING            | 194.64             |
|              | PUD                  | ACCT#2020-3007-8               | TRANSPORTATION MANAGEM     | 218.35             |
|              | PUD                  | ACCT #2000-8415-0              | TRANSPORTATION MANAGEM     | 529.83             |
|              | PUD                  | ACCT #2016-3963-0              | MAINTENANCE                | 859.01             |
|              | PUD                  | ACCT #2002-2385-7              | PARK & RECREATION FAC      | 1,102.87           |
| 104468       | PUGET SOUND SECURITY | KEYS                           | STORM DRAINAGE             | 10.93              |
| 104469       | PUGET SOUND SECURITY | SECURITY SERVICES-NOV 2015     | PROBATION                  | 753.38             |
|              | PUGET SOUND SECURITY |                                | MUNICIPAL COURTS           | 2,260.12           |
| 104470       | REALVNC, LTD         | SCADA LICENSES AND SUPPORT     | COMPUTER SERVICES          | 152.25             |
| 104471       | RUSDEN, JOHN         | PRO-TEM SERVICES               | MUNICIPAL COURTS           | 185.00             |
| 104472       | SAFEWAY INC.         | MEETING SUPPLIES               | EXECUTIVE ADMIN            | 6.67               |
|              | SAFEWAY INC.         |                                | EXECUTIVE ADMIN            | 21.99              |
|              | SAFEWAY INC.         |                                | EXECUTIVE ADMIN            | 22.10              |
| 104473       | SCHOOLCRAFT, RANDY   | REIMBURSE MEAL-TRAINING        | UTIL ADMIN                 | 15.00              |
| 104474       | SHAMROCK METAL       | REPAIR ROOF                    | WATER FILTRATION PLANT     | 2,510.02           |
| 104475       | SHRED-IT US          | MONTHLY SHREDDING SERVICE      | LEGAL - PROSECUTION        | 11.19              |
|              | SHRED-IT US          |                                | EXECUTIVE ADMIN            | 11.20              |
|              | SHRED-IT US          |                                | PROBATION                  | 16.79              |
|              | SHRED-IT US          |                                | PROBATION                  | 16.79              |
|              | SHRED-IT US          |                                | PERSONNEL ADMINISTRATIO    | 19.52              |
|              | SHRED-IT US          |                                | MUNICIPAL COURTS           | 50.38              |
|              | SHRED-IT US          |                                | MUNICIPAL COURTS           | 50.38              |
| 104476       | SIEMENS INDUSTRY, IN | FLOW METER AND HARDWARE        | WATER RESERVOIRS           | 3,162.36           |
| 104477       | SIX ROBBLEES INC     | WHEELS                         | EQUIPMENT RENTAL           | 229.09             |
| 104478       | SKAGIT PLUMBING      | INSTALL HOT WATER HEATER       | WASTE WATER TREATMENT F    | 451.16             |
| 104479       | SNO CO PUBLIC WORKS  | PROJECT BILLING AND OVERLAY BI | TRANSPORTATION MANAGEM     | 1,394.60           |
|              | SNO CO PUBLIC WORKS  |                                | TRAFFIC CONTROL DEVICES    | 25,533.23          |
|              | SNO CO PUBLIC WORKS  |                                | ARTERIAL STREET-GENL       | 307,486.60         |
| 104480       | SNO CO PUBLIC WORKS  | SOLID WASTE CHARGES            | STREET CLEANING            | 245.00             |
|              | SNO CO PUBLIC WORKS  |                                | SOLID WASTE OPERATIONS     | 140,821.00         |
| 104481       | SOUND SAFETY         | JEANS-CARY                     | STORM DRAINAGE             | 111.22             |

DATE: 12/2/2015  
TIME: 9:18:06AM

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 11/26/2015 TO 12/2/2015**

PAGE: 6

| <u>CHK #</u> | <u>VENDOR</u>        | <u>ITEM DESCRIPTION</u>        | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 104481       | SOUND SAFETY         | GLOVES                         | ER&R                       | 138.72             |
| 104482       | SOUTHERN COMPUTER    | CABLES                         | IS REPLACEMENT ACCOUNTS    | 7.22               |
|              | SOUTHERN COMPUTER    |                                | IS REPLACEMENT ACCOUNTS    | 14.45              |
|              | SOUTHERN COMPUTER    |                                | IS REPLACEMENT ACCOUNTS    | 21.67              |
|              | SOUTHERN COMPUTER    | POWER SUPPLY                   | COMPUTER SERVICES          | 45.95              |
|              | SOUTHERN COMPUTER    |                                | COMPUTER SERVICES          | 90.29              |
|              | SOUTHERN COMPUTER    | UPS BATTERY REPLACEMENTS       | COMPUTER SERVICES          | 294.80             |
|              | SOUTHERN COMPUTER    | PROJECTOR                      | IS REPLACEMENT ACCOUNTS    | 565.75             |
| 104483       | SPRINGBROOK NURSERY  | COBBLES                        | STORM DRAINAGE             | 54.39              |
|              | SPRINGBROOK NURSERY  | BARK                           | TRANSPORTATION MANAGEM     | 371.57             |
| 104484       | STAPLES              | OFFICE SUPPLY CREDIT           | WATER DIST MAINS           | -73.96             |
|              | STAPLES              | OFFICE SUPPLIES                | PARK & RECREATION FAC      | 64.04              |
|              | STAPLES              |                                | MUNICIPAL COURTS           | 164.91             |
|              | STAPLES              |                                | MUNICIPAL COURTS           | 278.85             |
| 104485       | SUMSION, NATHAN & LA | UB 849000267102 8017 65TH DR N | WATER/SEWER OPERATION      | 40.61              |
| 104486       | SUPPLYWORKS          | JANITORIAL SUPPLIES            | PUBLIC SAFETY BLDG.        | 54.72              |
|              | SUPPLYWORKS          |                                | ADMIN FACILITIES           | 187.28             |
|              | SUPPLYWORKS          |                                | UTIL ADMIN                 | 205.46             |
|              | SUPPLYWORKS          |                                | COURT FACILITIES           | 241.46             |
|              | SUPPLYWORKS          |                                | WASTE WATER TREATMENT F    | 241.60             |
|              | SUPPLYWORKS          |                                | PUBLIC SAFETY BLDG.        | 321.24             |
|              | SUPPLYWORKS          |                                | MAINT OF GENL PLANT        | 352.39             |
| 104487       | SYNAPTEC SOFTWARE    | LAWBASE ANNUAL SUPPORT         | PROBATION                  | 940.00             |
| 104488       | TEUNISSE, CATHARINA  | UB 790800000003 6521 58TH ST N | WATER/SEWER OPERATION      | 199.41             |
| 104489       | TULALIP CHAMBER      | CHAMBER FUNDRAISER             | CITY COUNCIL               | 260.00             |
|              | TULALIP CHAMBER      |                                | EXECUTIVE ADMIN            | 260.00             |
| 104490       | UNITED PARCEL SERVIC | SHIPPING EXPENSE               | DETENTION & CORRECTION     | 29.37              |
| 104491       | US MOWER             | MOWER DECK                     | STORM DRAINAGE             | 17,987.52          |
| 104492       | WA REC & PARK ASSN   | 2016 RISK MANAGEMENT SCHOOL-WO | RECREATION SERVICES        | 279.00             |
| 104493       | WARRENCHUK, NICHOLAS | MERRYSVILLE FOR THE HOLIDAYS P | RECREATION SERVICES        | 500.00             |
| 104494       | WEST PAYMENT CENTER  | EVIDENCE BOOKS                 | MUNICIPAL COURTS           | 583.16             |
| 104495       | WRIGHT, DONNA        | REIMBURSE CONFERENCE EXPENSES  | CITY COUNCIL               | 2,209.93           |
| 104496       | YOUN, CHRIS          | UB 080143000008 9507 53RD AVE  | WATER/SEWER OPERATION      | 27.07              |
| 104497       | YSI INCORPORATED     | SENSOR CAP                     | WATER/SEWER OPERATION      | -0.68              |
|              | YSI INCORPORATED     |                                | WASTE WATER TREATMENT F    | 122.60             |

WARRANT TOTAL:

**669,160.21**



# *Index #9*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: December 14, 2015**

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

**RECOMMENDED ACTION:**

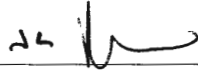
The Finance and Executive Departments recommend City Council approve the November 20, 2015 payroll in the amount \$900,636.98 Check No.'s 29515 through 29547.

**COUNCIL ACTION:**

# *Index #10*

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

**CITY COUNCIL MEETING DATE: 12/14/2015**

|  |  |
|--|--|
| <b>AGENDA ITEM:</b><br>PSA Supplement No. 1, Water Comprehensive Plan Update |  |
| <b>PREPARED BY:</b><br>Ryan Morrison, Project Engineer                       | <b>DIRECTOR APPROVAL:</b><br> |
| <b>DEPARTMENT:</b><br>Public Works - Engineering                             |  |
| <b>ATTACHMENTS:</b><br>PSA Supplement No. 1                                  |  |
| <b>BUDGET CODE:</b><br>40143410.541000.1419                                  | <b>AMOUNT:</b><br>\$0.00   |
| <b>SUMMARY:</b>  |  |

On June 23, 2014, the City entered into a Professional Services Agreement with RH2 Engineering, Inc. to provide the City with an update to the Water Comprehensive Plan. Since that time it has been determined that additional time is necessary to finalize the Water Comprehensive Plan.

The attached Supplement provides for a no-cost time extension of the agreement end date to April 30, 2016 to complete this work.

|  |
|--|
| <p><b>RECOMMENDED ACTION:</b><br/> Staff recommends that Council authorize the Mayor sign and execute the PSA Supplement No. 1, Water Comprehensive Plan Update.</p> |
|--|

**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR CITY OF MARYSVILLE  
RH2 Engineering, Inc.**

This Supplemental Agreement No. 1 is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Marysville, hereinafter called the "City" and RH2 Engineering Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for updating the City's Water Comprehensive Plan, hereinafter called the "Project," and said Agreement being dated June, 23, 2014; and

WHEREAS, both parties desire to supplement said Agreement by extending the time of completion to April 30, 2016. The total amount payable under this Agreement shall not change.

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 June 23 2014 shall remain in full force and effect, except as modified in the following sections:

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

PROFESSIONAL SERVICES AGREEMENT – Supplemental - Page 1 of 2

\\MVNAS\AllCity\PublicWorks\Shared\Engineering\Projects\Water\Water Comp Plan - 2014\PSA\PSA Supplemental Time Extension.doc

FILED IN OFFICE 2012-12-10

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

CITY OF \_\_\_\_\_

RH2 Engineering, Inc.

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

By: Richard Z. Bullard  
Its Director

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

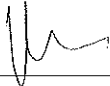
\_\_\_\_\_  
City Attorney

# *Index #11*

## CITY OF MARYSVILLE AGENDA BILL

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/14/2015

|   |  |
|---|--|
| <b>AGENDA ITEM:</b><br>Grant Agreement with the Department of Ecology for the 2015-2017 Biennial Stormwater Capacity Grants |  |
| <b>PREPARED BY:</b><br>Kari Chennault, Water Resources Manager  | <b>DIRECTOR APPROVAL:</b><br> |
| <b>DEPARTMENT:</b><br>Public Works  |  |
| <b>ATTACHMENTS:</b><br>2 copies of the Grant Agreement with the Department of Ecology                                       |  |
| <b>BUDGET CODE:</b><br>40145040.549000  | <b>AMOUNT:</b><br>(\$50,000)   |
| <b>SUMMARY:</b>   |  |

The City of Marysville has been offered \$50,000 in grant funding from the Department of Ecology to assist in implementation and management of the City's NPDES Phase II Stormwater Permit. There is no match requirement to this funding offer.

|  |
|--|
| <b>RECOMMENDED ACTION:</b><br>Staff recommends that Council authorize the Mayor to sign and execute the Grant Agreement with the Department of Ecology allowing the City to be funded \$50,000 in grant funding. |
|--|





## Agreement WQSWCAP-1517-MaryPW-00037

### WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Marysville

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Marysville, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

---

#### GENERAL INFORMATION

|  |   |
|--|---|
| Project Title:   | 2015-2017 Biennial Stormwater Capacity Grants |
| Total Cost:  | \$50,000.00                                   |
| Total Eligible Cost:                                   | \$50,000.00                                   |
| Ecology Share:   | \$50,000.00                                   |
| Recipient Share:                                       | \$0.00  |
| The Effective Date of this Agreement is:               | 07/01/2015                                    |
| The Expiration Date of this Agreement is no later than | 03/31/2017                                    |
| Project Type:  | Capacity Grant                                |

#### Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

#### Project Long Description:

N/A

#### Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-1517-MaryPW-00037  
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Marysville

**RECIPIENT INFORMATION**

Organization Name: City of Marysville  
 Federal Tax ID: 91-6001459  
 DUNS Number: 076658673  
 Mailing Address: 80 Columbia Ave.  
 Marysville, WA, 98270  
 Physical Address: 80 Columbia Ave.  
 Marysville, Washington, 98270

**Contacts**

|                                    |   |
|------------------------------------|---|
| <p><b>Project Manager</b></p>      | <p>Kari Chennault<br/>         Water Resources Manager<br/> <br/>         80 Columbia Avenue<br/>         Marysville, Washington, 98270<br/>         Email: kchennault@marysvillewa.gov<br/>         Phone: (360) 363-8277</p>    |
| <p><b>Billing Contact</b></p>      | <p>Brenda Donaldson<br/>         Engineering Project Aide<br/> <br/>         80 Columbia Avenue<br/>         Marysville, Washington, 98270<br/>         Email: bdonaldson@marysvillewa.gov<br/>         Phone: (360) 363-8100</p> |
| <p><b>Authorized Signatory</b></p> | <p>Kari N Chennault<br/>         Water Resources Manager<br/> <br/>         80 Columbia Avenue<br/>         Marysville, Washington, 98270<br/>         Email: kchennault@marysvillewa.gov<br/>         Phone: (360) 363-8277</p>  |

Agreement No: WQSWCAP-1517-MaryPW-00037  
Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive  
Lacey, WA 98503

**Contacts**

|                          |   |
|--------------------------|---|
| <b>Project Manager</b>   | Kyle Graunke<br><br>P.O. Box 47600<br>Olympia, Washington, 98504-7600<br>Email: kygr461@ecy.wa.gov<br>Phone: (360) 407-6638 |
| <b>Financial Manager</b> | Kyle Graunke<br><br>P.O. Box 47600<br>Olympia, Washington, 98504-7600<br>Email: kygr461@ecy.wa.gov<br>Phone: (360) 407-6638 |

Agreement No: WQSWCAP-1517-MaryPW-00037  
Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State  
Department of Ecology**

**City of Marysville**

\_\_\_\_\_  
Program Manager Date  
Heather Bartlett  
Water Quality

\_\_\_\_\_  
Kari N Chennault Date  
Water Resources Manager

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

Agreement No: WQSWCAP-1517-MaryPW-00037  
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Marysville

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- \* Properly maintained project documentation

Recipient Task Coordinator: Brenda Donaldson

**Project Administration/Management**

**Deliverables**

| Number | Description                    | Due Date |
|--------|--------------------------------|----------|
| 1.1    | Quarterly Progress Reports     |          |
| 1.2    | Recipient Closeout Report      |          |
| 1.3    | Project Outcome Summary Report |          |

Agreement No: WQSWCAP-1517-MaryPW-00037  
Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

## SCOPE OF WORK

Task Number: 2 **Task Cost: \$50,000.00**

Task Title: Project Administration/Management

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review and/or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.  
Monitoring, including:
  - a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than

Agreement No: WQSWCAP-1517-MaryPW-00037  
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Marysville

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vactor truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Kari Chennault

**Project Administration/Management**

**Deliverables**

| Number | Description                      | Due Date |
|--------|----------------------------------|----------|
| 2.1    | Documentation of tasks completed |          |

Agreement No: WQSWCAP-1517-MaryPW-00037  
Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

**BUDGET**

**Funding Distribution EG160403**

Funding Title: Capacity Grant FY16  
Funding Type: Grant Funding Expiration Date: 03/31/2017  
Funding Effective Date: 07/01/2015  
Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account  
Type: State  
CFDA:  
Assistance Agreement:  
Description: MTCA

Recipient Match %: 0  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

| Capacity Grant FY16   | Task Total   |
|-----------------------|--------------|
| Permit Implementation | \$ 25,000.00 |

**Total: \$ 25,000.00**



Agreement No: WQSWCAP-1517-MaryPW-00037  
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Marysville

**BUDGET**

**Funding Distribution EG160404**

Funding Title: Capacity Grant FY17  
 Funding Type: Grant Funding Expiration Date: 03/31/2017  
 Funding Effective Date: 07/01/2016  
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account  
 Type: State  
 CFDA:  
 Assistance Agreement:  
 Description: MTCA

Recipient Match %: 0  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

| Capacity Grant FY17   | Task Total          |
|-----------------------|---------------------|
| Permit Implementation | \$ 25,000.00        |
| <b>Total:</b>         | <b>\$ 25,000.00</b> |

Agreement No: WQSWCAP-1517-MaryPW-00037  
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Marysville

**Funding Distribution Summary**

**Recipient / Ecology Share**

| <b>Funding Distribution Name</b> | <b>Recipient Match %</b> | <b>Recipient Share</b> | <b>Ecology Share</b> | <b>Total</b>        |
|----------------------------------|--------------------------|------------------------|----------------------|---------------------|
| Capacity Grant FY16              | 0.00 %                   | \$ 0.00                | \$ 25,000.00         | \$ 25,000.00        |
| Capacity Grant FY17              | 0.00 %                   | \$ 0.00                | \$ 25,000.00         | \$ 25,000.00        |
| <b>Total</b>                     |                          | <b>\$ 0.00</b>         | <b>\$ 50,000.00</b>  | <b>\$ 50,000.00</b> |

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

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“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

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“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

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“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

**SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.**

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a

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central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

### SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

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Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum \$25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of \$50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of \$25,000.

If the RECIPIENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrs.gov](http://www.fsrs.gov) <<http://www.fsrs.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <<http://www.fsrs.gov>>.

**GENERAL TERMS AND CONDITIONS**

**1. ADMINISTRATIVE REQUIREMENTS**

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

**2. AMENDMENTS AND MODIFICATIONS**

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

**3. ARCHAEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.



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- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

#### 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

#### 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods

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or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

#### 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable

property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
  - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

Agreement No: WQSWCAP-1517-MaryPW-00037  
Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer

recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

## 27. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

### d) In Event of Termination

Agreement No: WQSWCAP-1517-MaryPW-00037  
Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
Recipient Name: City of Marysville

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

#### 28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

#### 29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.




# *Index #12*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 12/14/2015**

|  |  |
|--|--|
| <b>AGENDA ITEM:</b><br>Grant Agreement with the Department of Ecology for the Decant Facility Retrofit -- Phase II Project |  |
| <b>PREPARED BY:</b><br>Kari Chennault, Water Resources Manager   | <b>DIRECTOR APPROVAL:</b><br> |
| <b>DEPARTMENT:</b><br>Public Works   |  |
| <b>ATTACHMENTS:</b><br>2 copies of the Grant Agreement with the Department of Ecology                                      |  |
| <b>BUDGET CODE:</b><br>40250594.5563000.D1504  | <b>AMOUNT:</b><br>(\$296,564.25)<br>\$98,854.75  |
| <b>SUMMARY:</b>  |  |

The City of Marysville has been offered \$296,564.25 in grant funding from the Department of Ecology to complete the final phase of the retrofit to the City's existing decant facility. The total project cost is estimated to be \$395,419. Therefore, this grant is expected to cover the cost of the project, with a required 25% City match of \$98,854.75.

This Project would complete the retrofit of the City's existing decant facility by expanding the recently constructed facility to meet current demands to manage street and storm generated wastes. This project would allow for the addition of a decanting bay which would create more material processing therefore shortening the length of time the material has to be processed. This added capacity would allow for continued improvement in stormwater system maintenance and also reduce pollutants entering local waterways.

|  |
|--|
| <b>RECOMMENDED ACTION:</b><br>Staff recommends that Council authorize the Mayor to sign and execute the Grant Agreement with the Department of Ecology allowing the City to be funded \$296,564.25 in grant funding. |
|--|



## Agreement WQC-2016-MaryPW-00124

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Marysville

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Marysville, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

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### GENERAL INFORMATION

|  |                                     |
|--|-------------------------------------|
| Project Title:   | Decant Facility Retrofit - Phase II |
| Total Cost:  | \$395,419.00                        |
| Total Eligible Cost:                                   | \$395,419.00                        |
| Ecology Share:   | \$296,564.25                        |
| Recipient Share:                                       | \$98,854.75                         |
| The Effective Date of this Agreement is:               | 07/01/2015                          |
| The Expiration Date of this Agreement is no later than | 06/30/2018                          |
| Project Type:  | Stormwater Facility                 |

#### Project Short Description:

This project will improve water quality in Ebey Slough through the completion of the City of Marysville's decant facility. This project will create capacity at the facility for all city street waste, which will permit the RECIPIENT to perform additional maintenance and street sweeping, thereby preventing pollutants such as total suspended solids (TSS), oil (total petroleum hydrocarbons), and total phosphorus from entering Ebey Slough.

#### Project Long Description:

Marysville is a Phase II regulated City located approximately 30 miles north of Seattle along Interstate 5. The RECIPIENT's stormwater receiving bodies flow south through the city and outfall into Ebey Slough. The Public Works Maintenance Facilities are located within 1000 ft of the Ebey Slough. Ebey Slough, along with its contributing water bodies, are on the 303(d) contamination list for Dissolved Oxygen, Bacteria, Temperature, and pH.

This project will improve water quality in Ebey Slough through the completion of the RECIPIENT's street waste

decant facility. Street waste consists of street sweeper waste, catch basin, and storm facility maintenance waste. The waste collection volumes projected make the size of the RECIPIENT's current facility insufficient and it does not allow for an adequate settlement time of waste. For this reason, RECIPIENT crews are draining excess liquid waste from the trucks into RECIPIENT owned and operated stormwater treatment ponds instead of sending the liquid waste to the sanitary sewer. While these compensatory actions are acceptable best management practices they are not ideal and have the potential of creating future work and problems at these stormwater facilities. This expansion will create capacity for all RECIPIENT street waste and direct the liquid waste to the sanitary sewer. The increase in capacity of this facility will allow for additional maintenance and street sweeping, thereby reducing pollutants entering Ebey Slough from the existing stormwater system.

Overall Goal:

This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

**RECIPIENT INFORMATION**

Organization Name: City of Marysville  
  
Federal Tax ID: 91-6001459  
DUNS Number: 076658673  
  
Mailing Address: 80 Columbia Ave.  
Marysville, WA, 98270  
  
Physical Address: 80 Columbia Ave.  
Marysville, Washington, 98270

**Contacts**

|                             |  |
|-----------------------------|--|
| <b>Project Manager</b>      | Matthew Eyer<br>Surface Water Specialist<br><br>80 Columbia Ave<br>Marysville, Washington, 98270<br>Email: meyer@marysvillewa.gov<br>Phone: (360) 363-8112             |
| <b>Billing Contact</b>      | Brenda Donaldson<br>Engineering Project Aide<br><br>80 Columbia Avenue<br>Marysville, Washington, 98270<br>Email: bdonaldson@marysvillewa.gov<br>Phone: (360) 363-8100 |
| <b>Authorized Signatory</b> | Kari N Chennault<br>Water Resources Manager<br><br>80 Columbia Avenue<br>Marysville, Washington, 98270<br>Email: kchennault@marysvillewa.gov<br>Phone: (360) 363-8277  |

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive  
Lacey, WA 98503

**Contacts**

|                          |  |
|--------------------------|--|
| <b>Project Manager</b>   | Melisa Snoeberger<br><br>3190 160th Ave SE<br>Bellevue, Washington, 98008-5452<br>Email: msno461@ecy.wa.gov<br>Phone: (425) 649-7047                             |
| <b>Financial Manager</b> | Layne Slone<br>Financial Manager<br><br>PO Box 47600<br>Olympia, Washington, 98504-7600<br>Email: layne.slone@ecy.wa.gov<br>Phone: (360) 407-6225                |
| <b>Technical Advisor</b> | Douglas Howie<br>Senior Stormwater Engineer<br><br>P.O. Box 47600<br>Olympia, Washington, 98504-7600<br>Email: douglas.howie@ecy.wa.gov<br>Phone: (360) 407-6444 |

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State  
Department of Ecology**

**City of Marysville**

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Program Manager \_\_\_\_\_ Date \_\_\_\_\_  
Heather Bartlett  
Water Quality

---

Kari N Chennault \_\_\_\_\_ Date \_\_\_\_\_  
Water Resources Manager

Jon Nehring

---

Mayor \_\_\_\_\_ Date \_\_\_\_\_

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$16,075.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- \* Properly maintained project documentation

Recipient Task Coordinator: Matthew Eyer

**Project Administration/Management**

**Deliverables**

| Number | Description                    | Due Date |
|--------|--------------------------------|----------|
| 1.1    | Progress Reports               |          |
| 1.2    | Recipient Closeout Report      |          |
| 1.3    | Project Outcome Summary Report |          |



## SCOPE OF WORK

Task Number: 2 **Task Cost: \$35,000.00**

Task Title: Design Plans and Specs, Environmental Review

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY.

- A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.
  - B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
  - C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:
    1. Submit a Department of Archaeology and Historic Preservation (DAHP) EZ-1 Form, Ecology Historic and Cultural Resource Project Review Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).
    2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found at:  
<http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/CWSRFres/TemplateInadvDiscPlan060915.doc>
- Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.
- D. The RECIPIENT will develop a project design. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.
  - E. The RECIPIENT will submit one hard copy and one digital copy of the items listed below to ECOLOGY for acceptance. Design figures must be reduced to 11x17 inches in size and must be legible.
    1. Design Report. For a complete list of required design report elements refer to:  
<http://www.ecy.wa.gov/programs/wq/funding/Res/Forms/SWDesignDeliv081315.pdf>
    2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule.

For current bid inserts refer to:

<http://www.ecy.wa.gov/programs/wq/funding/Res/Forms/SWProgramBidInsert032515.pdf>

For the current bid specification clause refer to:

WQC-2016-MaryPW-00124

<http://www.ecy.wa.gov/programs/wq/funding/Res/Forms/SWProgramSpecClauses052912.pdf>

F. The RECIPIENT agrees to respond to ECOLOGY comments prior to proceeding to 90 percent design and/or project advertisement/bid and construction. At its discretion, ECOLOGY may require the RECIPIENT to resubmit revised documents for further ECOLOGY review prior to accepting the project design.

G. All materials submitted to ECOLOGY for acceptance must be approved by the RECIPIENT prior to submittal to ECOLOGY.

H. The RECIPIENT will submit to ECOLOGY a digital copy of the Final Bid Package including: project plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state and local laws and regulations.

Recipient Task Coordinator: Matthew Eyer

**Design Plans and Specs, Environmental Review**

**Deliverables**

| Number | Description   | Due Date |
|--------|---|----------|
| 2.1    | Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.  |          |
| 2.10   | List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.  |          |
| 2.11   | Proposed Construction Schedule. Upload to EAGL and notify ECOLOGY when upload is complete.  |          |
| 2.12   | Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.   |          |
| 2.2    | Complete DAHP EZ-1 Form or Ecology Historic and Cultural Resource Project Review Form; Submit supplemental cultural resources documentation if available. Upload to EAGL and notify ECOLOGY when upload is complete. Cultural Resource surveys should be submitted directly to the ECOLOGY Project Manager and should not be uploaded to the EAGL system. |          |
| 2.3    | Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.  |          |
| 2.4    | Design Report. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one hard copy of Design Report to ECOLOGY Engineer.  |          |
| 2.5    | Responses to ECOLOGY Design Report Comments. Upload to EAGL and notify ECOLOGY when upload is complete.   |          |
| 2.6    | Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.   |          |
| 2.7    | 90 percent Design Plans, Bid Specifications, and Engineer's Estimate. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one hard copy of 90 percent Design Plans, Bid Specifications, and Engineer's Estimate to ECOLOGY Engineer.  |          |
| 2.8    | Responses to ECOLOGY 90 percent Design Plan Comments. Upload to EAGL and notify ECOLOGY when upload is complete.  |          |
| 2.9    | Ecology 90 percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.   |          |

## SCOPE OF WORK

Task Number: 3 **Task Cost: \$25,718.00**

Task Title: Construction Management

### Task Description:

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY before the start of construction. This plan must describe how adequate and competent construction oversight will be performed.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The project schedule will be revised and/or updated whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, revised cash flow projections must also be submitted to ECOLOGY.
- E. Prior to execution, the RECIPIENT will submit any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications in writing for ECOLOGY review and acceptance for payment. Ecology must review and accept all change orders that impact grant eligible activities prior to implementation. All other change orders must be reviewed by ECOLOGY for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.
- F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance plan for all stormwater treatment, flow control, and low impact development (LID) features. The operation and maintenance plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The operation and maintenance plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.
- G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:
  1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found at: <http://www.ecy.wa.gov/programs/wq/funding/Res/Forms/FY11SWConstCompForm082415.doc>

2. GIS compatible project area data in an ECOLOGY-approved format.

### Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

### Task Expected Outcome:

Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Matthew Eyer

**Construction Management**

**Deliverables**

| Number | Description  | Due Date |
|--------|--|----------|
| 3.1    | Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete.  |          |
| 3.2    | Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.  |          |
| 3.3    | Project Schedule. Upload to EAGL using naming convention D3.2 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.  |          |
| 3.4    | Revised Cash Flow Estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.3 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete. |          |
| 3.5    | Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.  |          |
| 3.6    | Copy of Facility Operation and Maintenance Plan. Upload to EAGL using naming convention D3.5 OPANDMAINTENANCE MO-DA-YEAR and notify ECOLOGY when upload is complete.                 |          |
| 3.7    | Stormwater Construction Completion Form. Upload to EAGL using naming convention D3.6 SWCONSTRUCTIONCOMPLETIONFORM and notify ECOLOGY when upload is complete.                        |          |

**SCOPE OF WORK**

Task Number: 4 **Task Cost: \$318,626.00**

Task Title: Construction

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of an additional decant bay in accordance with Ecology-accepted plans to mitigate runoff from (acres) of pollution generating impervious surfaces.

Task Goal Statement:

Project will be constructed in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), oil (Total Petroleum Hydrocarbons), and total phosphorus and will also reduce flows to Ebey Slough by increasing stormwater infiltration and/or providing stormwater detention.

Recipient Task Coordinator: Matthew Eyer

**Construction**

**Deliverables**

| Number | Description   | Due Date |
|--------|---|----------|
| 4.1    | Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete. |          |
| 4.2    | Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.  |          |
| 4.3    | Construction progress reports and photos included in quarterly reports.   |          |

**BUDGET**

**Funding Distribution EG160113**

Funding Title: SFAP  
 Funding Type: Grant Funding Expiration Date: 06/30/2018  
 Funding Effective Date: 07/01/2015  
 Funding Source:

Title: SFAP - SFY16  
 Type: State  
 CFDA:  
 Assistance Agreement:  
 Description: Environmental Legacy Stewardship Account (ELSA) - State

Recipient Match %: 25  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

| <b>SFAP</b>                                  | <b>Task Total</b> |
|--|-------------------|
| Project Administration/Management            | \$ 16,075.00      |
| Design Plans and Specs, Environmental Review | \$ 35,000.00      |
| Construction Management                      | \$ 25,718.00      |
| Construction                                 | \$ 318,626.00     |

**Total: \$ 395,419.00**

**Funding Distribution Summary**

**Recipient / Ecology Share**

| Funding Distribution Name | Recipient Match % | Recipient Share     | Ecology Share        | Total                |
|---------------------------|-------------------|---------------------|----------------------|----------------------|
| SFAP                      | 25.00 %           | \$ 98,854.75        | \$ 296,564.25        | \$ 395,419.00        |
| <b>Total</b>              |                   | <b>\$ 98,854.75</b> | <b>\$ 296,564.25</b> | <b>\$ 395,419.00</b> |

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.



“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

**SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.**

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

- 1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.
- 2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND ONLY CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program

website.

2. Clean Water Act Section 319 Initial Data Reporting Sheet or the "Section 319 Initial Data Reporting" form in EAGL.

A. Disadvantaged Business Enterprise (DBE):

GENERAL COMPLIANCE, 40 CFR, Part 33 - The RECIPIENT agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D - A RECIPIENT must negotiate with the appropriate EPA award official or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

Current Fair Share Objective/Goal - The dollar amount of this assistance agreement is over \$250,000; or the total dollar amount of all of the RECIPIENT's non-TAG assistance agreements from EPA in the current fiscal year is over \$250,000. The Washington State Department of Ecology has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: SUPPLIES 8.00%; SERVICES 10.00%; EQUIPMENT 8.00%; CONSTRUCTION 10.00%

WBE: SUPPLIES 4.00%; SERVICES 4.00%; EQUIPMENT 4.00%; CONSTRUCTION 6.00%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - If the RECIPIENT has not yet negotiated its MBE/WBE fair share objectives/goals, the RECIPIENT agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The RECIPIENT agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA shall respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C - Pursuant to 40 CFR, Section 33.301, the RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, Local and Government recipients, this shall include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this shall include dividing total requirements when economically

feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

**B. Funding Recognition and Outreach:** In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology's Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

**C. Data Reporting:** The RECIPIENT must complete and submit the “Clean Water Act Section 319 Initial Data Reporting Sheet” to ECOLOGY's Financial Manager with the signed agreement. The form is available in EAGL.

**D. Load Reduction Reporting:** The RECIPIENT shall complete and submit a “Clean Water Act Section 319 Load Reductions Reporting Form” to ECOLOGY's Financial Manager by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has submitted the completed form to the Financial Manager. This form is used to gather information on pollutant load reduction for each best management practice (BMP) installed as a part of this project. The form is available in EAGL.

**E. Time Extension:** The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

#### SECTION 6: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

**A. Audit Requirements:** In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package

MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submissions, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

B. Archaeological Resources and Historic Properties (Section 106): See Section 2.C of the terms and conditions of this agreement, the RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800)

C. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that the organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

D. Electronic and Information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs incurred in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

E. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a

F. Payment to Consultants: The RECIPIENT shall ensure that loan funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

G. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

#### SECTION 7: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Federal Funding Accountability and Transparency Act (FFATA) Form
4. CWSRF Federal Reporting Information form available in EAGL.
5. Fiscal Sustainability Plan Certification (only required if the project includes construction of a wastewater or stormwater facility construction.)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

E. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law,



regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Office of Minority Women Business Enterprises as follows:

|              |            |           |
|--------------|------------|-----------|
| Construction | 10.00% MBE | 6.00% WBE |
| Supplies     | 8.00% MBE  | 4.00% WBE |
| Services     | 10.00% MBE | 4.00% WBE |
| Equipment    | 8.00% MBE  | 8.00% WBE |

By signing this agreement the RECIPIENT is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Office of Minority Women Business Enterprises.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at [www.omwbe.wa.gov](http://www.omwbe.wa.gov) or by contacting the Washington State Office of Minority and Women's Enterprises at 866-208-1064.
- 2) Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms are available on ECOLOGY's Water Quality Program funding website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit ECOLOGY's MBE/WBE participation report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that RECIPIENTS of identified loans also comply with provisions of 40CFR, Section 33.302.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

F. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

G. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to

protect it against loss.

H. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan "Loan Term" as outlined in this agreement.

#### I. Loan Repayment:

##### Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

#### Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology  
Cashiering Unit  
P.O. Box 47611  
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the

Fiscal Office.

#### J. Loan Security

**Due Regard:** For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

**Levy and Collection of Taxes (if used to secure the repayment of the loan):** For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

**Not an Excess Indebtedness:** For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

**Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan):** For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

**Reserve Requirement:** For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

**Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan):** All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

**K. Maintenance and Operation of a Funded Utility:** The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

**L. Opinion of RECIPIENT’s Legal Counsel:** The RECIPIENT must submit an “Opinion of Legal Counsel to the RECIPIENT” to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

M. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

N. Litigation; Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

O. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all

representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

P. Sale or Disposition of Utility: The RECIPIENT will not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility or any real or personal property comprising a part of the Utility unless:

1. The facilities or property transferred are not material to the operation of the Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility or are no longer necessary, material, or useful to the operation of the Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

Q. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.
- 4) Require connections necessary to meet debt obligations associated with the planning and construction of this facility as well as the expected costs of operation and maintenance.

R. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

#### Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of



ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

S. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

#### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR 180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

## **GENERAL TERMS AND CONDITIONS**

### **1. ADMINISTRATIVE REQUIREMENTS**

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT’s activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

### **2. AMENDMENTS AND MODIFICATIONS**

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No

subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

### 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this

Agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

#### 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

#### 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not

document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
  - c. Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.

- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or



any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

## 27. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

# *Index #13*

EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE:** December 14, 2015

|   |                                |
|---|--------------------------------|
| <b>AGENDA ITEM:</b><br>Authorizing the lease of five copiers from Copiers Northwest using KCDA contract # 11-213  |                                |
| <b>PREPARED BY:</b><br>Worth Norton   | <b>DIRECTOR APPROVAL:</b>      |
| <b>DEPARTMENT:</b><br>Finance / Information Services  |                                |
| <b>ATTACHMENTS:</b><br>Copiers Northwest Program Agreement<br>Copiers Northwest Sales Order<br>Wells Fargo Financial Leasing Amendment to Agreement<br>Wells Fargo Financial Leasing Non-Appropriation Addendum<br>Copiers Northwest Equipment Removal Form |                                |
| <b>BUDGET CODE:</b><br>Multiple Departments   | <b>AMOUNT:</b><br>\$ 96,392.64 |
| <b>SUMMARY:</b>   |                                |

This is replace existing copiers in City Hall workroom, Executive office, Police Detectives, Police Custody, and Court Probation.

After evaluation, and six months using Canon copiers in a heavy use scenario in the Police Records department, staff is convinced that Canon copiers outperform Ricoh copiers in dependability and ease of use. Copiers Northwest was chosen as they offer additional service options including after hours service.

The existing Ricoh copiers have several 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 46,000 copies per month before an additional per copy charge begins.

|   |
|---|
| <b>RECOMMENDED ACTION:</b><br>City staff recommends that the City Council authorizes the Mayor to sign agreements with Copiers Northwest and Wells Fargo Leasing for the lease of five multifunction copiers. |
|---|

**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>See Schedule A</u>   | _____         | <u>38,500 (B/W)</u>           | <u>\$2,008.18</u>       | <u>\$0.0045</u>        |
| 2 _____   | _____         | <u>7,500 (Color)</u>          | _____                   | <u>\$0.045</u>         |
| 3 _____   | _____         | _____                         | _____                   | _____                  |
| Color Print Controller Extended Warranty: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |               |                               | <b>TOTALS:</b>          | <u>\$2,008.18</u>      |

**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: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
(if different from Customer address above)

Customer Contact: Sandra Gyurkovics Telephone: 360-363-8000 Email: sgyurkovics@marysvillev.

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 TERM-NATION 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: _____<br><small>(Legal Name)</small>           | CUSTOMER: <u>City of Marysville</u><br><small>(Legal Name)</small>    |
| BY _____<br><small>(Signature of Authorized Signer)</small> | BY: <u>X</u> _____<br><small>(Signature of Authorized Signer)</small> |
| TITLE: _____<br><small>(Print Name and Title)</small>       | TITLE <u>X</u> _____<br><small>(Print Name and Title)</small>         |
| DATE: _____   | DATE <u>X</u> _____ FED TAX ID#: <u>X 91-6001459</u>                  |

**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 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.**

|                               |                               |
|-------------------------------|-------------------------------|
| <b>PERSONAL.</b>              | <b>PERSONAL:</b>              |
| 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 in full 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 bill 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 to pay us the Excess Per Copy Charge for each metered copy which exceeds the Minimum Number of Copies (plus applicable taxes) for each unit of Equipment on the date we bill 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.~~

~~During the Term of this Agreement, you agree to pay us the Excess Per Copy Charge for each metered copy which exceeds the Minimum Number of Copies (plus applicable taxes) for each unit of Equipment on the date we bill 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.~~

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 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 Term 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 of 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 ~~thirty (30) days~~ (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 provided 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 address 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 fully 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 the 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 payment.

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 the 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.** We may upgrade any item of Equipment provided (a) at least 30 days prior to such upgrade, 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 approve 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.

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

**Sales Order No:**  
**Date:** 11/23/2015  
**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             |                              | 10/19/15 <i>12/16/15</i> |
| 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 C5501 & C3001 for \$1,565.05 to satisfy current lease(s). CNW will pick-up & store Ricoh's until ~ 60 days before lease termination. Customer will send (LOI) to leasing company 60 days prior to lease end date to fulfill terms. CNW will ship Ricoh's back to the leasing company's specified return address.

| Qty | Item Number | Model    | Description                                | Unit Price | Total Amount          |
|-----|-------------|----------|--|------------|-----------------------|
| 1   | 8032B003BA  | IR4225   | imageRUNNER ADVANCE 4225                   |            | See lease for details |
| 1   | 2726B001BA  | IR4225   | Additional Memory Type A (512MB)           |            |                       |
| 1   | 3723B002AA  | IR4225   | Utility Tray-A2                            |            |                       |
| 1   | 3755B001AA  | IR4225   | Cassette Feeding Unit-AF1                  |            |                       |
| 1   | 4805B002BA  | IR4225   | DADF-AG1                                   |            |                       |
| 1   | 4808B002AA  | IR4225   | Inner Finisher-D1 with 2/3 Hole Puncher-A1 |            |                       |
| 1   | 8184B002AA  | IR4225   | Super G3 FAX Board-AP1                     |            |                       |
| 1   | 8188B001AA  | IR4225   | PCL Printer Kit-AY1                        |            |                       |
| 1   | 8189B003AA  | IR4225   | PS Printer Kit-AY1                         |            |                       |
| 1   | 5987B009AA  | IR6275   | imageRUNNER ADVANCE 6275                   |            |                       |
| 1   | 3691B002BA  | IR6275   | Paper Deck Unit-A1 <1>                     |            |                       |
| 1   | 3705B002AA  | IR6275   | External 2/3 Hole Puncher-A1 <3>           |            |                       |
| 1   | 3723B002AA  | IR6275   | Utility Tray-A2                            |            |                       |
| 1   | 5595B001AA  | IR6275   | Additional Memory Type D (512MB) <12>      |            |                       |
| 1   | 5992B002AA  | IR6275   | Super G3 FAX Board-AL1                     |            |                       |
| 1   | 6001B005AA  | IR6275   | PCL Printer Kit-AV1 <1> eLan               |            |                       |
| 1   | 6002B006AA  | IR6275   | PS Printer Kit-AV1 <1> eLan                |            |                       |
| 1   | 6010B001AA  | IR6275   |  |            |                       |
| 1   | 5561B066AA  | iRC5235A | imageRUNNER Advance C5235A Base Model      |            |                       |
| 1   | 3654B007AA  | iRC5235A | Cassette Feeding Unit-AD2                  |            |                       |


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 Customer defaults on payment the Customer remains liable for this debt and the payment of any legal fees or other cost incurred in any action to collect this debt. Customer 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>     |                 |
| <b>Delivery</b>     |                 |
| <b>Sales Tax</b>    | Enter Sales Tax |
| <b>TOTAL</b>        |                 |
| <b>LESS DEPOSIT</b> |                 |
| <b>TOTAL DUE</b>    |                 |

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

**ACCEPTED BY COPIERS NORTHWEST**

**ACCEPTED BY CUSTOMER**

  
\_\_\_\_\_  
Copiers Northwest Officer Date  
\_\_\_\_\_  
Printed Name Title

   
\_\_\_\_\_  
Authorized Signature Required Date  
   
\_\_\_\_\_  
Printed Name Title

Revision 1506b

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

**Date:** 9/23/2015  
**Account Manager:** Christian Colasono

**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



| Qty | Item Number | Model    | Description   | Unit Price | Total Amount |
|-----|-------------|----------|---|------------|--------------|
| 1   | 3662B001AA  | iRC5235A | Inner Finisher Additional Tray-A1 (option for Inner Finis |            |              |
| 1   | 3675B012AA  | iRC5235A | Super G3 Fax Board AE2                                    |            |              |
| 1   | 5589B001AA  | iRC5235A | Inner Finisher-E1   |            |              |
| 1   | 5592B005AA  | iRC5235A | PCL Printer Kit-AR1                                       |            |              |
| 1   | 5593B005AA  | iRC5235A | PS Printer Kit-AR1  |            |              |
| 1   | 5595B001AA  | iRC5235A | Additional Memory Type D (512MB)                          |            |              |
| 2   | 5598B003AA  | iRC5250  | imageRUNNER Advance C5250 Base Model                      |            |              |
| 2   | 3654B007AA  | iRC5250  | Cassette Feeding Unit-AD2                                 |            |              |
| 2   | 3660B006AA  | iRC5250  | External 2/3 Hole Puncher-B2<7>                           |            |              |
| 2   | 3675B012AA  | iRC5250  | Super G3 Fax Board AE2                                    |            |              |
| 2   | 3723B002AA  | iRC5250  | Utility Tray-A2   |            |              |
| 2   | 5587B002AA  | iRC5250  | Staple Finisher J1 (include Buffer Pass Unit G1)          |            |              |
| 2   | 5592B005AA  | iRC5250  | PCL Printer Kit-AR1                                       |            |              |
| 2   | 5593B005AA  | iRC5250  | PS Printer Kit-AR1  |            |              |
| 2   | 5595B001AA  | iRC5250  | Additional Memory Type D (512MB)                          |            |              |

ACCEPTED BY COPIERS NORTHWEST

ACCEPTED BY CUSTOMER

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

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

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

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

Revision 1404a



| City of Marysville: Schedule A |                    |  |
|--------------------------------|--------------------|--|
| Equipment                      | Department         | Address                                |
| 1.) Canon IR6275               | City Hall Workroom | 1049 State Ave. Marysville, WA. 98270  |
| 2.) Canon IRC5250              | Executive Office   | 1049 State Ave. Marysville, WA. 98270  |
| 3.) Canon IRC5250              | Police Custody     | 1635 Grove St. Marysville, WA 98270    |
| 4.) Canon IR4225               | Court Probation    | 1015 State Avenue Marysville, WA 98270 |
| 5.) Canon IRC5235              | Police Detectives  | 1635 Grove St. Marysville, WA 98270    |

Initials: ✕ \_\_\_\_\_

| City of Marysville: Itemized |                    |                    |
|------------------------------|--------------------|--------------------|
| Equipment                    | Department         | Monthly Obligation |
| 1.) Canon IR6275             | City Hall Workroom | \$603.83           |
| 2.) Canon IRC5250            | Executive Office   | \$495.62           |
| 3.) Canon IRC5250            | Police Custody     | \$451.42           |
| 4.) Canon IR4225             | Court Probation    | \$125.00           |
| 5.) Canon IRC5235            | Police Detectives  | \$332.31           |
| <b>Total:</b>                |                    | <b>\$2,008.18</b>  |

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 # 898138 (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 X \_\_\_\_\_

By \_\_\_\_\_

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

Title \_\_\_\_\_

**Equipment Removal Form**

**Customer:** City of Marysville 157  
**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 |      | See Attached Removal Form |        |                          |
| 2 |      |                           |        |                          |

**Trade In Section \*DO NOT COMPLETE LEASE SECTION FOR TRADE IN EQUIPMENT\***

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

**\*\*OR\*\***

**Lease Return Section \*LEASES ONLY, DO NOT FILL OUT FOR TRADE INS\***

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:

Customer Contact 2 Email:

- 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](mailto:equipmentreturns@copiersnw.com).

Expected Return Date:

- 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:**

**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: PU & store until Ricoh returns to leasing co. (Covered as part of St Contract)

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 1505a

Printed Name / Title

**Customer:** City of Marysville

**Address:** 1049 State Avenue  
Marysville, WA 98270

**Phone:** (360) 363-8000

**Account Rep:** Christian Colasono

|    | <b>Make</b> | <b>Model</b> | <b>Serial</b> | <b>Lease Return or Trade In</b> |
|----|-------------|--------------|---------------|---------------------------------|
| 3  | Ricoh       | 907EX        | V5010500176   | Lease Return                    |
| 4  | Ricoh       | C5501        | V9615600335   | Lease Return                    |
| 5  | Ricoh       | C5501        | V9605900394   | Lease Return                    |
| 6  | Ricoh       | 2550         | M6585901147   | Lease Return                    |
| 7  | Ricoh       | C3001        | V9315701586   | Lease Return                    |
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## Peace of Mind Guarantees

1. **Can't Go Wrong Guarantee**-If for any reason, you're not pleased with your new system during the first 12 months of your agreement, Copiers Northwest will give you 100% trade-in credit towards the acquisition of another system of similar value. You have the peace of mind of being able to not only change models, but change manufacturers. For example, if you selected a Canon system, you may change to a Sharp system.
  
2. **Never Down Guarantee**-In the event your equipment becomes non-operable and you have placed a service call, simply bring your job, paper and an operator to any Copiers Northwest location and we will help you get your job completed on time at your current price per page.
  
3. **Uptime Guarantee**-We guarantee your equipment will be operable for a minimum of 95% during normal business hours each year. Should we fail to maintain this performance standard, you will receive a 20% credit toward that machine's annual service and supply agreement, up to \$1,000.  
  

**"Fix It Right The First Time Incentive Program". Our service vehicles stock double the national average, so our technicians have the right parts on hand when they arrive to fix your system. Our technicians are compensated on copies between calls, not rewarded for low parts usage. This encourages them to fix your equipment right the first time.**
  
4. **Lifetime Guarantee**-Your equipment will perform to manufacturer's specifications for as long as you own it. If we are unable to repair your equipment in your office, we will provide you a free temporary replacement until the repair has been completed. If we are unable to repair your equipment, we will replace it with a system of equal or greater capabilities at no additional charge.
  
5. **Rapid Response Guarantee**-We will respond to your network questions via our Help Desk with a 15 minute average response time. We offer a staffed Help Desk 8:00AM-5:00PM for free phone support for any connectivity question.
  
6. **Free Installation Guarantee**-Copiers Northwest customers receive free delivery, set-up, network connection and training on all Canon imageRUNNER, Sharp and other qualifying systems.
  
7. **Training Guarantee**-We guarantee free equipment training at the time of installation and when appropriate.
  
8. **Supplies Guarantee**-Our supplies meet all rigid manufacturer's specifications. We only use Original Equipment Manufacturer supplies for Canon and Sharp products and they are competitively priced and kept in our inventory for prompt shipment.

\*Guarantees apply to new equipment continuously covered by our PrintSmart Print Management Agreement or FlexPlan Cost Per Copy acquisition programs provided your account is kept in good standing. Uptime Guarantee is calculated upon the anniversary date of equipment installation.

|                                   |      |
|-----------------------------------|------|
| City of Marysville<br>Company     | X    |
| Customer Acceptance               | Date |
| Copiers Northwest, Inc Acceptance | X    |
| Copiers Northwest, Inc Acceptance | Date |

# *Index #14*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 12/14/15**

|  |                           |
|--|---------------------------|
| <b>AGENDA ITEM:</b><br>A Resolution of the City of Marysville Adopting a Policy for the Investment of City Funds |                           |
| <b>PREPARED BY:</b><br>Sandy Langdon, Finance Director   | <b>DIRECTOR APPROVAL:</b> |
| <b>DEPARTMENT:</b><br>Finance  |                           |
| <b>ATTACHMENTS:</b><br>Resolution<br>Investment Policy   |                           |
| <b>BUDGET CODE:</b>  | <b>AMOUNT:</b>            |
| <b>SUMMARY:</b>  |                           |

We recently contracted with Government Portfolio Advisors (GPA) for investment advisory services. With GPA's assistance the city's investment policy was reviewed and as a result it was decided to re-write the investment policy using Governmental Finance Officers Association Best Practices for investing, which is reflected in the attached policy.

The underlying purpose of the investment policy is to provide constraints within the investment program to meet the objectives of safety, liquidity and return – in that order. The City operates under RCW 35A.40.050 – Fiscal-Investment of Funds and RCW 39.59 – Public Funds-Authorized Investments for the investment of funds.

The proposed policy also identifies at a minimum, monthly investment reporting to the Finance Committee and review of the policy every three years.

|  |
|--|
| <b>RECOMMENDED ACTION:</b><br>Staff recommends City council adopt the Resolution of the City of Marysville Adopting a Policy for the Investment of City Funds. |
|--|

[DRAFT] CITY OF MARYSVILLE  
Marysville, Washington

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

A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING A POLICY FOR  
THE INVESTMENT OF CITY FUNDS

WHEREAS, the City Council of the City of Marysville deems to ensure that all funds are invested in a manner which will provide the maximum security of the principle while meeting the daily cash flow demands of the city and the highest investment return, in conformance with federal, state, and other legal requirements, and

WHEREAS, the City Council of the City of Marysville desires to set forth guidelines for the investment of all funds of the City, and

WHEREAS, the Marysville City Treasurer (Director of Finance) has recommended the investment policy, and

WHEREAS, the City of Marysville’s investment policy has been written in accordance with the Government Finance Officers Association (GFOA) Best practices.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

Section 1. The policy for the investment of City funds set forth in the document entitled “City of Marysville Investment Policy”, which is attached hereto and incorporated herein by this reference as if set forth in full is hereby adopted as official policy for the investment of the City funds.

Section 2. That the adoption of the document entitled City of Marysville Investment Policy, replaces all previous City of Marysville Investment Policies.

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

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF MARYSVILLE INVESTMENT POLICY**  
**(ADOPTED XXX,XX, 2015)**

---

**Policy Statement**

This policy establishes standards and guidelines for the direction, management and oversight for all of the City of Marysville's investable cash and funds. Funds must be invested prudently to assure preservation of principal, provide needed liquidity for daily cash requirements, and provide a market rate of return. All investments must conform to federal, state, and local statutes governing the investment of public funds.

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## 1.0 INTRODUCTION

This Investment Policy defines the parameters within which funds are to be invested by the City of Marysville ("City"). This policy also formalizes the framework, of the City's Policy and Procedures to provide the authority and constraints for the City to maintain an effective and judicious management of funds within the scope of this policy.

These policies are intended to be broad enough to allow the Finance Director or authorized designee to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

## 2.0 GOVERNING AUTHORITY

The City of Marysville's investment authority is derived from Chapter 35A.40.050 RCW. The investment program shall be operated in conformance with Washington Revised Statutes and applicable Federal Law. All funds within the scope of this policy are subject to regulations established by the State of Washington.

## 3.0 SCOPE

This policy applies to activities of the City of Marysville with regard to investing the financial assets of the City. The amount of funds expected to fall within the scope of this policy is \$35MM to \$60MM, including all funds under the control and management of the City of Marysville.

1. General Funds
2. Special Revenue Funds
3. Debt Service Funds
4. Capital Projects Funds
5. Special Assessment Funds
6. Enterprise Funds
7. Internal Service Funds
8. Trust and Agency Funds

This investment policy applies to all investment transactions involving the financial assets and related activity of all the foregoing funds.

## 4.0 OBJECTIVES

All funds will be invested in a manner that is in conformance with federal, state and other legal requirements. In addition, the objectives, in order of priority, of the investment activities will be as follows:

**4.1 Safety:** Safety of principal is the primary objective of the City. Investments shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To obtain this objective, funds will be diversified, utilizing highly rated securities, by investing among a variety of securities and financial institutions. The investment portfolio will be invested in a manner that meets RCW statutes and all legal requirements of the City.

**4.2 Liquidity:** The investment portfolio will provide liquidity sufficient to enable the City to meet all cash requirements that might reasonably be anticipated. Therefore, the investments shall be managed to maintain a balance to meet daily obligations.

**4.3 Return on Investment:** The investment portfolio will be structured with the objective of attaining a market rate of return throughout economic cycles, commensurate with the investment risk parameters and the cash flow characteristics of the portfolio.

## 5.0 STANDARDS OF CARE

### 5.1 Delegation of Authority:

*Governing Body:* The ultimate responsibility and authority for the investment of City funds resides with the City Council who have the authority to direct the management of the City investment program.

*Authority:* The overall management responsibility for the investment program is hereby delegated to the Finance Director, or designee, who shall establish written procedures for the operation of the investment program, consistent with this investment policy. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

*Investment Advisor:* The City may engage the services of an external investment advisor to assist with the management of the City's investment portfolio in a manner that is consistent with the City's objectives and this policy. Such advisors shall provide recommendation and advice regarding the City investment program including but not limited to advice related to the purchase and sale of investments in accordance with this Investment Policy.

### 5.2 Prudence:

The standard of prudence to be used by the Finance Director or any designees in the context of managing the overall portfolio is the prudent person rule which states: *Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs* not in regard to speculation but in regard to the permanent disposition of the funds considering the probable income as well as the probable safety of the capital.

### 5.3 Ethics:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Finance Director in writing any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City of Marysville, particularly with regard to the time of purchases and sales.

## 6.0 SAFEKEEPING, CUSTODY AND CONTROLS

### 6.1 Delivery vs. Payment:

All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the City's safekeeping institution prior to the release of funds.

### **6.2 Third Party Safekeeping:**

Prudent treasury management requires that all purchased securities be bought on a delivery versus payment (DVP) basis and be held in safekeeping by the City, an independent third-party financial institution, or the City's designated depository.

The City's Finance Director shall designate all safekeeping arrangements and an agreement of the terms executed in writing. The third-party custodian shall be required to provide a statement to the City listing at a minimum each specific security, book yield, description, maturity date, market value, par value, purchase date, and CUSIP number.

All collateral securities pledged to the City for certificates of deposit or demand shall be held in a segregated account at the issuing financial institution that is reporting to the State's Public Deposit Protection Commission (PDPC).

### **6.3 Internal Controls:**

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. Specifics for the internal controls shall be documented in an investment procedures manual.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery securities of marketable securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Dual authorizations of wire transfers
- Staff training and
- Review, maintenance and monitoring of security procedures both manual and automated.

## **7.0 AUTHORIZED FINANCIAL DEALERS**

### **7.1 Broker/Dealers:**

The Finance Director shall maintain and review annually a list of all authorized financial institutions and broker/dealers that are approved to transact with the City for investment purposes.

The Finance Director or designee may utilize the investment advisor's approved broker/dealer list in lieu of the City's own approved list. The advisor must submit the approved list to the City annually and provide updates throughout the year as they occur. The advisor must maintain documentation of appropriate license and professional credentials of broker/dealers on the list. The annual investment advisor broker/dealer review procedures include:

- a. FINRA Certification check:
  - i. Firm Profile
  - ii. Firm History
  - iii. Firm Operations
  - iv. Disclosures of arbitration awards, disciplinary and regulatory events
  - v. State Registration Verification
- b. Financial review of acceptable FINRA capital or letter of credit for clearing settlements.

The advisor may be authorized through the contracted agreement to open accounts on behalf of the City with the broker/dealers on the approved broker dealer list. The City will receive documentation directly from the brokers for account verification and regulatory requirements.

#### **7.2 Investment Advisors:**

Advisors must be registered under the Investment Advisors Act of 1940 and must act in a non-discretionary capacity, requiring approval from the City prior to all transactions.

#### **7.3 Bank Institutions:**

The City will only place funds, exceeding the current FDIC insurance limits, with banks who are currently participating in the Washington State PDPC program. Compliance/listing with the PDPC will be verified by the Advisor or designated investment officer utilizing the Washington State Treasurer's website (<http://www.tre.wa.gov/government/pdpc.shtml>).

#### **7.4 Competitive Transactions:**

Transactions must be executed on a competitive basis and documented, excluding securities and interfund loans issued by the City of Marysville. Competitive prices should be provided from at least three separate brokers, financial institutions or through a nationally electronic trading platform. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price. If an Advisor handles trade executions then they must provide the competitive documentation as requested.

### **8.0 AUTHORIZED AND SUITABLE INVESTMENTS**

#### **8.1 Authorized Investments:**

All investments of the City are limited by RCW, principally RCW 35A.40.050 and 39.59.020.

Among the authorized investments are U.S. Treasury and agency securities (i.e., obligations of any government sponsored enterprise eligible for collateral purposes at the Federal Reserve), repurchase and for collateral otherwise authorized for investment, municipal debt of this state with one of the three highest ratings of a national rating agency at the time of investment, debt of the City of Marysville, certificates of deposit with qualified public depositories within



statutory limits as promulgated by the Public Deposit Protection Commission at the time of investment, foreign and domestic Bankers Acceptances, Commercial Paper and the Washington State Local Government Investment Pool.

The State of Washington Local Government Investment Pool is the only government-sponsored Pool approved for investment of funds.

## 8.2 Suitable Investments:

The City is empowered to invest in the following types of securities:

| TYPE  | DEFINITION   |
|---|--|
| <b>U. S Treasury Obligation</b>                           | Direct obligations of the United States Treasury   |
| <b>GSE- Agency Obligations</b>                            | Government Sponsored Enterprises ( <i>GSEs</i> ) – Federal Instrumentality Securities include, but are not limited to Federal National Mortgage Association ( <i>FNMA</i> ), the Federal Home Loan Mortgage Corporation ( <i>FHLMC</i> ), Federal Home Loan Banks ( <i>FHLB</i> ), and the Federal Farm Credit Bureau ( <i>FFCB</i> ).   |
| <b>Commercial Paper</b>                                   | Unsecured debt obligations of corporate issuers that are rated at least A1+ by Moody's and P1 by Standard and Poor's. Commercial paper holdings may not have maturities exceeding 180 days. Any commercial paper purchased with a maturity longer than 100 days must also have an underlying long-term credit rating at the time of purchase must have a minimum rating of AA- by S&P and Aa3 by Moody's RCW 39.59.020.  |
| <b>Bankers Acceptance</b>                                 | Bankers Acceptances generally are created based on a letter of credit issued in a foreign trade transaction. They are used to finance the shipment of some specific goods within the United States. They are Issued by qualified financial institutions eligible for discount by the Federal Reserve System and by a qualified institution whose long-term letter of credit rating is rated in the highest category AAA. |
| <b>Local Government Investment Pool</b>                   | Investment Pool managed by the Washington State Treasury office.   |
| <b>Time deposits and Savings accounts issued by banks</b> | Deposits in PDPC approved banks.   |

|                                   |   |
|-----------------------------------|---|
| <b>Certificates of Deposit</b>    | Non-negotiable Certificates of Deposit of financial institutions which are qualified public depositories as defined by RCW 39.58.010(2) and in accordance with the restrictions therein.  |
| <b>Municipal Debt Obligations</b> | Bonds of the State of Washington, any local government in the State of Washington, General Obligation bonds outside the State of Washington; at the time of investment the bonds must have AA- by S&P or Aa3 by Moody's. If split rating the lowest rating must meet the rating criteria. Debt of the City of Marysville is not required to be rated. |

### **8.3 Bank Collateralization:**

The PDPC makes and enforces regulations and administers a program to ensure public funds deposited in banks and thrifts are protected if a financial institution becomes insolvent. The PDPC approves which banks and thrifts can hold state and local government deposits and monitors collateral pledged to secure uninsured public deposits. Under the act, all public treasurers and other custodians of public funds are relieved of the responsibility of executing tri-party agreements, reviewing pledged securities, and authorizing additions, withdrawals, and exchanges of collateral.

### **8.4 Repurchase Agreement Collateralization:**

Collateral will be required on Repurchase Agreements, and will be limited to the suitable investments listed in this policy under 8. Collateral shall be delivered to the City's safekeeping agent, or through a tri-party arrangement in which the proper documents delineating the responsibilities of the parties have been executed. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

Any required overcollateralization (the amount by which the market value of the securities collateralizing the transaction exceeds the transaction value) will be determined at the time of the transaction, as specified in the Master Repurchase Agreement. Any such overcollateralization shall not be less than 102% of the current market value of the collateral. Such collateral shall be revalued on a periodic basis, but not less than weekly by the advisor, in order to maintain market protection. The final maturity of the collateral for repurchase agreements may not exceed three years.

## 9.0 INVESTMENT PARAMETERS

### 9.1 Diversification:

The City will diversify the investment of all funds by adhering to the constraints by issuer type in accordance with the following table:

**Table of Constraints on the Portfolio**

| ISSUER TYPE                      | % of Total Portfolio Maximum | Per Issuer Constraints Maximum |
|----------------------------------|------------------------------|--------------------------------|
| U. S Treasury Obligation         | 100%                         | 100%                           |
| GSE-Agency Obligations           | 100%                         | 35%                            |
| Municipal Debt Obligations       | 30%                          | 5%                             |
| City of Marysville Debt          | 10%                          | n/a                            |
| Bankers Acceptance               | 20%                          | 5%                             |
| Local Government Investment Pool | 100%                         | n/a                            |
| Time Deposits                    | 20%                          | 10%                            |
| Certificates of Deposits         | 25%                          | 10%                            |
| Commercial Paper                 | 15%                          | 5%                             |

### 9.2 Investment Maturity:

#### 9.2.1 Liquidity Funds – Tier 1 - Short Term

Liquidity funds will be defined as those funds that are in the State LGIP City, bank deposits, bank certificates of deposits or money market instruments and will be available for immediate use.

#### 9.2.2 Investment Core Funds – Tier 2 – Longer Term

Investment funds will be defined as the funds in excess of liquidity requirements and invested in authorized investments. The investments in this portion of the portfolio are allowed to have maturities out to 5 Years and will be only invested in higher quality and liquid (marketable) securities.

Reserve or Capital Improvement Project monies may be invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

#### 9.2.3 Total Portfolio Maturity Constraints:

| Maturity Constraints | Minimum % of Total Portfolio |
|----------------------|------------------------------|
| Under 30 days        | 10%                          |
| Under 1 year         | 25%                          |

|                                  |         |
|----------------------------------|---------|
| Under 5 years                    | 100%    |
| WAM ( Weighted Average Maturity) | 2 years |

### 9.3 Strategic Allocations:

#### 9.3.1 Funds and their Allocation

- a. Liquidity fund for the operating account will be allocated to LGIP, CD's, Bank Deposits, Bankers Acceptances, and Commercial Paper
- b. The structure of the investment core fund will be targeted to a selected market benchmark based on the risk and return objectives of the portfolio.
- c. Longer term funds and trust funds will have an identified market benchmark to manage risk and return.

#### 9.3.2 Monitoring and Portfolio Adjustment: As a general practice securities will be purchased with the intent to hold to maturity. However, it is acceptable for securities to be sold under the following circumstances:

- a. A security with a declining credit may be sold early to protect the principal value of the portfolio.
- b. The portfolio duration or maturity buckets should be adjusted to better reflect the structure of the underlying benchmark portfolio.
- c. A security exchange that would improve the quality, yield and target maturity of the portfolio based on market conditions.
- d. A sell of a security to provide for unforeseen liquidity needs.

### 9.4 Prohibited Investments:

9.4.1 The City shall not lend securities nor directly participate in a securities lending or reverse repurchase program.

9.4.2 The City shall not invest in mortgage-backed securities.

## 10.0 REPORTING REQUIREMENTS

### 10.1 Reporting:

The Finance Director shall be responsible for investment reporting. At a minimum, monthly reporting shall be made to the Finance Committee including but not limited to securities holdings, cash balances, and market values in the investment portfolio will be provided on the month-end reports.

Specific Requirements:

- Book Yield
- Holdings Report including mark to market and security description

- Transactions Report
- Weighted Average Maturity or Duration

#### **10.2 Performance Standards:**

The investment portfolio will be designed to obtain a market average rate of return during economic cycles, taking into account investment risk constraints and cash flow needs. A market benchmark will be established to compare risk and return of each investment portfolio identified within each tier.

The earnings benchmark will be the Local Government Investment Pool and an appropriate yield comparison.

#### **10.3 Compliance Report**

A compliance report will be generated quarterly comparing the portfolio positions to this investment policy.

#### **11.0 INVESTMENT POLICY ADOPTION**

The City's Investment Policy shall be adopted by the City Council and reviewed by the Council Finance Committee as needed but not less than every three years.

*Adopted by Marysville City Council, XX, 2015.*

## 12.0 GLOSSARY OF TERMS

**Agency Securities:** Government sponsored enterprises of the US Government.

**Bankers Acceptances:** A time draft accepted (endorsed) by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. BAs are short-term non-interest-bearing notes sold at a discount and redeemed by the accepting bank at maturity for full face value.

**Bond:** An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and specific assets sometimes secure it. Most bonds have a maturity of greater than one year and generally pay interest semiannually. See Debenture.

**Broker:** An intermediary who brings buyers and sellers together and handles their orders, generally charging a commission for this service. In contrast to a principal or a dealer, the broker does not own or take a position in securities.

**Collateral:** Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**Commercial Paper:** Short-term, unsecured, negotiable promissory notes issued by corporations.

**Current Maturity:** The amount of time left until an obligation matures. For example, a one-year bill issued nine months ago has a current maturity of three months.

**CUSIP:** A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.

**Dealer:** An individual or firm that ordinarily acts as a principal in security transactions. Typically, dealers buy for their own account and sell to a customer from their inventory. The dealer's profit is determined by the difference between the price paid and the price received.

**Debenture:** Unsecured debt backed only by the integrity of the borrower, not by collateral, and documented by an agreement called an indenture.

**Delivery:** Either of two methods of delivering securities: delivery vs. payment and delivery vs. receipt (also called "free"). Delivery vs. payment is delivery of securities with an exchange of money for the securities.

**Duration:** A measure used to calculate the price sensitivity of a bond or portfolio of bonds to changes in interest rates. This equals the sum of the present value of future cash flows.

**Full Faith and Credit:** Indicator that the unconditional guarantee of the United States government backs the repayment of a debt.

**General Obligation Bonds (GOs):** Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.

**Government Bonds:** Securities issued by the federal government; they are obligations of the U.S. Treasury; also known as "government securities."

**Interest:** Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

**Investment Funds:** Core funds are defined as operating fund balance, which exceeds the City's daily liquidity needs. Core funds are invested out the yield curve to diversify maturity structure in the overall portfolio. Having longer term investments in a portfolio will stabilize the overall portfolio interest earnings over interest rate cycles.

**Investment Securities:** Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

**Liquidity:** The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

**Liquidity Component:** A percentage of the total portfolio that is dedicated to providing liquidity needs for the District.

**LGIP:** Local Government Investment Pool run by the State of Washington Treasurer's office established to help cities with short term investments.

**Mark to Market:** Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

**Municipals:** Securities, usually bonds, issued by a state, its agencies, by cities or other municipal entities. The interest on "munis" is usually exempt from federal income taxes and state and local income taxes in the state of issuance. Municipal securities may or may not be backed by the issuing agency's taxation powers.

**Par Value:** The value of a security expressed as a specific dollar amount marked on the face of the security or the amount of money due at maturity. Par value should not be confused with market value.

**Portfolio:** A collection of securities held by an individual or institution.

**Prudent Person Rule:** A long-standing common-law rule that requires a trustee who is investing for another to behave in the same way as a prudent individual of reasonable discretion and intelligence who is seeking a reasonable income and preservation of capital.

**Quotation or Quote:** A bid to buy or the lowest offer to sell a security in any market at a particular time.

**Repurchase Agreement:** Range in maturity from overnight to fixed time to open end. Repos involve a simultaneous sale of securities by a bank or government securities dealer to an investor with an agreement for the bank or government securities dealer to repurchase the securities at a fixed date at a specified rate of interest.

**Treasury Bill (T-Bill):** An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

**Treasury Bonds and Notes:** Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.

**Yield:** The annual rate of return on an investment, expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

**Yield to Maturity:** The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.