

## Marysville City Council Meeting

January 11, 2016

7:00 p.m.

City Hall

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

**Audience Participation**

**Discussion Items**

15. City Council Committee Assignments \*

16. Election of Council President \*

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

2. Approval of the December 7, 2015 Marysville City Council Work Session Meeting Minutes

**Consent**

3. Consider Approval of the December 16, 2015 Claims in the Amount of \$1,046,789.58; Paid by Check Numbers 104640 through 104820 with Check Number 104229 voided

4. Consider Approval of the December 23, 2015 Claims in the Amount of \$497,652.16; Paid by EFT Transactions and Check Numbers 104821 through 105014 with Check Number 103104 and 103230 Voided

5. Consider Approval of the December 18, 2015 Payroll in the Amount of \$1,206,840.34; Paid by EFT Transactions and Check Numbers 29582 through 29613 with Check Number 29485 Voided and Reissued with Check Number 29581

10. Consider Approval of the Final Plat of Harvest Heights

11. Consider Approval of the Supplemental Agreement Number 3 to the HDR Engineering, Inc. for a No-Cost Time Extension

*\*These items have been added or revised from the materials previously distributed in the packets for the January 4, 2016 Work Session.*

## Marysville City Council Meeting

**January 11, 2016**

**7:00 p.m.**

**City Hall**

12. Consider Approval of the Professional Services Agreement between City of Marysville and Strategies 360 for Consultant Services

14. Consider Approval of the Professional Services Agreement between City of Marysville and Summit Law Group

### **Review Bids**

6. Consider Awarding the Reject Line Extension Project to SRV Construction in the Amount of \$ 122,799.84 including Washington State Sales Tax and Approve a Management Reserve of \$0 for a Total Allocation of \$122,799.84

### **Public Hearings**

#### **New Business**

1. Consider an **Ordinance** Amending Chapter 9.20 of the Municipal Code, Regulating Fireworks, Prohibiting Possession and Use of Fireworks, and Providing a Process for Licensing Public Displays of Fireworks \*

9. Consider the 2016 Transportation Benefit District Projects

13. Consider the Grant Agreement with the Department of Ecology for LID Improvements for 1st and 3rd Street Allowing the City to be funded \$1,585,500

18. Consider the Rescission of Approval of Amendment to Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities \*

### **Legal**

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

17. Consider the appointments to the Community and Housing Development Citizen Advisory Committee \*

### **Staff Business**

#### **Call on Councilmembers**

#### **Executive Session**

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

### **Adjourn**

*\*These items have been added or revised from the materials previously distributed in the packets for the January 4, 2016 Work Session.*

## **Marysville City Council Meeting**

**January 11, 2016**

**7:00 p.m.**

**City Hall**

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

*\*These items have been added or revised from the materials previously distributed in the packets for the January 4, 2016 Work Session.*

# *Index #2*

COUNCIL*DRAFT*  
MINUTES

**Work Session**  
*December 7, 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, Rob Toyer, Jeff Vaughan

**Absent:** Donna Wright Michael Stevens

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

Mayor Nehring commented that Councilmembers Stevens and Wright were out of town and had requested an excused absence.

**Motion** made by Councilmember Muller, seconded by Councilmember Vaughan to excuse Councilmember Stevens. **Motion** passed unanimously (5-0).

**Motion** made by Councilmember Vaughan, seconded by Councilmember Seibert, to excuse the absence of Councilmember Wright. **Motion** passed unanimously (5-0).

**Motion** made by Councilmember Muller, seconded by Councilmember Norton, to approve the agenda. **Motion** passed unanimously (5-0).

**Committee Reports**

None

**Discussion Items**

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

CAO Hirashima noted that at one of the last Council meetings the Council had asked staff to put this on the agenda. She gave some background on this item. City Attorney Walker explained there are several options available to the Council. He stressed that it is importance to have possession as an important part of any ordinance.

Councilmember Muller asked about options available to the Council. City Attorney Walker explained that it is flexible, but he urged the Council to consider the feasibility of enforcement for the police department. If the Council wants to prohibit fireworks it would be important to prohibit the possession, sale, use, or discharge of fireworks. Since the shooting off of fireworks is such an ephemeral, quick action, the possession element would be important. He reminded everyone that a ban can't take effect any earlier than one year from the date the Council enacts the ordinance. Councilmember Muller commented that down in Eugene he visited a 4<sup>th</sup> of July celebration and fireworks display put on by the fire department which was also a fundraiser. He wondered if something like that might be possible in Marysville.

Councilmember Toyer asked if someone could be ticketed for having fireworks in their car if possession was illegal. City Attorney Walker indicated that police would have discretion, but what they were referring to generally was people who were setting off fireworks and caught with them in their possession.

Commander Goldman added that it is difficult to catch people in the act. Possession is a key component, and this would be up to the discretion of the officer. Education would be critical.

Councilmember Vaughan expressed concern about over-enforcement. Commander Goldman explained that the spirit of the law is important to consider. He commented that over-enforcement serves no productive purpose. Councilmember Vaughan expressed concern about an outright ban, but asked about adding verbiage related to the intent to set fireworks off in Marysville. City Attorney Walker explained that it would make prosecution more difficult. He feels that if the officers feel they have probable cause to write a ticket it is important to have the freedom to do so.

Mayor Nehring commented that all the complaints he has seen have been that police need to enforce more, not less.

Councilmember Muller asked how an outright ban would be different for police. Commander Goldman explained that it would give a clear message to citizens and a

stronger message to officers that education would need to be in place to inform people that fireworks would not be tolerated. He expressed concern about police getting bogged down with too much focus on confiscating fireworks when there are more important and more pressing issues. He spoke to the importance of striking a balance.

Councilmember Norton asked about a partial ban which would allow some things such as sparklers and snakes. Commander Goldman replied that an outright ban would be more clear and enforceable for police.

Councilmember Muller noted that there is a currently a significant expense related to cleanup of fireworks. He asked how a ban could affect the city's ability to ticket people for littering or other things related to cleanup. Commander Goldman explained that this year the police focused their efforts on education and enforcement in parks. With the exception of one park, they ended up spotless this year. He was optimistic that this targeted kind of approach might work well for the future. Director Nielsen added that the cleanup expense for the City is still thousands of dollars.

Councilmember Seibert asked what the next step would be. City Attorney Walker said he would just need clear direction from the Council, and he could draft an ordinance.

Councilmember Muller asked about having the ability to have an emergency ban. City Attorney Walker commented that if the Council wanted the ability to have an emergency ban that should be in the form of an ordinance. Councilmember Muller expressed a desire to have festivities in lieu of private fireworks. There was some discussion about options for this. Councilmember Seibert noted that thousands of dollars would potentially be saved from cleaning up fireworks messes which could be redirected to a display. Councilmember Muller suggested that the Tulalips might be interested in putting on a joint fireworks show.

There was consensus to have City Attorney Walker draft an ordinance with various options and then bring this back for discussion in January.

**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****New Business**

10. Consider the Professional Services Agreement Supplement No. 1 with RH2 Engineering, Inc. for the Water Comprehensive Plan Update

Public Works Director Nielsen explained this is a no cost time extension for the Water Comprehensive Plan. There were no comments or questions.

11. Consider the Grant Agreement with the Department of Ecology Allowing the City to Receive \$50,000.00 in Grant Funding

Director Nielsen stated this grant would help fund the NPDES permit for stormwater.

12. Consider the Grant Agreement with the Department of Ecology Allowing the City to Receive \$296,564.25 in Grant Funding

Director Nielsen explained this grant with DOE would be used for the decant facility. He commended Kari Chenault for getting this grant and the previous one.

13. Consider the Copiers Northwest and Wells Fargo Leasing Agreement for Five Multifunction Copiers

Worth Norton explained that staff would like to continue replacing the fleet of copiers as replacements come up. They have been working out very well.

14. Consider a **Resolution** Adopting a Policy for the Investment of City Funds



Finance Director Langdon explained that the City has contracted with Government Portfolio as advisors to review the City's investment policy. Based on those recommendations, the policy has been rewritten based on GFOA's best practices. There were no comments or questions.

## **Legal**

### **Mayor's Business**

Mayor Nehring:

- Thanks to everyone involved in Merrysville for the Holidays last Saturday. It was a great event with a great crowd.
- He commented that he has asked the AWC to start a committee on homelessness. He commented there is a lot of discussion around the Salt Lake City model of low barrier housing.
- He got a nice note from Lou Olson at Windsor Square who thanked the fire department for the informational tour they conducted and wishing the City a Merry Christmas.

### **Staff Business**

Sandy Langdon had no comments.

Worth Norton noted that staff will be changing out Council's tablets sometime in February.

Dave Koenig had no comments.

Chief McFalls had no comments.

Kevin Nielsen:

- John Cowling has given his resignation and will be moving on as a city engineer for the City of Mountlake Terrace.
- He asked Council for permission to bring a condemnation ordinance for 116th for Marshall next week. He noted that the City got the money for Safe Sidewalks to School, and staff is eager to get moving on that project. There was no objection to the addition of that item.

John Walker:

- He stated the need for an Executive Session to discuss one personnel item for 15 minutes with no action expected.
- He announced it is time to review procedures for Council meetings. This will be coming forward soon. He also recommended reviewing the ordinance that governs behavior at Council meetings. This hasn't been an issue in Marysville, but it has been in some other jurisdictions.

Gloria Hirashima stated that the Fire Agreement will be reviewed next week by the fire commissioners. She would like to put this on the agenda also for discussion next week. There was consensus to bring it forward next week, but if there are any revisions to it by the fire commissioners they will move the discussion to January.

### **Call on Councilmembers**

Rob Toyer had no comments.

Steve Muller:

- He enjoyed the Merrysville for the Holidays. It's a shame it rained so much.
- He asked if someone is monitoring the water level for the Qwuloolt to see if it was consistent with the modeling. CAO Hirashima said they are keeping an eye on it visually, but nothing official is being done.

Kamille Norton asked when the new speed limit signs on Ingraham Blvd would be installed. Director Nielsen replied they would be up this week.

Jeff Vaughan asked if the modeling had considered scouring and the impact on the wood and other debris that has been coming in. Director Nielsen said he didn't think this was covered in the modeling, but explained how it was expected to work. He explained that staff would maintain it if there were any emergencies, but other than that the Corps of Engineers would be in charge of maintenance.

Jeff Seibert:

- He explained that part of the restoration process is for the debris and big trees to come in. It's actually a good thing that this is happening naturally.
- He asked about the signal at 36th and 88th. Director Nielsen said he would follow up. He explained there is a problem with the loop, but they are deciding what to do.
- The cleanup from the storm has been good, but residents at 35th and 97th still have limb debris blocking part of the road. Director Nielsen replied they would be picked up tomorrow.
- He asked about having PUD come pick up their cables off of people's yards. Director Nielsen said he would look into it.

Council recessed at 8:14 p.m. for four minutes and reconvened at 8:18 p.m. into Executive Session to discuss one personnel item for 15 minutes.

**Executive Session**

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

Executive session was extended 17 minutes.

Executive session ended and public meeting reconvened at 8:50 p.m.

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:50 p.m.

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

---

Mayor  
Jon Nehring

---

April O'Brien  
Deputy City Clerk

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 11, 2016**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **December 16, 2015** claims in the amount of **\$1,046,789.58** paid by **Check No. 104640 through 104820 with Check No. 104229** voided.

**COUNCIL ACTION:**

**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 **\$1,046,789.58 PAID BY CHECK NO.'S 104640 THROUGH 104820 WITH CHECK NO. 104229 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 **11<sup>th</sup> DAY OF JANUARY 2016.**

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

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

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

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

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

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

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2015 TO 12/16/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104640	LEIFER, KELLY	EVALUATION OF PURCHASERS OFFER	GMA - STREET	750.00
104641	REVENUE, DEPT OF	SALES AND USE TAXES-NOV 2015	POLICE ADMINISTRATION	16.53
	REVENUE, DEPT OF		WATER/SEWER OPERATION	39.97
	REVENUE, DEPT OF		PRO-SHOP	66.56
	REVENUE, DEPT OF		GENERAL FUND	160.12
	REVENUE, DEPT OF		ER&R	543.67
	REVENUE, DEPT OF		GOLF COURSE	673.20
	REVENUE, DEPT OF		CITY STREETS	718.85
	REVENUE, DEPT OF		GOLF COURSE	1,195.19
	REVENUE, DEPT OF		RECREATION SERVICES	1,752.96
	REVENUE, DEPT OF		STORM DRAINAGE	4,798.71
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	20,884.78
	REVENUE, DEPT OF		UTIL ADMIN	51,377.41
104642	AAPP	DUES-KING	POLICE PATROL	125.00
104643	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-DAY	TRAINING	33.00
104644	ALL BATTERY SALES &	BATTERY	EQUIPMENT RENTAL	586.72
104645	AMERICAN CLEANERS	DRY CLEANING	OFFICE OPERATIONS	24.75
	AMERICAN CLEANERS		POLICE PATROL	35.35
	AMERICAN CLEANERS		POLICE ADMINISTRATION	66.43
	AMERICAN CLEANERS		DETENTION & CORRECTION	77.77
	AMERICAN CLEANERS		POLICE INVESTIGATION	101.62
104646	ANDES LAND SURVEY	R/W DEEDS & TC EASEMENTS	ARTERIAL STREET-GENL	180.00
	ANDES LAND SURVEY	ROAD SURVEY BASE MAP	ARTERIAL STREET-GENL	810.00
104647	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	38.83
104648	ARLINGTON HARDWARE	JEANS-CALLAHAN	GENERAL SERVICES - OVERH	38.07
104649	ARLINGTON, CITY OF	ARL CHRISTAIN SCHOOL USAGE	SOURCE OF SUPPLY	63.80
104650	BANK OF AMERICA	EMPLOYEE APPRECIATION REIMBURS	PERSONNEL ADMINISTRATIO	149.15
104651	BANK OF AMERICA	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	190.08
104652	BANK OF AMERICA	TRAVEL REIMBURSEMENT	UTIL ADMIN	216.20
104653	BANK OF AMERICA	TRAINING/SUPPLY REIMBURSEMENT	LEGAL-GENL	261.23
104654	BARCODES WEST	LABELS	TRIBAL GAMING-GENL	104.08
104655	BELNICK INC.	STACKING CHAIRS AND CHAIR DOLL	GENERAL FUND	-721.77
	BELNICK INC.		OPERA HOUSE	8,923.64
104656	BERNHARD, TED & LYNN	UB 760033410001 6921 54TH PL N	WATER/SEWER OPERATION	130.08
104657	BHC CONSULTANTS	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	1,882.50
104658	BILLING DOCUMENT SPE	LOCKBOX PROCESSING	UTILITY BILLING	897.25
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	1,822.30
104659	BLACK ROCK CABLE INC	I-NET ELASE	CENTRAL SERVICES	536.93
104660	BNSF RAILWAY COMPANY	WORK PERFORMED	GMA - STREET	19,529.56
	BNSF RAILWAY COMPANY		GMA - STREET	19,985.88
104661	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	131.54
104662	BOLTON, JODIE	UB 220270000000 12814 47TH DR	WATER/SEWER OPERATION	25.59
104663	BORUCK, JOEL & KIM	UB 950252000001 1024 CEDAR AVE	WATER/SEWER OPERATION	14.56
104664	BURKETT, ARNOLD	REFUND CLASS FEES	PARKS-RECREATION	50.00
104665	CANAM FABRICATIONS	SAND FILTER, AIRLIFT PUMP REPA	WASTE WATER TREATMENT F	2,828.80
104666	CARRS ACE	SILICONE	WATER RESERVOIRS	5.41
	CARRS ACE	EXTENSION CORDS	ROADSIDE VEGETATION	13.03
	CARRS ACE	BIT SET, TAPE AND CLIPS	WATER RESERVOIRS	15.03
	CARRS ACE	CONTROL CABINET PARTS	SEWER LIFT STATION	34.77

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2015 TO 12/16/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104666	CARRS ACE	CLAMPS AND HARDWARE	ROADSIDE VEGETATION	36.45
104667	CARVER, VICKI	INSTRUCTOR SERVICES	RECREATION SERVICES	151.20
104668	CENTRAL WELDING SUPP	BROOMS	ER&R	60.38
	CENTRAL WELDING SUPP	SHOVELS, TRENCHING TOOLS, RAKE	ER&R	476.35
	CENTRAL WELDING SUPP	SAFETY GLASSES, FLASHLIGHTS AN	ER&R	487.16
104669	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,007.67
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,037.27
104670	CITIES & TOWNS	SCC DINNER (1)	EXECUTIVE ADMIN	35.00
104671	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,358.29
104672	COLUMBIA FORD	2016 FORD INTERCEPTOR	EQUIPMENT RENTAL	35,947.29
104673	COMMUNITY HEALTH CAR	UB 210170000000 13107 50TH AVE	WATER/SEWER OPERATION	150.06
104674	CONTEMPORARY CONT	POE POWER INJECTORS	WATER/SEWER OPERATION	-36.26
	CONTEMPORARY CONT		SEWER LIFT STATION	448.23
104675	COOP SUPPLY	LIGHTS	ER&R	9.77
	COOP SUPPLY	EXTENSION CORDS	ROADSIDE VEGETATION	16.28
	COOP SUPPLY	LIGHTS	ER&R	29.31
	COOP SUPPLY	FLASHLIGHT AND ETC	PARK & RECREATION FAC	29.35
	COOP SUPPLY	GAS CANS AND OIL	WATER DIST MAINS	57.95
	COOP SUPPLY	CLIPS, CABLE AND CHAIN	STORM DRAINAGE	78.80
	COOP SUPPLY	T-POSTS AND BARBED WIRE	WATER RESERVOIRS	118.95
104676	CORNWELL TOOLS	TOOL BOX ASSEMBLY	EQUIPMENT RENTAL	1,087.95
104677	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	4,326.47
104678	COSTA, RIETTA	INSTRUCTOR SERVICES	COMMUNITY CENTER	45.00
104679	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	481.69
104680	COUGAR TREE SERVICE	TREE REMOVAL	ROADSIDE VEGETATION	435.20
	COUGAR TREE SERVICE		ROADSIDE VEGETATION	1,632.00
104681	CRISTIANO'S	TRAINING LUNCH	UTIL ADMIN	180.66
104682	CUMMINS NORTHWEST	OUTFITTING EQUIPMENT FOR #J041	EQUIPMENT RENTAL	4,058.75
104683	DAGGETT, KIM	REIMBURSE LUNCH-TRAINING	UTIL ADMIN	13.81
104684	DATA QUEST	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	75.00
104685	DATEC, INC	PATROL CAR OUTFITTING EQUIPMEN	EQUIPMENT RENTAL	713.51
	DATEC, INC		EQUIPMENT RENTAL	713.51
	DATEC, INC		EQUIPMENT RENTAL	713.51
	DATEC, INC		EQUIPMENT RENTAL	713.51
	DATEC, INC		EQUIPMENT RENTAL	713.51
	DATEC, INC		EQUIPMENT RENTAL	713.51
	DATEC, INC		EQUIPMENT RENTAL	713.51
104686	DEAVER ELECTRIC	INSTALL ELECTRICAL	COURT FACILITIES	520.89
	DEAVER ELECTRIC	A/C REPAIR	MAINT OF GENL PLANT	709.69
104687	DELL	STAND	COMMUNITY DEVELOPMENT-	80.78
	DELL	PC	COMMUNITY DEVELOPMENT-	1,194.95
104688	DIBBLE, REBEKAH	REFUND CLASS FEES	PARKS-RECREATION	60.00
104689	DICKS TOWING	TOWING EXPENSE-MP15-00205192	POLICE PATROL	43.52
	DICKS TOWING		POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-00205671	POLICE PATROL	114.66
104690	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-28.32
	DIGITAL DOLPHIN SUPP		DETENTION & CORRECTION	350.07
104691	DIJULIO DISPLAYS INC	XMAS LIGHTS-TOUR OF LIGHTS	PRO-SHOP	770.50
104692	DONALDSON, BRENDA	REIMBURSE TOUCH A TRUCK SUPPLY	TRANSPORTATION MANAGEM	297.71
	DONALDSON, BRENDA		UTIL ADMIN	1,400.24
104693	DUNLAP INDUSTRIAL	RATCHET, SPILL KIT, REEL AND T	WATER DIST MAINS	435.83
104694	DUNN, STEPHANIE	UB 983331000000 3331 65TH DR N	WATER/SEWER OPERATION	19.90



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2015 TO 12/16/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104695	E&E LUMBER	EPOXY AND PUTTY	PUBLIC SAFETY BLDG.	6.04
	E&E LUMBER	FASTENERS AND PUSH BUTTON	PUBLIC SAFETY BLDG.	7.56
	E&E LUMBER	ROOF SEALANT	SOURCE OF SUPPLY	13.45
	E&E LUMBER	WASHERS, CLOTHS AND HANGER	ROADSIDE VEGETATION	26.56
	E&E LUMBER	WALL PLATE AND OUTLET	COURT FACILITIES	31.08
	E&E LUMBER	PUSH BUTTON KEYSAFE	POLICE PATROL	37.59
	E&E LUMBER	EXTENSION CORDS	ROADSIDE VEGETATION	40.65
	E&E LUMBER	EXTENSION CORDS, STAPLES AND S	ROADSIDE VEGETATION	47.59
	E&E LUMBER	LED MULTI REEL	WATER DIST MAINS	65.26
	E&E LUMBER	MISC BITS, BOLTS, CLIPS AND EX	ROADSIDE VEGETATION	171.98
	E&E LUMBER	LUMBER, POSTS, HARDWARE AND FA	ROADSIDE VEGETATION	271.59
104696	EL HAYEK, ISSA	UB 038211830000 8211 83RD PL N	WATER/SEWER OPERATION	189.57
104697	ELECTRONIC SYSTEMS	MODEM REPAIR	WATER RESERVOIRS	238.80
	ELECTRONIC SYSTEMS		SEWER LIFT STATION	313.50
	ELECTRONIC SYSTEMS	ANTENNA, CABLE, WRAP TAPE AND	WATER DIST MAINS	2,373.73
104698	ELSHAUG, DARCY & NAN	UB 121180000001 4501 109TH PL	WATER/SEWER OPERATION	38.29
104699	ENVIRONMENTAL CONTRO	JANITORIAL SERVICE	WATER FILTRATION PLANT	56.65
	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
104700	EVERETT COMMUNITY CO	FLAGGING/TRAFFIC CONTROL CERT-	TRANSPORTATION MANAGEM	70.00
104701	EVERETT SOUND MACHIN	COMPACTOR REPAIR	WASTE WATER TREATMENT F	660.66
104702	EVERETT TIRE & AUTO	TIRES	ER&R	554.89
104703	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	154,514.43
104704	EVERGREEN SECURITY	FIRE AND ALARM SYSTEM REPAIR	COURT FACILITIES	680.00
104705	FEDEX	SHIPPING EXPENSE-GARDA CONTRAC	COMMUNITY DEVELOPMENT-	4.97
	FEDEX		UTIL ADMIN	4.97
	FEDEX		UTILITY BILLING	9.97
	FEDEX		GOLF ADMINISTRATION	9.98
	FEDEX		POLICE ADMINISTRATION	20.66
	FEDEX		MUNICIPAL COURTS	20.66
104706	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	42,000.00
104707	FILORI, JOHN	REIMBURSE CDL PHYSICAL FEES	UTIL ADMIN	140.00
104708	FIRE PROTECTION INC	FIRE ALARM MONITORING	PUBLIC SAFETY BLDG.	529.50
104709	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	504.58
104710	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	71.11
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	236.80
104711	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.04
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.04
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.20
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.22
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.25
	FRONTIER COMMUNICATI		ANIMAL CONTROL	0.31
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	0.31
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	0.48
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.76
	FRONTIER COMMUNICATI		CITY CLERK	0.87

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2015 TO 12/16/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104711	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	PERSONNEL ADMINISTRATIO	2.09
	FRONTIER COMMUNICATI		STORM DRAINAGE	2.34
	FRONTIER COMMUNICATI		COMMUNITY CENTER	3.33
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	3.67
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	4.77
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	4.97
	FRONTIER COMMUNICATI		UTILITY BILLING	5.65
	FRONTIER COMMUNICATI		LEGAL-GENL	5.87
	FRONTIER COMMUNICATI		UTIL ADMIN	8.05
	FRONTIER COMMUNICATI		ENGR-GENL	8.43
	FRONTIER COMMUNICATI		COMPUTER SERVICES	8.47
	FRONTIER COMMUNICATI		FINANCE-GENL	8.68
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	8.88
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	9.79
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	10.04
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	10.75
	FRONTIER COMMUNICATI		POLICE PATROL	10.81
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	15.48
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	16.01
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	19.27
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	29.29
104712	GALLS, LLC	FLASHLIGHTS	ER&R	898.84
104713	GORDON COMPANY	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-107.80
	GORDON COMPANY		WATER/SEWER OPERATION	1,150.00
104714	GOVCONNECTION INC	FIBER CONNECTIVITY	COMPUTER SERVICES	93.13
104715	GRAINGER	VELCRO	SEWER PRETREATMENT	54.35
	GRAINGER	FLOOR MATS	WASTE WATER TREATMENT F	176.87
	GRAINGER	EXTENSION CORDS	WASTE WATER TREATMENT F	454.33
	GRAINGER	SCISSOR LIFT TABLE	TRANSPORTATION MANAGEM	607.12
	GRAINGER	EXHAUST FAN	STORM DRAINAGE	788.40
104716	GRAYBAR ELECTRIC CO	FIBER	COMPUTER SERVICES	118.77
104717	GREENSHIELDS	ADAPTERS	EQUIPMENT RENTAL	45.18
	GREENSHIELDS		EQUIPMENT RENTAL	45.19
	GREENSHIELDS	COUPLINGS	EQUIPMENT RENTAL	124.79
	GREENSHIELDS		EQUIPMENT RENTAL	124.80
104718	GROUP HEALTH	DOT PHYSICAL AND PRE-EMPLOYMEN	EQUIPMENT RENTAL	95.00
	GROUP HEALTH		UTIL ADMIN	120.00
	GROUP HEALTH		GENERAL SERVICES - OVERH	156.00
104719	HACH COMPANY	FILTRATION PLANT SUPPLIES	WATER FILTRATION PLANT	6,942.19
104720	HARBOR FREIGHT TOOLS	LED LIGHTS, TOOL BAG, SOCKET S	WATER DIST MAINS	140.73
104721	HB JAEGER COMPANY	HYDRANTS (20) STORZ (20) AND M	WATER CAPITAL PROJECTS	37,970.05
104722	HD FOWLER COMPANY	ADAPTER	WASTE WATER TREATMENT F	2.79
	HD FOWLER COMPANY	PERF PIPE	STORM DRAINAGE	186.05
	HD FOWLER COMPANY	CATCH BASIN INSTALL PARTS	STORM DRAINAGE	375.25
	HD FOWLER COMPANY	ADAPTERS	WATER/SEWER OPERATION	578.27
	HD FOWLER COMPANY	UV LAMPS	PUMPING PLANT	1,164.16
	HD FOWLER COMPANY	CAPS, VALVES AND BOLT KITS	WATER DIST MAINS	1,187.78
104723	HD SUPPLY WATERWORKS	ANTENNAS AND METERS	WATER SERVICE INSTALL	30,166.10
104724	HERTZ EQUIPMENT RENT	MANLIFT TOWABLE TRAILER	STORM DRAINAGE	464.10
104725	HOME DEPOT	CLIPS, WASHERS AND CLAMPS	ROADSIDE VEGETATION	60.49
104726	IMSA	IMSA MEMBERSHIP DUES-DEAVER	TRANSPORTATION MANAGEM	75.00
104727	JONES, LOUGENE	REFUND CLASS FEES	PARKS-RECREATION	60.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2015 TO 12/16/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104728	JORGENSEN, PATTI	UB 120770000000 4611 107TH PL	WATER/SEWER OPERATION	24.76
104729	KINGSFORD, ANDREA	REIMBURSE SPECIAL EVENT SUPPLY	PRO-SHOP	27.11
	KINGSFORD, ANDREA		COMMUNITY EVENTS	135.28
104730	KPG, INC PS	PROFESSIONAL SERVICES	GMA - STREET	561.20
104731	LAKE STEVENS SCHOOL	MITIGATION FEES-NOV 2015	SCHOOL MIT FEES	23,400.00
104732	LASTING IMPRESSIONS	CAPS W/LOGO	ER&R	466.10
104733	LICENSING, DEPT OF	ABOUD, M (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ARNOLD, J (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BAKER, E (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BISSITT, E (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DEPASQUALE, P (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HERNANDEZ, Y (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HETTINGER, A (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JONES, S (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LAMIE, D (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MIMS, W (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOORE, J (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOORE, P (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SAUERS, L (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SLOAN, M (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	TURK, J (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WALTON, B (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WESTBERG, B (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	YATES, J (ORIGINAL)	GENERAL FUND	18.00
104734	LOWES HIW INC	PUSH BUTTON	PUBLIC SAFETY BLDG.	7.01
	LOWES HIW INC	PARADE DECORATIONS	STORM DRAINAGE	103.32
104735	MARSHALL, RUSSELL	UB 821640050000 6520 71ST ST N	WATER/SEWER OPERATION	24.77
104736	MARYSVILLE AWARDS	PARADE AWARDS	COMMUNITY EVENTS	90.38
104737	MARYSVILLE PAINT	FLOOR PAINT	STORM DRAINAGE	215.36
104738	MARYSVILLE PRINTING	ENVELOPES	FINANCE-GENL	35.36
	MARYSVILLE PRINTING	PROSECUTOR OFFER FORMS	LEGAL - PROSECUTION	167.43
	MARYSVILLE PRINTING	STOP WORK NOTICES	COMMUNITY DEVELOPMENT-	299.20
104739	MARYSVILLE SCHOOL	MITIGATION FEES-NOV 2015	SCHOOL MIT FEES	18,170.00
104740	MARYSVILLE, CITY OF	UTILITY SERVICE-17906 43RD AVE	WATER FILTRATION PLANT	55.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-15224 SMOKEY P	NON-DEPARTMENTAL	153.39
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST	PARK & RECREATION FAC	558.29
104741	MCCAIN TRAFFIC SPLY	LED ARROWS	TRANSPORTATION MANAGEM	470.02
	MCCAIN TRAFFIC SPLY	LED TRAFFIC BULBS AND ARROWS	TRANSPORTATION MANAGEM	6,800.04
104742	MCLOUGHLIN & EARDLEY	CORNER TUBE REFLECTORS	ER&R	-33.46
	MCLOUGHLIN & EARDLEY	STROBE BULBS	ER&R	-14.51
	MCLOUGHLIN & EARDLEY		ER&R	179.45
	MCLOUGHLIN & EARDLEY	CORNER TUBE REFLECTORS	ER&R	413.71
104743	MELAU, SANDRA	UB 651131192700 9918 81ST AVE	WATER/SEWER OPERATION	25.00
104744	MELSETH, FRANK	UB 092256000002 9621 48TH DR N	WATER/SEWER OPERATION	333.66
104745	MESSERLY, CONNIE	REIMBURSE LUNCHEON SUPPLY EXPE	PERSONNEL ADMINISTRATIO	98.32
104746	METAL WERKS INC	LONG TUBES, RIVETS AND RIVET G	SIDEWALKS MAINTENANCE	9,395.30
104747	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	811.98
104748	MITCHELL, GARY	REFUND CLASS FEES	PARKS-RECREATION	60.00
104749	NAMMAKHOT, BOUNLIANE	UB 982816000000 2816 68TH DR N	WATER/SEWER OPERATION	183.12
104750	NC MACHINERY COMPANY	CONNECTOR, SENSOR AND PLUG KIT	EQUIPMENT RENTAL	277.12
104751	NEXSITE ONLINE	DIGITAL ACTIVITY GUIDE	RECREATION SERVICES	640.83
	NEXSITE ONLINE	ACTIVITY GUIDES	RECREATION SERVICES	5,438.48

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2015 TO 12/16/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104752	NIXON, DIANA	REFUND CLASS FEES	PARKS-RECREATION	80.00
104753	NORTH COAST ELECTRIC	MICROLOGIX	WATER RESERVOIRS	2,041.96
104754	NURNBERG SCIENTIFIC	WATER QUALITY SAMPLING SUPPLIE	WATER QUAL TREATMENT	427.42
104755	O'BRIEN, APRIL	REFUND CLASS FEES	PARKS-RECREATION	50.00
104756	ODB COMPANY	GUTTER BROOM REPAIR PARTS	CITY STREETS	-128.34
	ODB COMPANY	GUTTER BROOMS	CITY STREETS	-48.19
	ODB COMPANY		STREET CLEANING	595.76
	ODB COMPANY	GUTTER BROOM REPAIR PARTS	STREET CLEANING	1,586.76
104757	OFFICE DEPOT	OFFICE SUPPLY CREDIT	UTILITY BILLING	-9.60
	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	4.78
	OFFICE DEPOT		OFFICE OPERATIONS	9.55
	OFFICE DEPOT		PURCHASING/CENTRAL STOF	10.76
	OFFICE DEPOT		SOLID WASTE OPERATIONS	12.94
	OFFICE DEPOT		EQUIPMENT RENTAL	19.02
	OFFICE DEPOT		UTILITY BILLING	19.69
	OFFICE DEPOT		STORM DRAINAGE	59.36
	OFFICE DEPOT		STREET CLEANING	73.97
	OFFICE DEPOT		YOUTH SERVICES	99.53
	OFFICE DEPOT		POLICE PATROL	139.22
	OFFICE DEPOT		POLICE PATROL	139.22
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	141.87
	OFFICE DEPOT		YOUTH SERVICES	177.66
	OFFICE DEPOT		UTIL ADMIN	196.05
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	375.10
	OFFICE DEPOT		WATER QUAL TREATMENT	751.92
104758	PACIFIC POWER BATTER	BATTERIES	EQUIPMENT RENTAL	6.48
	PACIFIC POWER BATTER		COURT FACILITIES	36.12
104759	PAPE MACHINERY	OIL AND AIR FILTERS	ER&R	-0.83
	PAPE MACHINERY		ER&R	299.72
104760	PARTS STORE, THE	U-BOLTS AND RTV	SNOW & ICE CONTROL	10.04
	PARTS STORE, THE	MASTER CYLINDER	EQUIPMENT RENTAL	45.43
	PARTS STORE, THE	OIL FILTERS	ER&R	118.90
	PARTS STORE, THE	FILTERS AND WIPER BLADES	ER&R	280.58
	PARTS STORE, THE	PROPANE TANK	EQUIPMENT RENTAL	878.63
104761	PAYMENTUS	TRANSACTION FEES-NOV 2015	UTILITY BILLING	10,566.41
104762	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	1.50
	PGC INTERBAY LLC		MAINTENANCE	11.71
	PGC INTERBAY LLC		PRO-SHOP	24.26
	PGC INTERBAY LLC		PRO-SHOP	32.55
	PGC INTERBAY LLC		MAINTENANCE	32.55
	PGC INTERBAY LLC		PRO-SHOP	63.07
	PGC INTERBAY LLC		MAINTENANCE	95.90
	PGC INTERBAY LLC		PRO-SHOP	101.29
	PGC INTERBAY LLC		MAINTENANCE	115.97
	PGC INTERBAY LLC		MAINTENANCE	173.11
	PGC INTERBAY LLC		PRO-SHOP	244.09
	PGC INTERBAY LLC		PRO-SHOP	308.45
	PGC INTERBAY LLC		MAINTENANCE	641.72
	PGC INTERBAY LLC		PRO-SHOP	4,231.59
	PGC INTERBAY LLC		MAINTENANCE	8,481.23
104763	PHAM THANH NHI HUNG	UB 150440000001 4404 125TH PL	WATER/SEWER OPERATION	34.01
104764	PILCHUCK RENTALS	BUSHINGS	ROADWAY MAINTENANCE	34.92

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2015 TO 12/16/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104764	PILCHUCK RENTALS	CHAINSAW BAR AND CHAINS	ROADSIDE VEGETATION	167.04
	PILCHUCK RENTALS	BACKPACK BLOWER	GENERAL SERVICES - OVERH	489.56
	PILCHUCK RENTALS	APRON CHAPS, CHISELS AND FILE	ROADSIDE VEGETATION	807.17
	PILCHUCK RENTALS	CHAINSAW	ROADSIDE VEGETATION	1,028.12
104765	PLANALP, SARAH	REFUND CLASS FEES	PARKS-RECREATION	60.00
104766	PLATT ELECTRIC	FLOOD LIGHT CREDIT	SOLID WASTE OPERATIONS	-63.65
	PLATT ELECTRIC	OUTLET BOX AND FITTINGS	PUBLIC SAFETY BLDG.	18.86
	PLATT ELECTRIC	HARDWARE	UTIL ADMIN	27.10
	PLATT ELECTRIC	TUBE LIGHTS	UTIL ADMIN	33.03
	PLATT ELECTRIC	LIGHT BULBS	PUBLIC SAFETY BLDG.	65.28
	PLATT ELECTRIC	SEALS, STYLUS AND HEAD LAMP	STREET LIGHTING	107.77
	PLATT ELECTRIC	TAPE, TIE STRAPS AND SCRATCH A	MAINT OF GENL PLANT	148.49
	PLATT ELECTRIC	FLUKE METER, CASE AND TAPE	WATER QUAL TREATMENT	592.89
104767	POLLARDWATER.COM	METAL DETECTORS	COMMUNITY DEVELOPMENT-	2,144.19
104768	POPLAR RIDGE LLC	UB 038510790000 8510 79TH AVE	WATER/SEWER OPERATION	51.05
104769	POSTAL SERVICE	POSTAGE	COMMUNITY DEVELOPMENT-	25.26
	POSTAL SERVICE		UTIL ADMIN	53.92
	POSTAL SERVICE		PERSONNEL ADMINISTRATIOI	111.80
	POSTAL SERVICE		EXECUTIVE ADMIN	150.43
	POSTAL SERVICE		LEGAL-GENL	252.05
	POSTAL SERVICE		PARK & RECREATION FAC	530.22
	POSTAL SERVICE		FINANCE-GENL	1,432.48
	POSTAL SERVICE		UTILITY BILLING	1,443.84
104770	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	19.48
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	19.48
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	19.48
	PUD	ACCT #2054-8182-3	MAINTENANCE	19.48
	PUD	ACCT #2200-2050-7	STREET LIGHTING	37.94
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	40.32
	PUD	ACCT #2048-2969-1	STREET LIGHTING	49.47
	PUD	ACCT #2006-6043-9	STREET LIGHTING	72.51
	PUD	ACCT #2039-9634-3	STREET LIGHTING	73.43
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	74.63
	PUD	ACCT #2008-1280-8	PUMPING PLANT	210.11
	PUD	ACCT #2200-2051-1	STREET LIGHTING	324.74
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	672.93
	PUD	ACCT #2010-9896-9	PUMPING PLANT	866.15
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	1,070.99
104771	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG.	53.87
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	80.81
	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	106.99
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	166.84
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	425.14
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	447.82
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	850.68
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	1,220.88
104772	PUGET SOUND SECURITY	ENTRY DOOR KEYS	WATER RESERVOIRS	11.42
	PUGET SOUND SECURITY	KEY BY CODE AND KEYS MADE	UTIL ADMIN	15.78
104773	RICOH USA, INC.	PRINTER/COPIER CHARGES	MUNICIPAL COURTS	4.77
	RICOH USA, INC.		GENERAL SERVICES - OVERH	11.63
	RICOH USA, INC.		COMMUNITY CENTER	12.99
	RICOH USA, INC.		PROPERTY TASK FORCE	16.83

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2015 TO 12/16/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104773	RICOH USA, INC.	PRINTER/COPIER CHARGES	OFFICE OPERATIONS	18.70
	RICOH USA, INC.		UTILITY BILLING	23.43
	RICOH USA, INC.		CITY CLERK	47.59
	RICOH USA, INC.		FINANCE-GENL	47.60
	RICOH USA, INC.		WASTE WATER TREATMENT F	65.76
	RICOH USA, INC.		PARK & RECREATION FAC	91.94
	RICOH USA, INC.		PROBATION	103.88
	RICOH USA, INC.		POLICE INVESTIGATION	117.43
	RICOH USA, INC.		PERSONNEL ADMINISTRATIOI	133.12
	RICOH USA, INC.		DETENTION & CORRECTION	162.16
	RICOH USA, INC.		ENGR-GENL	167.71
	RICOH USA, INC.		LEGAL - PROSECUTION	169.53
	RICOH USA, INC.		EXECUTIVE ADMIN	176.74
	RICOH USA, INC.		POLICE PATROL	228.13
	RICOH USA, INC.		UTIL ADMIN	269.55
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	360.89
104774	RICOH USA, INC.		COMMUNITY CENTER	27.73
	RICOH USA, INC.		MUNICIPAL COURTS	39.51
	RICOH USA, INC.		PROPERTY TASK FORCE	74.84
	RICOH USA, INC.		OFFICE OPERATIONS	80.97
	RICOH USA, INC.		GENERAL SERVICES - OVERH	87.69
	RICOH USA, INC.		LEGAL - PROSECUTION	131.22
	RICOH USA, INC.		ENGR-GENL	143.75
	RICOH USA, INC.		POLICE INVESTIGATION	144.18
	RICOH USA, INC.		UTILITY BILLING	178.81
	RICOH USA, INC.		EXECUTIVE ADMIN	186.24
	RICOH USA, INC.		WASTE WATER TREATMENT F	195.64
	RICOH USA, INC.		PERSONNEL ADMINISTRATIOI	206.95
	RICOH USA, INC.		PROBATION	212.17
	RICOH USA, INC.		CITY CLERK	213.30
	RICOH USA, INC.		FINANCE-GENL	213.31
	RICOH USA, INC.		POLICE PATROL	260.43
	RICOH USA, INC.		DETENTION & CORRECTION	260.96
	RICOH USA, INC.		PARK & RECREATION FAC	308.59
	RICOH USA, INC.		UTIL ADMIN	377.22
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	583.19
104775	RMI GROUP LLC	UB 980601900002 6019 50TH ST N	WATER/SEWER OPERATION	67.08
104776	RODRIGUEZ, ANA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
104777	RRJ COMPANY LLC	PAY ESTIMATE #6	GMA-STREET	-10,356.85
	RRJ COMPANY LLC		GMA - STREET	207,137.00
104778	RV & MARINE SUPPLY	AQUA CHEM	ER&R	191.06
104779	RYAN HERCO PRODUCTS	VALVE	WATER FILTRATION PLANT	287.59
104780	S & N HOP IN AUTO	REFUND BUSNIESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
104781	SAGE, KAITLIN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104782	SCHULTZ, CLIFFORD	UB 761305000000 7526 76TH PL N	WATER/SEWER OPERATION	25.58
104783	SHRED-IT US	MONTHLY SHREDDING SERVICE	ENGR-GENL	9.76
	SHRED-IT US		UTIL ADMIN	9.76
	SHRED-IT US		MAINT OF GENL PLANT	19.52
	SHRED-IT US		COMMUNITY DEVELOPMENT-	19.52
104784	SIX ROBBLEES INC	SIGNAL STAT TAPE	EQUIPMENT RENTAL	79.33
	SIX ROBBLEES INC		EQUIPMENT RENTAL	79.34
104785	SKAGIT PLUMBING	DISPOSAL INSTALLATION	PUBLIC SAFETY BLDG.	363.67

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/10/2015 TO 12/16/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104786	SNO CO PUBLIC WORKS	PROJECT COSTS-116TH NE/SM PT	TRANSPORTATION MANAGEM	691.04
	SNO CO PUBLIC WORKS	OVERLAY PROGRAM	ARTERIAL STREET-GENL	40,500.59
104787	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	1,203.82
104788	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	78,009.35
104789	SOLID WASTE SYSTEMS	ARM CYLINDER PINS AND BEARINGS	EQUIPMENT RENTAL	580.85
104790	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	260.51
104791	SOUND SAFETY	GLOVES	ER&R	31.33
	SOUND SAFETY	RUBBER BOOTS-BROWN	UTIL ADMIN	116.84
	SOUND SAFETY	RUBBER BOOTS-CAREY	UTIL ADMIN	116.84
	SOUND SAFETY	BOOTS-LANCE	SOLID WASTE OPERATIONS	169.31
	SOUND SAFETY	SWEATSHIRTS	ER&R	601.07
104792	SOUND TRACTOR	AIR CLEANER DUCT VALVES	EQUIPMENT RENTAL	77.15
104793	SOUTHERN COMPUTER	CASE	COMPUTER SERVICES	32.29
	SOUTHERN COMPUTER	POE INJECTORS	SEWER LIFT STATION	209.22
104794	SPRINGBROOK NURSERY	BRUSH GRINDING	STORM DRAINAGE	8,704.00
104795	STAPLES	OFFICE SUPPLIES	COMMUNITY CENTER	72.84
104796	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIOI	144.00
104797	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERF	1,069.49
	STRATEGIES 360		WASTE WATER TREATMENT F	1,069.49
	STRATEGIES 360		UTIL ADMIN	1,425.98
104798	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG.	212.23
	THYSSENKRUPP ELEVATO		ADMIN FACILITIES	212.23
104799	TOYER, ROB	REIMBURSE TRAVEL EXPENSES	CITY COUNCIL	76.00
104800	TRAFFIC SAFETY SUPPL	TRAFFIC CIRCLE SIGNS	TRANSPORTATION MANAGEM	2,375.75
104801	TROXLER ELECTRONIC	ONLINE TRAINING	ENGR-GENL	227.00
104802	TULALIP CHAMBER	NOVEMBER BBH (5)	EXECUTIVE ADMIN	46.00
	TULALIP CHAMBER		CITY COUNCIL	69.00
104803	US BANK	ADMIN FEE MARWAT05	ENTERPRISE D/S	75.00
	US BANK	ADMIN FEE MARLID7114	INTEREST & OTHER DEBT SE	425.00
	US BANK	ADMIN FEE MARLTGO07A	INTEREST & OTHER DEBT SE	425.00
	US BANK	ADMIN FEE MARLTGO07T	GOLF DEBT SERVICE	425.00
	US BANK	ADMIN FEE MARWAT14	ENTERPRISE D/S	425.00
104804	USA BLUEBOOK	PUMPS, HOSES AND TABS	WATER DIST MAINS	1,245.25
104805	VELASCO, WILLIAM	UB 110413000000 9324 44TH DR N	WATER/SEWER OPERATION	19.07
104806	VOLUNTEERS OF AMERIC	TRAINING-LAYCOCK & LATIMER	ENGR-GENL	350.00
	VOLUNTEERS OF AMERIC		UTIL ADMIN	350.00
104807	VONG, LOUIS HONG & C	UB 849000272501 6513 81ST ST N	WATER/SEWER OPERATION	46.22
	VONG, LOUIS HONG & C		GARBAGE	49.22
104808	WA STATE BAR ASSOCIA	2016 LICENSE RENEWAL-MILLET	LEGAL - PROSECUTION	408.60
104809	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	130.50
	WA STATE TREASURER		GENERAL FUND	46,889.15
104810	WABO	WABO DUES-DORCAS	COMMUNITY DEVELOPMENT-	185.00
	WABO	BUILDING CODE BOOKS	COMMUNITY DEVELOPMENT-	3,405.40
	WABO	CD-ROM/5 USER NETWORK LICENSE	COMMUNITY DEVELOPMENT-	3,658.94
104811	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
104812	WEBCHECK	WEBCHECK SERVICES-NOV 2015	UTILITY BILLING	1,135.87
104813	WESSPUR MACHINE	CHIPPER BLADES AND HARDWARE	EQUIPMENT RENTAL	498.85
104814	WEST PAYMENT CENTER	WA PRACTICE V5D COURTROOM EV B	LEGAL - PROSECUTION	291.58
104815	WESTERN PETERBILT	CONTROL SWITCHES	EQUIPMENT RENTAL	386.92
104816	WESTERN SYSTEMS	SENSOR FLASH MOUNT	TRANSPORTATION MANAGEM	454.06
104817	WILD ROSE WEDDINGS	ROUND TABLES-OPERA HOUSE	OPERA HOUSE	2,040.01
104818	WOLF, AMANDA	UB 091461246000 14612 46TH AVE	WATER/SEWER OPERATION	25.58

DATE: 12/16/2015  
TIME: 9:15:02AM

**CITY OF MARYSVILLE  
INVOICE LIST**

PAGE: 10  
24

**FOR INVOICES FROM 12/10/2015 TO 12/16/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104819	WOODS, KYLE	REIMBURSE STORAGE BIN PURCHASE	ENGR-GENL	29.34
104820	YAKIMA COUNTY DOC	INMATE HOUSING-NOV 2015	DETENTION & CORRECTION	8,600.91

WARRANT TOTAL: 1,046,848.11

CHECK # 104229      INITIATOR ERROR      (58.53)

1,046,789.58

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



# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 11, 2016**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **December 23, 2015** claims in the amount of **\$497,652.16** paid by **EFT transactions** and **Check No. 104821 through 105014 with Check No. 103104 & 103230** voided.

**COUNCIL ACTION:**

**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 **\$497,652.16 PAID EFT TRANSACTIONS AND BY CHECK NO.'S 104821 THROUGH 105014 WITH CHECK NO. 103104 & 103230 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 **11<sup>th</sup> DAY OF JANUARY 2016.**

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

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

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

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

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

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

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/17/2015 TO 12/23/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104821	ABOU-ZAKI, KAMAL	INTERPRETER SERVICES	COURTS	150.00
104822	AG SPRAY EQUIPMENT	DE-ICER BOOM PARTS	SNOW & ICE CONTROL	266.30
104823	AGRICULTURE, DEPT OF	2016 PESTICIDE LICENSE RENEWAL	UTIL ADMIN	33.00
	AGRICULTURE, DEPT OF		UTIL ADMIN	33.00
	AGRICULTURE, DEPT OF		UTIL ADMIN	33.00
	AGRICULTURE, DEPT OF		UTIL ADMIN	33.00
	AGRICULTURE, DEPT OF		TRAINING	33.00
	AGRICULTURE, DEPT OF		UTIL ADMIN	33.00
	AGRICULTURE, DEPT OF		TRAINING	33.00
	AGRICULTURE, DEPT OF		TRAINING	33.00
	AGRICULTURE, DEPT OF		TRAINING	33.00
	AGRICULTURE, DEPT OF		TRAINING	33.00
	AGRICULTURE, DEPT OF		TRAINING	33.00
	AGRICULTURE, DEPT OF		UTIL ADMIN	33.00
104824	ALBERTSONS	TOUR OF LIGHTS SUPPLIES	PRO-SHOP	25.00
104825	ALBERTSONS	MEETING SUPPLIES	SNOW & ICE CONTROL	17.97
	ALBERTSONS		UTIL ADMIN	61.38
104826	ALL BATTERY SALES &	BATTERIES	EQUIPMENT RENTAL	212.44
104827	ALL CLIMATE HEATING	REFUND MECH PERMIT FEES	NON-BUS LICENSES AND PEF	445.00
104828	ALLWEST UNDERGROUND	CONFINED SPACE SAFETY TRAINING	WATER/SEWER OPERATION	-0.18
	ALLWEST UNDERGROUND		UTIL ADMIN	61.32
	ALLWEST UNDERGROUND		UTIL ADMIN	61.32
	ALLWEST UNDERGROUND		UTIL ADMIN	122.64
	ALLWEST UNDERGROUND		UTIL ADMIN	122.64
104829	ANDREWS, LINDA S	UB 830316000001 6906 71ST AVE	WATER/SEWER OPERATION	4.64
104830	APS, INC.	POSTAGE INK	CITY CLERK	42.25
	APS, INC.		EXECUTIVE ADMIN	42.25
	APS, INC.		FINANCE-GENL	42.25
	APS, INC.		PERSONNEL ADMINISTRATIOI	42.25
	APS, INC.		UTILITY BILLING	42.25
	APS, INC.		LEGAL - PROSECUTION	42.25
104831	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	4.15
	ARAMARK UNIFORM		EQUIPMENT RENTAL	53.45
104832	ARLINGTON HARDWARE	JEANS-OSBORN	GENERAL SERVICES - OVERH	38.07
104833	AWWA	WWUC DUES-BYDE	UTIL ADMIN	1,500.00
104834	BALLEW, JAMES B	REIMBURSE GIFT CARD PURCHASE	PERSONNEL ADMINISTRATIOI	325.00
104835	BANK OF AMERICA	REGISTRATION/SUPPLY REIMBURSEM	POLICE ADMINISTRATION	30.00
	BANK OF AMERICA		OFFICE OPERATIONS	66.89
104836	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	472.42
104837	BANK OF AMERICA	SUPPLY/TRAVEL REIMBURSEMENT	GENERAL FUND	-29.04
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	291.20
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	359.02
104838	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-31.16
	BANK OF AMERICA		DETENTION & CORRECTION	10.50
	BANK OF AMERICA		POLICE ADMINISTRATION	150.00
	BANK OF AMERICA		POLICE ADMINISTRATION	276.69
	BANK OF AMERICA		POLICE PATROL	385.16
104839	BANK OF AMERICA		GOLF COURSE	-21.12
	BANK OF AMERICA		GENERAL FUND	-15.90
	BANK OF AMERICA		COMMUNITY EVENTS	236.55
	BANK OF AMERICA		PRO-SHOP	713.24

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/17/2015 TO 12/23/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104840	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	1,626.60
104841	BANK OF AMERICA	REGISTRATION/TRAVEL REIMBURSEM	EXECUTIVE ADMIN	180.00
	BANK OF AMERICA		CITY COUNCIL	750.00
	BANK OF AMERICA		CITY COUNCIL	1,051.88
104842	BAUDVILLE	BADGE ID SOFTWARE	GENERAL FUND	-199.67
	BAUDVILLE		PERSONNEL ADMINISTRATIOI	2,468.63
104843	BOYD, RAE	INMATE MEDICAL CARE-NOV 2015	DETENTION & CORRECTION	1,700.00
104844	BRENNER, MICHAEL	UB 141399000000 4119 122ND ST	WATER/SEWER OPERATION	15.71
104845	BRYANT, NATALIA	UB 650480000001 9618 59TH DR N	WATER/SEWER OPERATION	304.79
104846	BUCHANAN AUTOMATION	CUSTOM BUILT MAC VALVE	EQUIPMENT RENTAL	54.56
104847	BURGESS,MARYKE	REIMBURSE LUNCHEON SUPPLIES	PERSONNEL ADMINISTRATIOI	161.02
104848	CALLAHAN, KALEB	REIMBURSE MEAL-TRAINING	TRAINING	15.00
104849	CAMPBELL, DONALD T	UB 840039500001 6916 76TH DR N	WATER/SEWER OPERATION	43.30
104850	CAPPUCCINO, WILLIAM	UB 848417410000 8417 41ST DR N	WATER/SEWER OPERATION	149.58
104851	CAPTAIN DIZZYS EXXON	CAR WASHES	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	58.50
104852	CARRS ACE	CLAMPS	ROADSIDE VEGETATION	7.46
	CARRS ACE	SPRAY PAINT AND WEATHER STRIP	EQUIPMENT RENTAL	16.30
	CARRS ACE	PADLOCKS	ER&R	463.16
104853	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	1,540.94
104854	CASCADIA CONSULTING	STATEWIDE LID TRAINING (2)	UTIL ADMIN	83.98
104855	CENTRAL WELDING SUPP	CENTRA SHIELD	ROADWAY MAINTENANCE	13.87
	CENTRAL WELDING SUPP	SWEATSHIRTS	ER&R	470.02
104856	CHAMPION BOLT	HARDWARE	EQUIPMENT RENTAL	2.07
104857	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	255.45
104858	COOP SUPPLY	BOOTS-MCLEOD	COMMUNITY DEVELOPMENT-	22.83
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	59.83
	COOP SUPPLY	HAY	PARK & RECREATION FAC	78.27
	COOP SUPPLY	HARDWARE	ROADSIDE VEGETATION	707.35
104859	CORNWELL TOOLS	CREEPERS AND CLAMPS	EQUIPMENT RENTAL	329.12
	CORNWELL TOOLS	SERVICE TRUCK TOOL KIT	EQUIPMENT RENTAL	15,916.05
104860	CORRECT EQUIPMENT	METERING PUMPS, DRIVES AND INS	WASTE WATER TREATMENT F	29,195.39
104861	CORRECTIONS, DEPT OF	WORK CREW-OCT 2015	WATER RESERVOIRS	80.81
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	128.19
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	212.12
104862	COSTILLA, TRISHA	REFUND CLASS FEES	PARKS-RECREATION	4.00
104863	COUGAR TREE SERVICE	TREE REMOVAL AND STUMP GRIND	ROADSIDE VEGETATION	435.20
104864	CRIMINAL INVESTIGATI	REPLENISH CRIMINAL INVESTIGATI	POLICE INVESTIGATION	2,000.00
104865	DAY WIRELESS SYSTEMS	EXPERT TESTIMONY	LEGAL-GENL	54.40
104866	DELL	MONITOR	COMMUNITY DEVELOPMENT-	187.13
104867	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	SOURCE OF SUPPLY	111.50
	DIAMOND B CONSTRUCT		PARK & RECREATION FAC	233.50
	DIAMOND B CONSTRUCT		NON-DEPARTMENTAL	261.84
	DIAMOND B CONSTRUCT		MAINT OF GENL PLANT	284.01
	DIAMOND B CONSTRUCT	WWTP HEATER REPAIR	WATER FILTRATION PLANT	316.61
	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	COMMUNITY CENTER	345.00
	DIAMOND B CONSTRUCT		WATER FILTRATION PLANT	705.58
	DIAMOND B CONSTRUCT		MAINTENANCE	772.00
	DIAMOND B CONSTRUCT	MOTOR/BLADE REPLACEMENT	COURT FACILITIES	784.72
	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	COURT FACILITIES	923.50

CITY OF MARYSVILLE  
 INVOICE LIST

FOR INVOICES FROM 12/17/2015 TO 12/23/2015

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
104867	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	UTIL ADMIN	939.28
	DIAMOND B CONSTRUCT		ADMIN FACILITIES	997.00
	DIAMOND B CONSTRUCT		WASTE WATER TREATMENT F	1,180.85
	DIAMOND B CONSTRUCT		PUBLIC SAFETY BLDG.	1,630.92
104868	DIJULIO DISPLAYS INC	PLUGS	PARK & RECREATION FAC	25.42
	DIJULIO DISPLAYS INC	BULBS AND WIRE	UTIL ADMIN	647.36
104869	DLT SOLUTIONS	AUTODESK AUTOCAD LT RENEWAL	TRANSPORTATION MANAGEM	182.35
	DLT SOLUTIONS		UTIL ADMIN	1,386.16
	DLT SOLUTIONS		UTIL ADMIN	2,772.31
104870	DMCJA	DMCJA MEMBERSHIP-GILLINGS	MUNICIPAL COURTS	750.00
	DMCJA	DMCJA MEMBERSHIP-TOWERS	MUNICIPAL COURTS	750.00
104871	DOPPS, MARIA C.	INTERPRETER SERVICES	COURTS	104.57
104872	DORCAS, JOHN	REIMBURSE CONFERENCE EXPENSE	COMMUNITY DEVELOPMENT-	33.42
104873	DOUP, SADA JAMES	INSTRUCTOR SERVICES	RECREATION SERVICES	180.00
104874	DRUG BUY FUND	REPLENISH DRUG BUY FUND	POLICE PATROL	5,000.00
104875	DUNLAP INDUSTRIAL	GALV PIPE UNION	WATER SUPPLY MAINS	612.37
104876	E&E LUMBER	RETURN WOOD AND BITS	TRANSPORTATION MANAGEM	-38.03
	E&E LUMBER	TAP	ROADSIDE VEGETATION	3.64
	E&E LUMBER	THREADLOCK	PARK & RECREATION FAC	3.64
	E&E LUMBER	PIPE AND CEMENT	PUBLIC SAFETY BLDG.	5.95
	E&E LUMBER	PLYWOOD	PARK & RECREATION FAC	11.84
	E&E LUMBER	CLAMPS	ROADSIDE VEGETATION	16.62
	E&E LUMBER	SPRAY PAINT	PARK & RECREATION FAC	21.90
	E&E LUMBER	SOCKETS, ADAPTERS, CLAMPS AND	PARK & RECREATION FAC	30.38
	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	30.79
	E&E LUMBER	CONCRETE AND PLIERS	PARK & RECREATION FAC	37.99
	E&E LUMBER	WOOD AND BITS	TRANSPORTATION MANAGEM	38.03
	E&E LUMBER	BRACES, BUNGEE CORDS AND HARDW	ROADSIDE VEGETATION	53.75
	E&E LUMBER	LUMBER	STORM DRAINAGE	74.73
	E&E LUMBER		PUBLIC SAFETY BLDG.	104.34
	E&E LUMBER	TARP	PARK & RECREATION FAC	231.85
104877	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	29.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	58.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	58.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	94.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	406.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	968.00
104878	ELLIS, JOHN	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/17/2015 TO 12/23/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104879	ENFORT INVESTMENTS L	UB 986818000000 6818 35TH ST N	WATER/SEWER OPERATION	148.57
104880	ENVIRONMENTAL CONTRO	JANITORIAL CREDIT-DEC 2015	PARK & RECREATION FAC	-3,305.62
	ENVIRONMENTAL CONTRO	JANITORIAL SERVICE-DEC 2015	PARK & RECREATION FAC	5,219.33
104881	ERICKSON, MATTHEW	REIMBURSE CDL FEES	EQUIPMENT RENTAL	178.00
104882	EVERETT HYDRAULICS	BACKHOE REPAIR	EQUIPMENT RENTAL	1,637.31
104883	EVERETT OFFICE	CHAIR	LEGAL-GENL	776.83
	EVERETT OFFICE	DESK, ACCESSORIES AND DELIVERY	STORM DRAINAGE	962.88
	EVERETT OFFICE		LEGAL - PROSECUTION	1,155.46
	EVERETT OFFICE		ENGR-GENL	1,494.91
	EVERETT OFFICE	LED LIGHTS	UTILITY BILLING	1,674.73
104884	EVERETT, CITY OF	ANIMAL SHELTER FEES-NOV 2015	ANIMAL CONTROL	3,905.00
104885	EVERETTS RV CLUB	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104886	FERRELLGAS	PROPANE CHARGES	WATER SERVICE INSTALL	56.51
	FERRELLGAS		TRAFFIC CONTROL DEVICES	56.51
	FERRELLGAS		SOLID WASTE OPERATIONS	56.52
	FERRELLGAS		ROADWAY MAINTENANCE	56.52
104887	FIRESTONE	TIRES	EQUIPMENT RENTAL	531.15
104888	FORREST & KATHY WEND	UB 090569000000 9015 49TH DR N	WATER/SEWER OPERATION	355.87
104889	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	7.77
	FRONTIER COMMUNICATI		ANIMAL CONTROL	7.77
	FRONTIER COMMUNICATI		COMMUNITY CENTER	7.77
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	7.77
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	7.77
	FRONTIER COMMUNICATI		CITY CLERK	15.53
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	15.53
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	15.53
	FRONTIER COMMUNICATI		LEGAL-GENL	23.30
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	23.30
	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	29.49
	FRONTIER COMMUNICATI		RECREATION SERVICES	29.49
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	30.32
	FRONTIER COMMUNICATI	PHONE CHARGES	LEGAL - PROSECUTION	38.83
	FRONTIER COMMUNICATI		YOUTH SERVICES	38.83
	FRONTIER COMMUNICATI		RECREATION SERVICES	38.83
	FRONTIER COMMUNICATI		STORM DRAINAGE	38.83
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	46.39
	FRONTIER COMMUNICATI	PHONE CHARGES	EXECUTIVE ADMIN	46.59
	FRONTIER COMMUNICATI		FINANCE-GENL	46.59
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	46.59
	FRONTIER COMMUNICATI	ACCT #36065836350725085	COMMUNITY DEVELOPMENT-	47.23
	FRONTIER COMMUNICATI		UTIL ADMIN	47.24
	FRONTIER COMMUNICATI	PHONE CHARGES	COMPUTER SERVICES	54.35
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	54.36
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	54.36
	FRONTIER COMMUNICATI		UTILITY BILLING	62.13
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	62.13
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	66.10
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	66.27
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	69.89
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	69.89

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/17/2015 TO 12/23/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104889	FRONTIER COMMUNICATI	PHONE CHARGES	ENGR-GENL	85.42
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	85.42
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	93.19
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	100.95
	FRONTIER COMMUNICATI		UTIL ADMIN	163.08
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	170.84
	FRONTIER COMMUNICATI		POLICE PATROL	326.16
104890	FULLERTON & ASSOCIAT	1ST STREET IMPROVEMENT PROJECT	GMA - STREET	4,980.00
104891	GALLS, LLC	NIK KITS	POLICE PATROL	586.93
104892	GENDRON, JOHN & TRAC	UB 030380000001 8428 59TH AVE	WATER/SEWER OPERATION	180.05
104893	GENERAL EQUIPMENT	65 AND 96 GAL CARTS	SOLID WASTE OPERATIONS	22,461.76
104894	GRANITE & PRECASTING	RADIUS BLOCKS	TRANSPORTATION MANAGEM	888.90
	GRANITE & PRECASTING		TRANSPORTATION MANAGEM	3,657.86
104895	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	84.50
104896	GRAYBAR ELECTRIC CO	MANAGED SWITCH PROTECTION	WATER RESERVOIRS	520.21
	GRAYBAR ELECTRIC CO	ZIP TIES	PARK & RECREATION FAC	590.30
104897	GREEN RIVER CC	BAT RENEWAL-GEIST	UTIL ADMIN	42.00
104898	GREENHAUS PORTABLE	PORTABLE RENTAL	PARK & RECREATION FAC	121.00
104899	GUENZLER, JOSH	REIMBURSE MEAL-TRAINING	WATER DIST MAINS	9.01
104900	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	522.01
104901	GUSTAFSON & ASSOC	REAL ESTATE APPRAISAL	STORM DRAINAGE	2,800.00
104902	HAYES, JIM	REIMBURSE MEAL-TRAINING	TRAINING	15.00
104903	HD FOWLER COMPANY	VALVE BOXES	PARK & RECREATION FAC	25.46
	HD FOWLER COMPANY	METER STOP	WATER/SEWER OPERATION	284.94
	HD FOWLER COMPANY	PAINT MARKER STICK AND METER W	ER&R	318.18
	HD FOWLER COMPANY	ADAPTERS AND COUPLINGS	WATER/SEWER OPERATION	514.10
	HD FOWLER COMPANY	FLOW CONTROL VALVE	WATER RESERVOIRS	7,229.54
104904	HD SUPPLY WATERWORKS	POLYMER AND LID	WATER SERVICES	137.19
104905	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	4,612.81
104906	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-AVEY	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-BRYAN	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-BUELL	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-BYDE	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-DAGGE	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-DZAWA	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-GEIST	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-GESSN	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-GETTL	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-GUENZ	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-KING	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-LATIM	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-MILLE	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-OLSON	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-STROP	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT RENEWAL-WINEL	UTIL ADMIN	42.00
104907	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	86.40
	HENNIG, JEANINE TULL		RECREATION SERVICES	103.20
	HENNIG, JEANINE TULL		RECREATION SERVICES	123.12
	HENNIG, JEANINE TULL		RECREATION SERVICES	199.95
104908	HERTZ EQUIPMENT RENT	BOOM RENTAL	SEWER MAIN COLLECTION	1,123.94



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/17/2015 TO 12/23/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104908	HERTZ EQUIPMENT RENT	BOOM RENTAL	WATER DIST MAINS	1,123.95
104909	HOME DEPOT	FILTERS AND TOTE	PARK & RECREATION FAC	52.16
	HOME DEPOT	PARADE DECORATIONS	ROADSIDE VEGETATION	75.88
	HOME DEPOT	TOUR OF LIGHTS SUPPLIES	PRO-SHOP	457.55
104910	HUMAN SERVICES	LIQUOR BOARD PROFITS/EXCISE TA	NON-DEPARTMENTAL	4,174.14
104911	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	187.50
104912	JUDD & BLACK	REFRIGERATOR	WASTE WATER TREATMENT F	695.24
104913	KIM, JAMIE S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	37.50
	KIM, JAMIE S.		LEGAL - PUBLIC DEFENSE	247.50
104914	KLEMENTSEN, TORY	INSTRUCTOR SERVICES	RECREATION SERVICES	70.00
	KLEMENTSEN, TORY		RECREATION SERVICES	157.50
104915	KMD ARCHITECTS	PROFESSIONAL SERVICES	PUBLIC SAFETY BLDG.	16,000.00
104916	KOMPAN	PLAYGROUND REPAIR	PARK & RECREATION FAC	101.63
104917	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	415.80
	KUNG FU 4 KIDS		RECREATION SERVICES	623.70
104918	LAB/COR, INC.	LAB ANALYSIS	WATER QUAL TREATMENT	810.00
104919	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	636.00
104920	LASTING IMPRESSIONS	SHIRTS	COMMUNITY DEVELOPMENT-	162.68
104921	LAW ENFORCEMENT TARG	GLASSES	GENERAL FUND	-4.21
	LAW ENFORCEMENT TARG		POLICE TRAINING-FIREARMS	52.09
104922	LEONARD, REMY	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
	LEONARD, REMY		MUNICIPAL COURTS	185.00
	LEONARD, REMY		MUNICIPAL COURTS	185.00
	LEONARD, REMY		MUNICIPAL COURTS	370.00
104923	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	106.62
	LES SCHWAB TIRE CTR	TIRES	EQUIPMENT RENTAL	533.05
	LES SCHWAB TIRE CTR		ER&R	708.58
104924	LICENSING, DEPT OF	BRIDGES, C (LT RENEWAL)	GENERAL FUND	21.00
104925	LOMINICK JR, ROBERT	UB 680271000000 4829 101ST PL	WATER/SEWER OPERATION	81.72
104926	LOWES HIW INC	KOBALT PRO	WASTE WATER TREATMENT F	72.34
104927	LUDVIK, ELIZABETH	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104928	LUSK, GEORGE	INSTRUCTOR SERVICES	RECREATION SERVICES	39.60
104929	LUTSCHG, BRAIN	REIMBURSE TRAINING EXPENSES	POLICE TRAINING-FIREARMS	172.78
104930	MANNON, ROSEANNE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104931	MARYSVILLE AWARDS	PARADE AWARDS	COMMUNITY EVENTS	27.73
104932	MARYSVILLE PRINTING	BUSINESS CARDS	YOUTH SERVICES	148.89
	MARYSVILLE PRINTING	NOTICE OF CASE SETTING FORMS A	MUNICIPAL COURTS	2,156.96
104933	MARYSVILLE SCHOOL	FACILITY USAGE-TMS	RECREATION SERVICES	72.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	168.00
104934	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE ST	PUBLIC SAFETY BLDG.	2,354.27
104935	MASSINGAL, HOLLY M	UB 984911000000 4911 60TH AVE	GARBAGE	168.08
104936	MAUL FOSTER & ALONGI	PROFESSIONAL SERVICES	STORM DRAINAGE	3,727.18
104937	MAXON FURNITURE	SHELVING, PANELS, SURFACES AND	UTILITY BILLING	1,316.80
104938	MAYER/REED INC.	PROFESSIONAL SERVICES	GMA-PARKS	40,800.00
104939	MCCRITE, WENDY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104940	MCKINNEY, WALTER	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	998.64
104941	MCLOUGHLIN & EARDLEY	EMITTER POWER SUPPLY	ER&R	-127.06
	MCLOUGHLIN & EARDLEY	LAPTOP MOUNTS	ER&R	-48.71
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	301.10
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	301.11

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/17/2015 TO 12/23/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104941	MCLOUGHLIN & EARDLEY	EMITTER POWER SUPPLY	EQUIPMENT RENTAL	1,570.89
104942	MOORE, RENEE	REFUND CLASS FEES	PARKS-RECREATION	70.00
104943	MORAN, KENNETH J	UB 721500000000 6805 19TH DR N	WATER/SEWER OPERATION	233.90
104944	MORTON, VISOCHANEA	INTERPRETER SERVICES	COURTS	113.34
104945	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	314.70
104946	NAJERA, CHRIS	REFUND CLASS FEES	PARKS-RECREATION	70.00
104947	NGUYEN, DUONG D.	INTERPRETER SERVICES	COURTS	150.00
104948	NORTH CASCADE SLED	CHRISTMAS CARTS-TOUR OF LIGHTS	GOLF COURSE	-243.58
	NORTH CASCADE SLED		PRO-SHOP	3,011.49
104949	NORTH COUNTY OUTLOOK	ADVERTISING	COMMUNITY CENTER	49.00
	NORTH COUNTY OUTLOOK		COMMUNITY CENTER	98.00
	NORTH COUNTY OUTLOOK		PRO-SHOP	275.00
104950	NORTH SOUND EMERG	INMATE MEDICAL CARE	DETENTION & CORRECTION	865.00
104951	NORTHER LIGHTS	SOUND SYSTEM AND LIGHTING-OPER	OPERA HOUSE	10,949.85
104952	NW A&R LLC	UB 221440000000 4418 123RD PL	WATER/SEWER OPERATION	40.87
104953	NYITRAY, SANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	27.00
	NYITRAY, SANDRA		COMMUNITY CENTER	27.00
	NYITRAY, SANDRA		COMMUNITY CENTER	36.00
104954	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	6.84
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	10.12
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	10.65
	OFFICE DEPOT		YOUTH SERVICES	11.32
	OFFICE DEPOT		ENGR-GENL	14.51
	OFFICE DEPOT		STORM DRAINAGE	17.61
	OFFICE DEPOT		YOUTH SERVICES	17.79
	OFFICE DEPOT		ENGR-GENL	18.76
	OFFICE DEPOT		WATER QUAL TREATMENT	24.78
	OFFICE DEPOT		EXECUTIVE ADMIN	27.61
	OFFICE DEPOT		OFFICE OPERATIONS	29.65
	OFFICE DEPOT		UTILITY BILLING	32.63
	OFFICE DEPOT		OFFICE OPERATIONS	41.10
	OFFICE DEPOT		STORM DRAINAGE	44.52
	OFFICE DEPOT		YOUTH SERVICES	48.41
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	52.25
	OFFICE DEPOT		OFFICE OPERATIONS	60.86
	OFFICE DEPOT		YOUTH SERVICES	61.66
	OFFICE DEPOT		OFFICE OPERATIONS	61.66
	OFFICE DEPOT		YOUTH SERVICES	67.43
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	78.16
	OFFICE DEPOT		CITY CLERK	88.50
	OFFICE DEPOT		FINANCE-GENL	175.31
	OFFICE DEPOT		OFFICE OPERATIONS	189.84
	OFFICE DEPOT		OFFICE OPERATIONS	239.04
	OFFICE DEPOT		EXECUTIVE ADMIN	240.87
	OFFICE DEPOT	CUPS	DETENTION & CORRECTION	248.03
	OFFICE DEPOT	OFFICE SUPPLIES	LEGAL - PROSECUTION	339.36
104955	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	126.00
	OLASON, MONICA		RECREATION SERVICES	150.00
	OLASON, MONICA		RECREATION SERVICES	216.00
104956	PACIFIC POWER BATTER	BEACON BATTERIES	TRANSPORTATION MANAGEM	165.71

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/17/2015 TO 12/23/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104956	PACIFIC POWER BATTER	BATTERIES	ER&R	196.36
104957	PACLAB	LAB SERVICES	POLICE PATROL	31.00
104958	PARTS STORE, THE	AIR FILTER CREDIT	ER&R	-4.63
	PARTS STORE, THE	JB WELD	EQUIPMENT RENTAL	6.67
	PARTS STORE, THE	GAS CAP	EQUIPMENT RENTAL	15.75
	PARTS STORE, THE	MOUNT	SMALL ENGINE SHOP	25.23
	PARTS STORE, THE	FILLER NECK HOSE	EQUIPMENT RENTAL	49.97
	PARTS STORE, THE	CABLES AND CONNECTORS	SMALL ENGINE SHOP	70.40
	PARTS STORE, THE	FILTERS, BRAKE FLUID, MIRROR A	ER&R	650.49
104959	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	127.10
104960	PEACOCK, WILLIAM	WWCPA CERT-BROWN	UTIL ADMIN	15.00
	PEACOCK, WILLIAM	WWCPA CERT-CALLAHAN	UTIL ADMIN	15.00
	PEACOCK, WILLIAM	WWCPA CERT-CARY	UTIL ADMIN	15.00
	PEACOCK, WILLIAM	WWCPA CERT-SCHOOLCRAFT	UTIL ADMIN	15.00
	PEACOCK, WILLIAM	WWCPA CERT-STROPE	UTIL ADMIN	15.00
	PEACOCK, WILLIAM	WWCPA CERT-WETZEL	UTIL ADMIN	15.00
104961	PETTY CASH- PW	LICENSE/REGISTRATION/PARKING	EQUIPMENT RENTAL	2.00
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
104962	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	9.29
	PGC INTERBAY LLC		PRO-SHOP	24.11
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF ADMINISTRATION	27.06
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	43.32
	PGC INTERBAY LLC		MAINTENANCE	43.32
	PGC INTERBAY LLC		PRO-SHOP	66.98
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF ADMINISTRATION	83.33
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	89.57
	PGC INTERBAY LLC		PRO-SHOP	104.23
	PGC INTERBAY LLC		MAINTENANCE	122.15
	PGC INTERBAY LLC		MAINTENANCE	130.21
	PGC INTERBAY LLC		MAINTENANCE	139.06
	PGC INTERBAY LLC		PRO-SHOP	249.53
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF ADMINISTRATION	298.42
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	322.40
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF ADMINISTRATION	501.72
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	584.19
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF COURSE	702.50
	PGC INTERBAY LLC		GOLF ADMINISTRATION	713.35
	PGC INTERBAY LLC		MAINTENANCE	760.77
	PGC INTERBAY LLC		GOLF COURSE	780.00
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	4,424.38
	PGC INTERBAY LLC		MAINTENANCE	7,589.99
104963	PIKE, TRAVIS	REIMBURSE MEAL-TRAINING	TRAINING	15.00
104964	PLATT ELECTRIC	CONNECTION REPAIR PARTS	COMPUTER SERVICES	23.33
	PLATT ELECTRIC	TEST KIT, BOX AND CONNECTOR	WATER RESERVOIRS	142.39
	PLATT ELECTRIC	ELEC TESTER, PLIERS, COVERS AN	STREET LIGHTING	435.41
104965	POSTAL SERVICE	POSTAGE	UTIL ADMIN	123.29
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-	127.17

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/17/2015 TO 12/23/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104966	PROFORCE LAW ENFORC	TASER SUPPLIES	POLICE TRAINING-FIREARMS	742.56
	PROFORCE LAW ENFORC	TASER	POLICE PATROL	1,085.17
104967	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	2,597.73
104968	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	8.87
	PUD	ACCT #2206-7983-1	GMA - STREET	18.21
	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	18.92
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	19.48
	PUD	ACCT #2020-1181-3	PUMPING PLANT	20.31
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	28.13
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	28.34
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	36.37
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	47.81
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	48.88
	PUD	ACCT #2025-2469-0	PUMPING PLANT	53.60
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	55.17
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	55.63
	PUD	ACCT #2035-0002-0	STREET LIGHTING	56.01
	PUD	ACCT#2021-7595-6	TRAFFIC CONTROL DEVICES	73.12
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	74.72
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	78.04
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG.	97.39
	PUD	ACCT #2206-8134-0	STORM DRAINAGE	102.19
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	146.72
	PUD	ACCT #2020-0351-3	PUMPING PLANT	148.49
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	152.80
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	161.01
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	188.47
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	229.49
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	240.20
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	269.24
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	283.33
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	407.42
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	466.43
	PUD	ACCT#2021-7733-3	MAINT OF GENL PLANT	927.38
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,303.51
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	1,355.14
	PUD	ACCT #2011-4725-3	PUMPING PLANT	1,670.28
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,900.39
104969	PUGET SOUND SECURITY	KEYS MADE	EQUIPMENT RENTAL	18.22
104970	PUGET SOUND SECURITY	SECURITY SERVICES-DEC 2015	PROBATION	753.38
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,260.12
104971	R&R PRODUCTS INC	PUMP CREDIT	SMALL ENGINE SHOP	-451.26
	R&R PRODUCTS INC	PUMP	SMALL ENGINE SHOP	538.55
	R&R PRODUCTS INC		SMALL ENGINE SHOP	550.15
104972	RANDHAWA, MOHINDER	INTERPRETER SERVICES	COURTS	150.00
	RANDHAWA, MOHINDER		COURTS	150.00
104973	RENDON, JOSE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104974	ROHRICH, CARL	UB 768402610000 8402 61ST PL N	WATER/SEWER OPERATION	28.42
104975	ROZZANO, MARA JEAN	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
104976	RYAN HERCO PRODUCTS	PUMP	PUMPING PLANT	1,496.61

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/17/2015 TO 12/23/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104977	SCORE	INMATE HOUSING-NOV 2015	DETENTION & CORRECTION	20,770.00
104978	SENTINEL OFFENDER SE	ELEC HOME MONITORING-NOV 2015	DETENTION & CORRECTION	456.04
	SENTINEL OFFENDER SE	ELEC HOME MONITORING-SEPT 2015	DETENTION & CORRECTION	943.46
104979	SHRED-IT US	MONTHLY SHREDDING SERVICE	POLICE INVESTIGATION	57.25
	SHRED-IT US		POLICE PATROL	57.25
	SHRED-IT US		DETENTION & CORRECTION	57.25
	SHRED-IT US		OFFICE OPERATIONS	57.32
104980	SMITH, MCKYNZI	INSTRUCTOR SERVICES	RECREATION SERVICES	72.00
	SMITH, MCKYNZI		RECREATION SERVICES	240.00
104981	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	144,155.00
104982	SONITROL	SECURITY SERVICES-DEC 2015	UTIL ADMIN	139.00
	SONITROL		COMMUNITY CENTER	149.00
	SONITROL		PUBLIC SAFETY BLDG.	168.00
	SONITROL		PARK & RECREATION FAC	276.00
	SONITROL		MAINT OF GENL PLANT	299.00
	SONITROL		ADMIN FACILITIES	348.00
	SONITROL		WASTE WATER TREATMENT F	513.79
104983	SOUND PUBLISHING	LEGAL ADS	COMMUNITY CENTER	49.25
104984	SOUND PUBLISHING		COMMUNITY CENTER	56.89
104985	SOUND PUBLISHING	EMPLOYMENT ADS	COMMUNITY DEVELOPMENT-	77.51
	SOUND PUBLISHING		UTIL ADMIN	83.48
104986	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	304.16
104987	SOUND SAFETY	JEANS/HATS-MATTHEWS	TRANSPORTATION MANAGEM	154.54
	SOUND SAFETY	RAINGEAR	ER&R	193.97
	SOUND SAFETY	BOOTS, JEANS AND VESTS-DORCAS	COMMUNITY DEVELOPMENT-	210.48
	SOUND SAFETY	BOOTS AND PASTE-HAVELLANA	SOLID WASTE OPERATIONS	270.38
	SOUND SAFETY	RAINGEAR AND GLOVES	ER&R	296.24
	SOUND SAFETY	PATH KITS AND GLOVES	ER&R	453.17
104988	SOUTHERN COMPUTER	IPHONE ACCESSORIES	COMPUTER SERVICES	14.29
	SOUTHERN COMPUTER	IPHONE ACCESSORIES AND LIFEPRO	SEWER MAIN COLLECTION	19.41
	SOUTHERN COMPUTER		COMPUTER SERVICES	19.48
	SOUTHERN COMPUTER	CASE	WATER CAPITAL PROJECTS	26.11
	SOUTHERN COMPUTER	IPHONE ACCESSORIES	COMPUTER SERVICES	28.57
	SOUTHERN COMPUTER		COMPUTER SERVICES	61.58
	SOUTHERN COMPUTER	IPAD CASE	WATER CAPITAL PROJECTS	79.42
104989	SPARKS, TYLER & AMBE	UB 428419000000 8419 42ND DR N	WATER/SEWER OPERATION	153.27
104990	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	102.25
104991	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	545.75
104992	STRAWBERRY LANES	INSTRUCTOR SERVICES	RECREATION SERVICES	171.50
104993	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	35.55
104994	TALMADGE-FITZPATRICK	LEGAL SERVICE	WASTE WATER TREATMENT F	36.00
104995	TAYLOR, OLGA	RENTAL FEE/DEPOSIT REFUND	PARKS-RENTS & ROYALTIES	10.00
	TAYLOR, OLGA		GENERAL FUND	200.00
104996	TAYLOR, ROBERT & TAM	UB 983415660000 3415 66TH AVE	WATER/SEWER OPERATION	18.98
104997	TEREX UTILITES	BUCKET TRUCK INSPECTION	EQUIPMENT RENTAL	849.73
104998	TILLMAN, DIANE	REFUND CLASS FEES	PARKS-RECREATION	10.00
	TILLMAN, DIANE		PARKS-RECREATION	25.00
104999	TRAFFIC SAFETY SUPPL	TUBES AND BASES	ROADWAY MAINTENANCE	509.85
105000	TRAILER BOSS	2015 OLYMPIC OM14-2E 1 TRAILER	EQUIPMENT RENTAL	8,461.91
105001	TRANSPORTATION, DEPT	GOOD TO GO FEES	DETENTION & CORRECTION	13.75

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/17/2015 TO 12/23/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
105002	TRIBUNE	ADVERTISING	PRO-SHOP	96.00
105003	TYLER BUSINESS FORMS	1095C ACA FORMS	GENERAL FUND	-12.07
	TYLER BUSINESS FORMS		PERSONNEL ADMINISTRATIOI	149.13
105004	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	84.95
105005	VERIZON	AMR LINES	METER READING	236.72
105006	VILLANUEVA, STAFFORD	UB 840031900001 6802 75TH DR N	WATER/SEWER OPERATION	211.75
105007	VINYL SIGNS & BANNER	CEDARCREST GC SIGNS	MAINTENANCE	158.63
	VINYL SIGNS & BANNER	TOUR OF LIGHTS SIGNS	PRO-SHOP	217.60
	VINYL SIGNS & BANNER	TUSCANY PARK SIGN	PARK & RECREATION FAC	478.72
105008	WADE, KETRYNA & JER	UB 848412710000 8412 71ST ST N	WATER/SEWER OPERATION	306.21
105009	WAGeworks	FLEX PLAN FEES-NOV 2015	PERSONNEL ADMINISTRATIOI	57.00
105010	WASTE MANAGEMENT REN	ROUTE OPTIMIZATION	SOLID WASTE OPERATIONS	4,500.00
105011	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	234.03
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	742.80
105012	WESTERN PETERBILT	ACC BELT	EQUIPMENT RENTAL	41.85
	WESTERN PETERBILT	IDLER PULLEY ASSEMBLY	EQUIPMENT RENTAL	119.92
105013	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.62
105014	WITHOUT BORDERS	INSTRUCTOR SERVICES	RECREATION SERVICES	980.00
	WITHOUT BORDERS		RECREATION SERVICES	1,060.00

**WARRANT TOTAL: 497,687.16**

CHECK # 103104      CHECK LOST IN MAIL      (25.00)  
 CHECK # 103230      CHECK LOST IN MAIL      (10.00)

**497,652.16**

# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 11, 2016**

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

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the December 18, 2015 payroll in the amount \$1,206,840.34, EFT Transactions and Check No.'s 29582 through 29613 with Check No. 29485 voided and reissued with Check No. 29581.

**COUNCIL ACTION:**

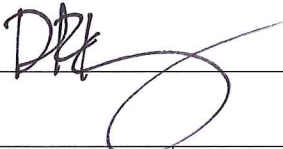


# *Index #10*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 11, 2016**

AGENDA ITEM: Harvest Heights subdivision (ZA06-128064SD), located at 4918 83 <sup>rd</sup> Avenue NE.	AGENDA SECTION: New business	
PREPARED BY: Angela Gemmer, Associate Planner	APPROVED BY: 	
ATTACHMENTS: 1. Sno. Co. Hearing Examiner's Decision dated 6/5/07 2. Vicinity map 3. Legal description 4. Final plat checklist 5. Final plat map	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

The Snohomish County Hearing Examiner granted preliminary subdivision approval for a 20-lot subdivision known as "Harvest Heights" on June 5, 2007. This plat was annexed into the City on December 1, 2006, and is located on the west side of 83<sup>rd</sup> Avenue NE between 49<sup>th</sup> Street NE and 50<sup>th</sup> Street NE at a site address of 4918 83<sup>rd</sup> Avenue NE.

The subject plat includes two half streets (49<sup>th</sup> Street NE and 50<sup>th</sup> Street NE) which connect to the adjacent plats to the west and were constructed over the Public Utility District (PUD) utility corridor. As a condition of final plat approval, the land upon which the two half streets were constructed was required to be conveyed from PUD to the City. On July 13, 2015, City Council authorized the City to acquire this land from PUD subject to reimbursement from the developer of the acquisition cost. This transaction was finalized in November 2015. The applicant has met all plat conditions of approval.

**RECOMMENDED ACTION:**

Staff recommends that the City Council approve and authorize the Mayor to sign the final plat of Harvest Heights.

**COUNCIL ACTION:**



**Snohomish County**

**REPORT and DECISION of the SNOHOMISH  
COUNTY HEARING EXAMINER PRO TEM**

**Hearing Examiner's Office**

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

**Ed Good**

Deputy Hearing Examiner

M/S 405

3000 Rockefeller Ave.  
Everett, WA 98201

(425) 388-3538

FAX (425) 388-3201

DATE OF DECISION: June 5, 2007

PLAT/PROJECT NAME: *HARVEST HEIGHTS*

APPLICANT/  
LANDOWNER: Harvest Heights LLC

FILE NO.: 06 128064 SD

TYPE OF REQUEST: 20 lot subdivision utilizing lot size averaging

DECISION (SUMMARY): APPROVED

**BASIC INFORMATION**

GENERAL LOCATION: The property is located on the west side of 83<sup>rd</sup> Avenue, between 49<sup>th</sup> Street NE and 50<sup>th</sup> Street NE, Marysville, Washington

ACREAGE: 4.66 acres

NUMBER OF LOTS: 20

AVERAGE LOT SIZE: 6,683 square feet

MINIMUM LOT SIZE: 6,457 square feet

DENSITY: 4.3 du/ac (gross)  
5.95 du/ac (net)

ZONING: Residential-7200 (R-7200)

OPEN SPACE: 12,615 square feet

COMPREHENSIVE PLAN DESIGNATION:  
General Policy Plan Designation: Urban Low Density Residential – Limited  
(5-6 du/ac Marysville UGA Only)

**UTILITIES:**

Water/Sewer: City of Marysville Public System

06128064.doc

SCHOOL DISTRICT: Lake Stevens

## INTRODUCTION

The applicant filed the Master Application on September 28, 2006. (Exhibit 1)

The Department of Planning and Development Services (PDS) gave proper public notice of the open record hearing as required by the county code. (Exhibits 19, 20 and 21)

A SEPA determination was made on April 26, 2007. (Exhibit 18) No appeal was filed.

The Examiner held an open record hearing on May 29, 2007, the 82<sup>nd</sup> day of the 120-day decision making period. Witnesses were sworn, testimony was presented, and exhibits were entered at the hearing.

The area has been annexed to the City of Marysville, which will take over administration of plat development.

## PUBLIC HEARING

The public hearing commenced on May 29, 2007 at 11:01 a.m.

1. The Examiner announced that he had read the PDS staff report, reviewed the file and viewed the area and therefore was generally apprised of the particular request involved.
2. The applicant, Harvest Heights, LLC, was represented by Debbie Rothfus, Peak Engineering. Snohomish County was represented by Bob Pemberton of the Department of Planning and Development Services.

The hearing concluded at 11:10 a.m.

**NOTE:** For a complete record, an electronic recording of this hearing is available in the Office of the Hearing Examiner.

## FINDINGS, CONCLUSIONS AND DECISION

### FINDINGS OF FACT

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

1. The master list of exhibits and witnesses which is a part of this file and which exhibits were considered by the Examiner, is hereby made a part of this file, as if set forth in full herein.
2. The DPW reviewed the request with regard to traffic mitigation and road design standards. That review covered Title 13 SCC and Chapter 30.66B SCC as to road system capacity, concurrency, inadequate road conditions, frontage improvements, access and circulation, and dedication/deeding of right-of-way, state highway impacts, impacts on other streets and roads, and Transportation Demand Management. As a result of that review, the DPW has determined that the development is concurrent and has no objection to the requests subject to various conditions.

3. The project would comply with park mitigation requirements under Chapter 30.66A SCC by the payment of \$35.75 for each new single-family home.
4. School mitigation requirements under Chapter 30.66C SCC have been reviewed and set forth in the conditions.
5. One small Category 3 wetland exists on the eastern boundary, which will be preserved with buffer enhancement to mitigate impacts of road widening.
6. The PDS Engineering Division has reviewed the concept of the proposed grading and drainage and recommends approval of the project subject to conditions, which would be imposed during full detailed drainage plan review pursuant to Chapter 30.63A SCC.
7. The Snohomish County Health District has no objection to this proposal provided that public water and sewer are furnished. Public water and sewer service and electrical power will be available for this development.
8. The request complies with the Snohomish County Subdivision Code, Chapter 30.41A SCC as well as the State Subdivision Code, RCW 58.17. The proposed plat complies with the established criteria therein and makes the appropriate provisions for public, health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and other planning features including safe walking conditions for students.
9. The request is consistent with Section 30.70.100 SCC, which requires, pursuant to RCW 36.70B.040, that all project permit applications be consistent with the GMACP and GMA-based county codes.
10. Any finding of fact in this decision which should be deemed a conclusion is hereby adopted as such.

### CONCLUSIONS OF LAW

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

1. The Examiner having fully reviewed the PDS staff report, hereby adopts said staff report as properly setting forth the issues, the land use requests, consistency with the existing regulations, policies, principles, conditions and their relationship to the request. It is therefore hereby adopted by the Examiner as a conclusion as if set forth in full herein, in order to avoid needless repetition.
2. The Department of Public Works recommends that the request be approved as to traffic use subject to conditions specified below herein.
3. The request is consistent with the (1) GMACP, GMA-based County codes, (2) the type and character of land use permitted on the site, (3) the permitted density, and (4) the applicable design and development standards.
4. Any conclusion in this decision which should be deemed a finding of fact is hereby adopted as such.

## DECISION

Based on the findings of fact and conclusions of law entered above, the decision of the Hearing Examiner on the application is as follows:

The request for a 20 lot PRELIMINARY PLAT on 4.66 acres is hereby **CONDITIONALLY APPROVED**, subject to the following conditions:

## CONDITIONS

- A. Preliminary plat received by PDS on March 28, 2007 (Exhibit 12) shall be the approved plat configuration. Changes to the approved plat are governed by SCC 30.41A.330.
- B. Prior to initiation of any further site work; and/or prior to issuance of any development/construction permits by the county:
  - i. All site development work shall comply with the requirements of the plans and permits approved pursuant to Condition A, above.
  - ii. The platlor shall mark with temporary markers in the field the boundary of all Native Growth Protection Areas (NGPA) required by Chapter 30.62 SCC, or the limits of the proposed site disturbance outside of the NGPA, using methods and materials acceptable to the county.
  - iii. A final mitigation plan based on the *Critical Areas Study and Wetland Mitigation Plan for Harvest Heights* prepared by Wetland Resources dated revised November 30, 2007 (Exhibit 11) shall be submitted for review and approval during the construction review phase of this project.
- C. The following additional restrictions and/or items shall be indicated on the face of the final plat:
  - i. "The lots within this subdivision will be subject to school impact mitigation fees for the Lake Stevens School District No.4 to be determined by the certified amount within the Base Fee Schedule in effect at the time of building permit application, and to be collected prior to building permit issuance, in accordance with the provisions of SCC 30.66C.010. Credit shall be given for one existing parcel. Lot 1 shall receive credit."
  - ii. Chapter 30.66B SCC requires the new lot mitigation payments in the amounts shown below for each single-family residential building permit:
    - \$2,090.15 per lot for mitigation of impacts on county roads paid to the county,
    - \$2,413 per lot for mitigation of impacts on the City of Marysville streets paid to the city.
    - \$637.45 per lot for mitigation of impacts on the City of Arlington streets paid to the city.
 Notice of these mitigation payment obligations shall be contained in any deeds involving this subdivision or the lots therein. Once building permit has been issued all mitigation payments shall be deemed paid.
  - iii. All Critical Areas shall be designated Native Growth Protection Areas (NGPA) (unless other agreements have been made) with the following language on the face of the plat:

"All NATIVE GROWTH PROTECTION AREAS shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees. The activities as set forth in SCC 30.91N.010 are allowed when approved by the County."

- iv. The developer shall pay the County \$35.75 per new dwelling unit as mitigation for parks and recreation impacts in accordance with Chapter 30.66A SCC; provided, however, the developer may elect to postpone payment of the mitigation requirement until issuance of a building permit for that lot. The election to postpone payment shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the subdivision.
- D. Prior to recording of the final plat:
- i. Native Growth Protection Area boundaries (NGPA) shall have been permanently marked on the site prior to final inspection by the county, with both NGPA signs and adjacent markers which can be magnetically located (e.g.: rebar, pipe, 20 penny nails, etc.). The platlor may use other permanent methods and materials provided they are first approved by the county. Where an NGPA boundary crosses another boundary (e.g.: lot, tract, plat, road, etc.), a rebar marker with surveyors' cap and license number must be placed at the line crossing.
- NGPA signs shall have been placed no greater than 100 feet apart around the perimeter of the NGPA. Minimum placement shall include one Type 1 sign per wetland, and at least one Type 1 sign shall be placed in any lot that borders the NGPA, unless otherwise approved by the county biologist. The design and proposed locations for the NGPA signs shall be submitted to the Land Use Division for review and approval prior to installation.
- ii. The final wetland mitigation plan (additional buffer, wetland and buffer enhancement) shall be completely implemented.
- E. In conformity with applicable standards and timing requirements:
- i. The preliminary landscape plan (Exhibit 7) shall be implemented. All required detention facility landscaping shall be installed in accordance with the approved landscape plan.
- F. All development activity shall conform to the requirements of Chapter 30.63A SCC.

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

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

Decision issued this 5<sup>th</sup> day of June, 2007.

  
Gordon Crandall, Hearing Examiner Pro Tem

## EXPLANATION OF RECONSIDERATION AND APPEAL PROCEDURES

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

### Reconsideration

Any party of record may request reconsideration by the Examiner. A petition for reconsideration must be filed in writing with the Office of the Hearing Examiner, 2<sup>nd</sup> Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington, (Mailing Address: M/S #405, 3000 Rockefeller Avenue, Everett WA 98201) on or before **June 15, 2007**. There is no fee for filing a petition for reconsideration. **"The petitioner for reconsideration shall mail or otherwise provide a copy of the petition for reconsideration to all parties of record on the date of filing."** [SCC 30.72.065]

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

The grounds for seeking reconsideration are limited to the following:

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

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

### Appeal

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



the Department of Planning and Development Services, 2<sup>nd</sup> Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington (Mailing address: M/S #604, 3000 Rockefeller Avenue, Everett, WA 98201) on or before **June 19, 2007** and shall be accompanied by a filing fee in the amount of five hundred dollars (\$500.00); PROVIDED, that the filing fee shall not be charged to a department of the County or to other than the first appellant; and PROVIDED FURTHER, that the filing fee shall be refunded in any case where an appeal is dismissed without hearing because of untimely filing, lack of standing, lack of jurisdiction or other procedural defect. [SCC 30.72.070]

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

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

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

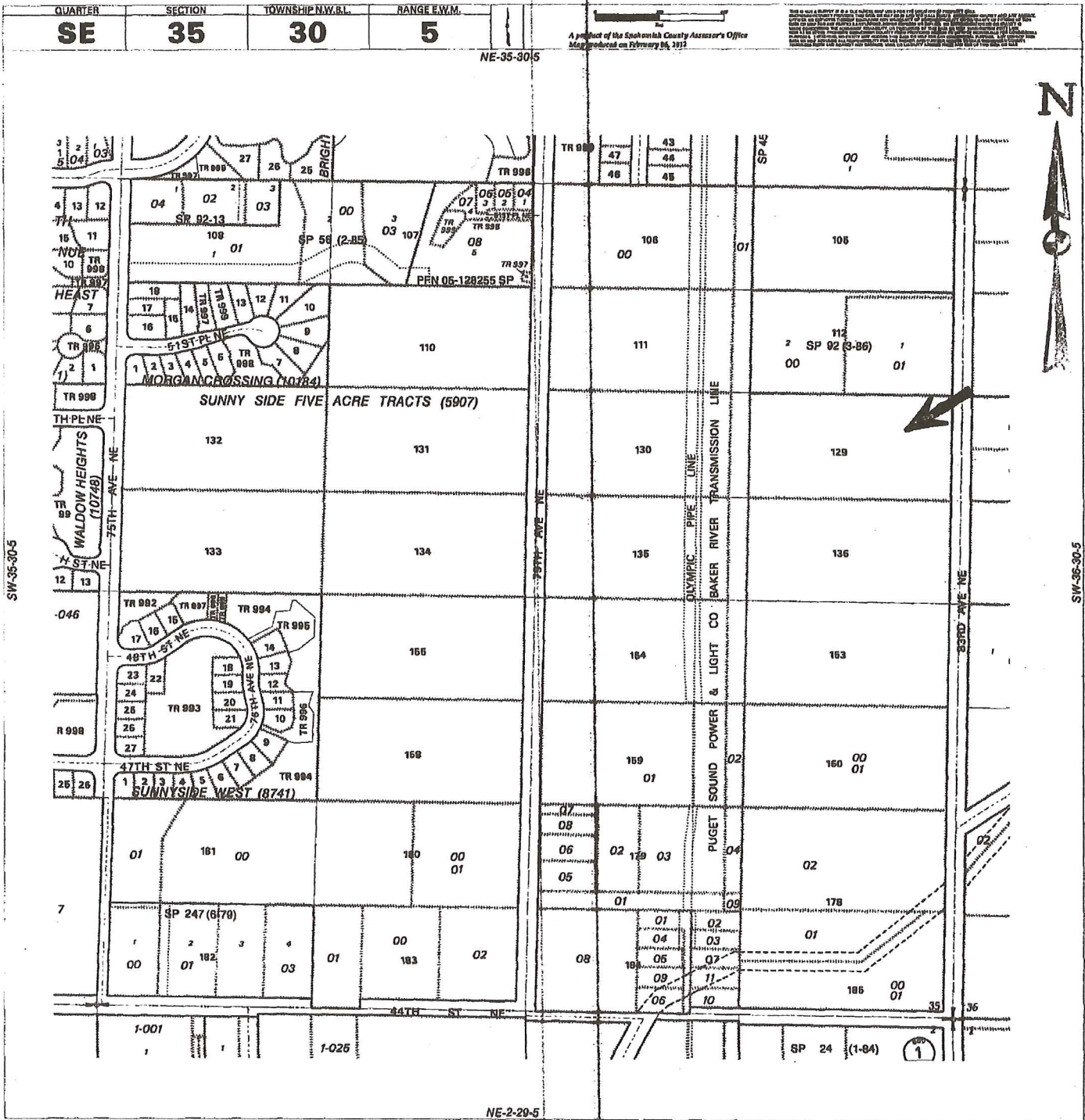
Appeals will be processed and considered by the County Council pursuant to the provisions of Chapter 30.72 SCC. Please include the County file number in any correspondence regarding the case.

---

Staff Distribution:

Department of Planning and Development Services: Bob Pemberton

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



This sketch is for the purpose of showing this approximate general location of the premises without actual survey and Chicago Title assumes no liability in connection with the same.

**EXHIBIT A**  
**LEGAL DESCRIPTION**

TRACT 129, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS AT PAGE 19, IN SNOHOMISH COUNTY, STATE OF WASHINGTON.



## FINAL PLAT INTERNAL ROUTING CHECKLIST

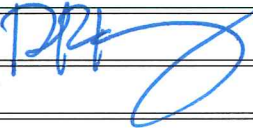
Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270  
 (360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Monday - Friday 7:30 AM - 4:00 PM

Plat Name:	Harvest Heights	File number:	ZA06-128064SD
Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	SAS	11/11/15
	Planning	ADG	11/9/15
2. Letter of Segregation to Assessor	Planning	ADG	10/6/15
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	SAS	11/13/15
Asbuilts – Including Digital Files	Const. Insp.	SAS	11/13/15
Bill(s) of Sale	Const. Insp.	SAS	9/9/15
Maintenance and Warranty Funding	Const. Insp.	SAS	11/19/15
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	SAS	11/13/15
Asbuilts – Including Digital Files	Const. Insp.	SAS	11/13/15
Bill(s) of Sale	Const. Insp.	SAS	11/9/15
Maintenance and Warranty Funding	Const. Insp.	SAS	11/19/15
5. Performance Bond – Submitted/Approved		SAS	12/9/15
(If Required - Road and Storm Drain Only)	Const. Insp.		
6. Inspection Fees - Calculated and Paid	Const. Insp.	SAS	11/9/15
7. Final Plat Fee - Calculated and Paid \$3,000.00	Planning	ADG	
8. TIP Fees: <i>to be paid prior to building permit issuance</i>	Planning	ADG	
9. Parks Mitigation Fees: <i>to be paid prior to building permit issuance</i>	Planning	ADG	
10. School District Mitigation Fees: <i>to be paid prior to building permit issuance</i>	Planning	ADG	

			12/9/15
11. Signage and Striping Installed	Const. Insp.	SAS	
12. Final Grading and TESC Inspection	Const. Insp.	SAS	11/9/15
13. Satisfied Hearing Examiner's Conditions of Approval	Planning	ADG	12/10/15
14. Utility/Recovery/Main Fees	Land Dev.	N/A	SAS

**Plat Approved for Recording:**

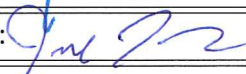
Community Development Director:



Date:

12/10/2015

City Engineer:



Date:

12/10/15

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

**DEDICATION**

KNOW ALL PERSONS BY THESE PRESENTS THAT **PACIFIC RIDGE-DRH, LLC**, A DELAWARE LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNERS, IN FEE SIMPLE OF THE LAND HEREBY PLATTED DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT, EXCEPT PRIVATE ROAD TRACT 996, AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC., SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC., SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING AN ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER AFTER ACQUIRING A CULVERT PERMIT FROM THE DEPARTMENT OF PUBLIC WORKS, IF REQUIRED, AND SUBJECT TO ANY OTHER EXISTING PERMITTING REQUIREMENTS THEREFOR.

TRACT 999 IS FOR STORMWATER DETENTION AND IS HEREBY CONVEYED TO THE CITY OF MARYSVILLE UPON RECORDING OF THIS PLAT.

TRACT 998 IS HEREBY GRANTED AND CONVEYED TOGETHER WITH ALL MAINTENANCE OBLIGATIONS TO THE HARVEST HEIGHTS HOMEOWNERS ASSOCIATION. USE OF SAID TRACT IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE ASSUMED COMMON OWNERSHIP OF SAID TRACT. IN THE EVENT THE HOA SHOULD BE DISSOLVED, THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACT PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACT. THIS TRACT SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HOA, THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING AN INTEREST IN THE TRACTS OR LOTS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.  
**PACIFIC RIDGE-DRH, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

BY: \_\_\_\_\_  
**LYNN ESHLEMAN**

**ACKNOWLEDGMENTS**

STATE OF WASHINGTON )  
                                  )ss  
COUNTY OF SNOHOMISH )

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT ON OATH STATING THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE \_\_\_\_\_ OF **PACIFIC RIDGE-DRH, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH PARTY FOR THE USE AND PURPOSES MENTIONED IN THIS INSTRUMENT.

**NOTARY SIGNATURE**

\_\_\_\_\_  
DATED: \_\_\_\_\_

(PRINT NAME)

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT \_\_\_\_\_

MY APPOINTMENT EXPIRES: \_\_\_\_\_

**LEGAL DESCRIPTION**

LOT(S) 129, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

**EASEMENTS, RESTRICTIONS AND COVENANTS**

1. THE LOTS WITHIN THIS SUBDIVISION WILL BE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE LAKE STEVENS SCHOOL DISTRICT NO. 4 TO BE DETERMINED BY THE CERTIFIED AMOUNT WITHIN THE BASE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION, AND TO BE COLLECTED PRIOR TO BUILDING PERMIT ISSUANCE, IN ACCORDANCE WITH THE PROVISIONS OF SCC 30.66C.010. CREDIT SHALL BE GIVEN FOR ONE EXISTING PARCEL. LOT 1 SHALL RECEIVE CREDIT.

2. NEW LOT MITIGATION PAYMENTS ARE REQUIRED IN THE AMOUNTS SHOWN BELOW FOR EACH SINGLE-FAMILY RESIDENTIAL BUILDING PERMIT:

**\$4,503.15 PER LOT FOR MITIGATION OF IMPACTS ON THE CITY OF MARYSVILLE STREETS PAID TO THE CITY OF MARYSVILLE.**

**\$637.45 PER LOT FOR MITIGATION OF IMPACTS ON THE CITY OF ARLINGTON STREETS PAID TO THE CITY OF ARLINGTON.**

NOTICE OF THESE MITIGATION PAYMENT OBLIGATIONS SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOTS THEREIN. ONCE BUILDING PERMIT HAS BEEN ISSUED ALL MITIGATION PAYMENTS SHALL BE DEEMED PAID.

3. ALL NATIVE GROWTH PROTECTION AREAS SHALL BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIALLY NATURAL STATE. NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OR PLACEMENT, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR, EXCEPT REMOVAL OF HAZARDOUS TREES. THE ACTIVITIES AS SET FORTH IN MMC CHAPTER 22E.010 ARE ALLOWED WHEN APPROVED BY THE CITY.

4. PARK MITIGATION FEES SHALL BE ASSESSED ON INDIVIDUAL LOTS AT THE TIME OF BUILDING PERMIT APPLICATION BASED ON THE FEE AMOUNTS AT THE TIME, AND ARE PAID TO THE CITY PRIOR TO ISSUANCE OF BUILDING PERMITS.

5. NO FURTHER SUBDIVISION OF ANY LOT WITHOUT RESUBMITTING FOR FORMAL PLAT PROCEDURE.

6. THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER TITLE 22 OF THE MARYSVILLE MUNICIPAL CODE IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH TITLE 22 OF THE MARYSVILLE MUNICIPAL CODE.

7. ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE DEVELOPER AND HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES.

8. THE LOCATION AND HEIGHT OF ALL FENCES AND OTHER OBSTRUCTIONS WITHIN AN EASEMENT AS DEDICATED ON THIS PLAT SHALL BE SUBJECT TO THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE.

9. SUBJECT TO EASEMENT TO PUBLIC UTILITY DISTRICT NO. 1 FOR THE PURPOSES OF TREE TRIMMING ONLY AS RECORDED UNDER RECORDING NUMBER 1933259.

10. SUBJECT TO CITY OF MARYSVILLE RECOVERY CONTRACT NO. 233 AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN AS RECORDED UNDER RECORDING NUMBER 200105300299.

11. SUBJECT TO CITY OF MARYSVILLE RECOVERY CONTRACT NO. 251 AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN AS RECORDED UNDER RECORDING NUMBER 200304240256.

12. SUBJECT TO CITY OF MARYSVILLE RECOVERY CONTRACT NO. 253 AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN AS RECORDED UNDER RECORDING NUMBER 200304240268.

**EASEMENT PROVISIONS**

NATIVE GROWTH PROTECTION AREA

ALL NATIVE GROWTH PROTECTION AREAS SHALL BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIALLY NATURAL STATE, INCLUDING TRACT 998. NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OR PLACEMENT, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR, EXCEPT REMOVAL OF HAZARDOUS TREES. THE ACTIVITIES AS SET FORTH IN MMC CHAPTER 22E.010 ARE ALLOWED WHEN APPROVED BY THE CITY.

ALL NGPA AND OPEN SPACE TRACTS SHOWN HEREON ARE TO REMAIN IN THE OWNERSHIP OF THE HOME OWNERS ASSOCIATION FOR THIS PLAT.

UTILITY EASEMENTS

A UTILITY EASEMENT, TOGETHER WITH INGRESS, EGRESS AND MAINTENANCE RIGHTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE STORMWATER SYSTEMS AND ASSOCIATED APPURTENANCES IS HEREBY GRANTED TO THE CITY OF MARYSVILLE, OVER, UNDER, ACROSS AND THROUGH THAT PORTION OF LOT 10, AS SHOWN TOGETHER WITH TRACT 999 IN IT'S ENTIRETY.

PRIVATE DRAINAGE EASEMENTS (PDE)

AN EASEMENT FOR THE PURPOSE OF CONVEYING LOCAL STORM WATER RUNOFF IS HEREBY GRANTED IN THE AREA DESIGNATED AS PRIVATE DRAINAGE EASEMENT (PDE). THE MAINTENANCE OF THE PRIVATE DRAINAGE EASEMENT ESTABLISHED AND GRANTED HEREIN SHALL BE THE RESPONSIBILITY OF AND THE COST THEREOF SHALL BE BORNE EQUALLY BY, THE PRESENT AND FUTURE OWNERS OF THE LOTS SERVED BY SAID EASEMENT, THEIR HEIRS, PERSONAL REPRESENTATIVES, AND ASSIGNS.

10 FOOT FRONTAGE UTILITY EASEMENT

AN EASEMENT SHALL BE RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING THE SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR (10) FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, AND UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MARYSVILLE, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN-CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

**CITY OF MARYSVILLE APPROVALS**

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
CITY ENGINEER, CITY OF MARYSVILLE

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
COMMUNITY DEVELOPMENT DIRECTOR, CITY OF MARYSVILLE

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR, CITY OF MARYSVILLE

\_\_\_\_\_  
ATTEST: CITY CLERK

**TREASURER'S CERTIFICATE**

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING \_\_\_\_\_ TAXES.

\_\_\_\_\_  
TREASURER, SNOHOMISH COUNTY

BY: \_\_\_\_\_  
DEPUTY COUNTY TREASURER

**AUDITOR'S CERTIFICATE**

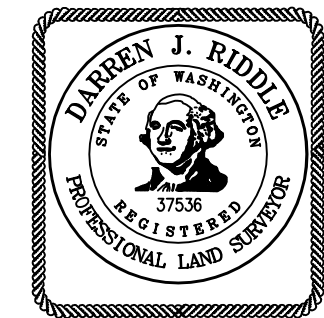
FILED FOR RECORD AT THE REQUEST OF PACIFIC COAST SURVEYS, INC. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M, AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGES \_\_\_\_\_, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

\_\_\_\_\_  
AUDITOR, SNOHOMISH COUNTY

BY: \_\_\_\_\_  
DEPUTY COUNTY AUDITOR

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE PLAT OF HARVEST HEIGHTS IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 35, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. AS REQUIRED BY THE STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN HEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND THE LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.



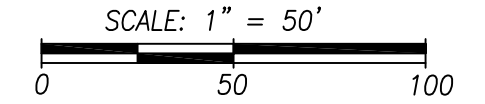
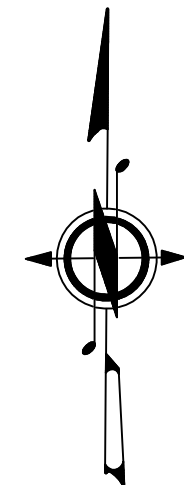
\_\_\_\_\_  
DARREN J. RIDDLE  
PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 37536

\_\_\_\_\_  
DATE

A.F. NO. \_\_\_\_\_ SHEET 1 of 2

<b>Pacific Coast Surveys, Inc.</b> LAND SURVEYING & MAPPING P.O. BOX 13619 MILL CREEK, WA 98082 PH. 425.508.4951 FAX 425.357.3577 www.PCSurveys.net	<b>HARVEST HEIGHTS</b> FILE NO.: 06-128064 SD CITY OF MARYSVILLE, SNOHOMISH COUNTY, WA NE 1/4, SE 1/4, SEC.35, T.30N., R.5E., W.M.	
	DRAWN BY NCM DATE 10.07.15	DRAWING FILE NAME 12587FPM.DWG

# HARVEST HEIGHTS



### CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	17.80	180.00	5°39'57"
C2	22.76	230.00	5°40'13"
C3	39.36	25.00	90°12'51"
C4	39.18	25.00	89°47'19"

### LINE TABLE

LINE	LENGTH	BEARING
L1	32.36	N 89°55'27" W
L2	3.30	N 89°55'27" W
L3	11.72	N 89°55'27" W
L4	36.61	N 00°29'08" E
L5	43.30	N 26°06'11" E
L6	51.51	N 00°29'08" E

## EQUIPMENT & PROCEDURES

**METHOD OF SURVEY:**  
SURVEY PERFORMED BY FIELD TRAVERSE

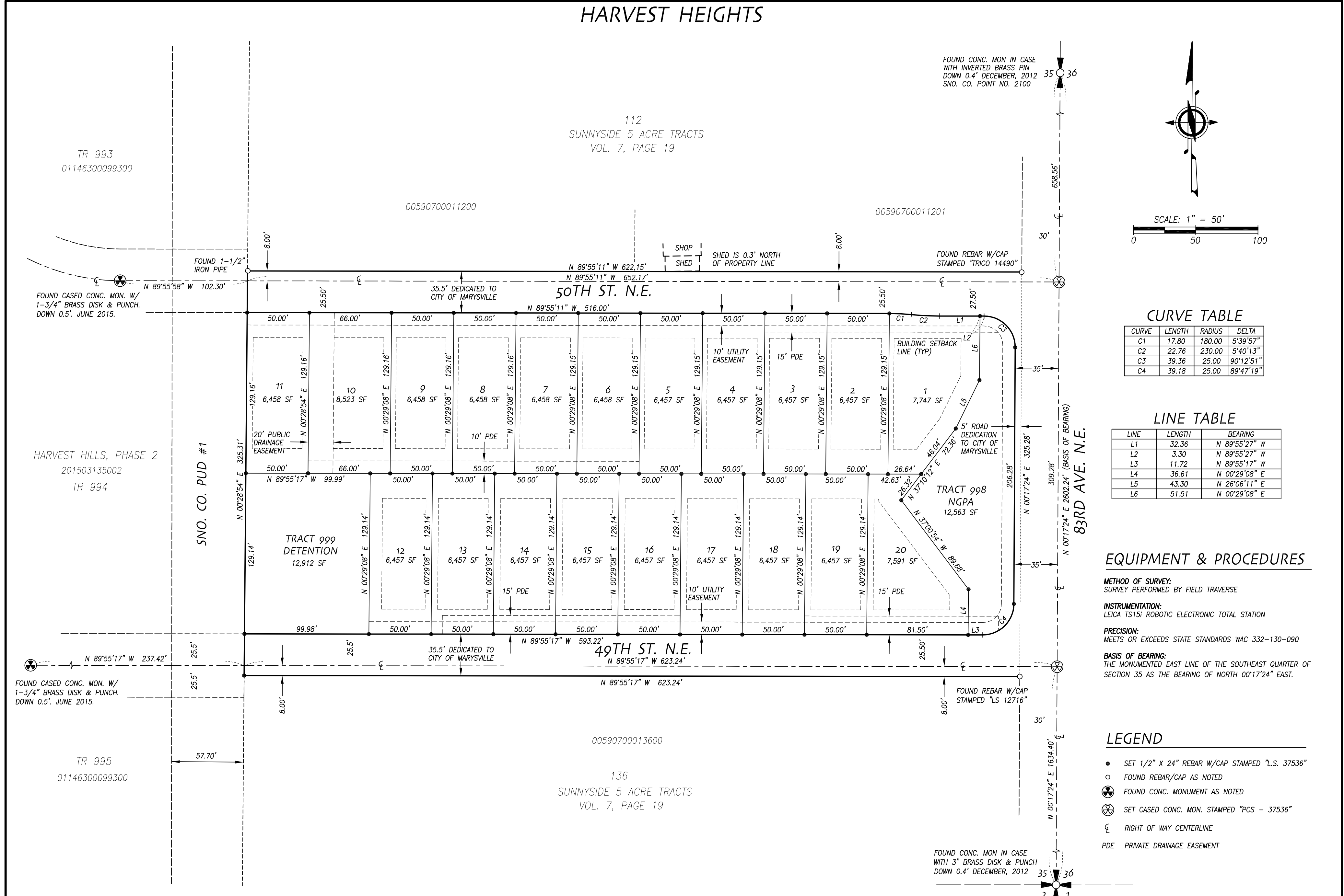
**INSTRUMENTATION:**  
LEICA TS151 ROBOTIC ELECTRONIC TOTAL STATION

**PRECISION:**  
MEETS OR EXCEEDS STATE STANDARDS WAC 332-130-090

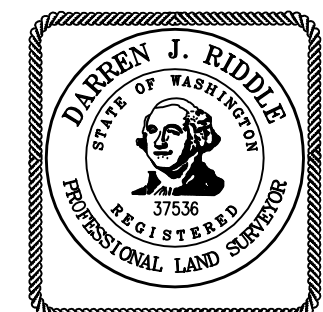
**BASIS OF BEARING:**  
THE MONUMENTED EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 35 AS THE BEARING OF NORTH 00°17'24" EAST.

## LEGEND

- SET 1/2" X 24" REBAR W/CAP STAMPED "L.S. 37536"
- FOUND REBAR/CAP AS NOTED
- ⊙ FOUND CONC. MONUMENT AS NOTED
- ⊗ SET CASED CONC. MON. STAMPED "PCS - 37536"
- ℄ RIGHT OF WAY CENTERLINE
- PDE PRIVATE DRAINAGE EASEMENT



A.F. NO. \_\_\_\_\_ SHEET 2 of 2



**Pacific Coast Surveys, Inc.**  
 LAND SURVEYING & MAPPING  
 P.O. BOX 13619  
 MILL CREEK, WA 98082  
 PH. 425.508.4951 FAX 425.357.3577  
 www.PCSurveys.net

**HARVEST HEIGHTS**  
 FILE NO.: 06-128064 SD  
 CITY OF MARYSVILLE, SNOHOMISH COUNTY, WA  
 NE 1/4, SE 1/4, SEC.35, T.30N., R.5E., W.M.

DRAWN BY	DATE	DRAWING FILE NAME	SCALE	JOB NO.
NCM	10.07.15	12587FPM.DWG	1" = 50'	12-587

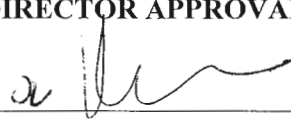
# *Index #11*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 11, 2016**

<b>AGENDA ITEM:</b> I-5 / SR529 Interchange Expansion Project Supplement No. 3 to Professional Services Agreement with HDR Engineering	
<b>PREPARED BY:</b> Patrick Gruenhagen <b>DEPARTMENT:</b> Public Works / Engineering	<b>DIRECTOR APPROVAL:</b> 
<b>ATTACHMENTS:</b> PSA Supplement No. 3	
<b>BUDGET CODE:</b> 30500030.563000 R1402	<b>AMOUNT:</b> \$0.00
<b>SUMMARY:</b>	

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

The attached Supplement No. 3 to the City's agreement with HDR provides for a revised agreement end date and no-cost time extension from January 29, 2016 to June 30, 2016, allowing additional time for completion of environmental review as well as continued permit coordination with the US Army Corps of Engineers.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the attached Supplement 3, a no-cost time extension, to the City's agreement with HDR Engineering, Inc.



Washington State  
Department of Transportation

<b>Supplemental Agreement No. 3</b>	Organization and Address HDR Engineering, Inc.
Agreement Number <b>R-1402</b>	500 108th Avenue NE, Suite 1200 Bellevue, WA 98004-5549
Project Number <b>R-1402</b>	Phone (425) 450-6200
Project Title Interstate 5 / SR 529 Interchange Expansion	Maximum Amount Payable ( <u>Un-changed</u> ) <b>\$1,393,837.00</b>
Description of Work No additional services will be performed under this supplement. Supplement 3 represents a no-cost time extension only.	

The Local Agency of the CITY OF MARYSVILLE

desires to supplement the agreement entered into with HDR Engineering, Inc.

and executed on February 24, 2014 and identified as Agreement No. R-1402

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

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

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

I

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: All work shall be completed by July 30, 2016.

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

By: Karen Doherty, VP

*Karen Doherty*  
Consultant Signature

By: Jon Nehring, Mayor

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

# *Index #12*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 1/11/2016**

<b>AGENDA ITEM:</b> Professional Services Agreement between City of Marysville and Strategies 360 for Consultant Services	
<b>PREPARED BY:</b> Gloria Hirashima, Chief Administrative Officer	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Executive	
<b>ATTACHMENTS:</b> 1. Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

**SUMMARY:**

The proposed agreement establishes a professional services agreement for lobbying services for Strategies 360 Inc. to provide general government lobbyist services. The scope of services is attached as Exhibit A. Strategies 360 has provided general lobbying services for the city since 2007.

<b>RECOMMENDED ACTION:</b>
Approve proposed professional services agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND STRATEGIES 360, INC.  
FOR CONSULTING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF MARYSVILLE, hereinafter called the "City," and Strategies 360, Inc., a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

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

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with Public Relations and Consultant Services as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

**ARTICLE II. SCOPE OF WORK**

The scope of work is described in Exhibit A.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall

accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** Work products and final documents requested by the City as part of the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

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

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

**III.3 TIME OF PERFORMANCE.** This Agreement shall commence on January 1, 2016 and end December 31, 2016. Extension of the services contract will be by written agreement, signed by both parties.

**III.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**III.5 EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or

services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

### III.6 INDEMNITY.

a. The Consultant will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts of the Consultant in performance of Consultant's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its members, officers, employees and agents, the Consultant's liability to the City, by way of indemnification, shall be only to the extent of the Consultant's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

### III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name

the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

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

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;

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

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

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voiced, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is



made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

**III.11 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

**III.12 INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

**III.13 CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

**III.14 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

#### **ARTICLE IV. OBLIGATIONS OF THE CITY**

**IV.1 PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement at the rate of \$12,500 per month for January through March (2016 legislative session) and \$3500 per month April through December (out of session rate). Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

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

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

#### **ARTICLE V. GENERAL**

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

CITY OF MARYSVILLE  
C/O Gloria Hirashima  
1049 State Avenue  
MARYSVILLE, WA 98270

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

STRATEGIES 360 INC.  
C/O RON DOTZAUER  
1505 Westlake Ave N, Suite 1000  
Seattle, WA 98109

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

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

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable

attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

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

By \_\_\_\_\_  
JON NEHRING, Mayor

By \_\_\_\_\_  
STRATEGIES 360, INC.

*Eric Saverson, President*

Approved as to form:

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

## Exhibit A

### Marysville Scope of Work – January 2016 thru December 2016

#### State Legislative Work (2016 session)

1. Move up transportation dollars for Hwy 529/I5 Interchange and general purpose lane on I-5 between Everett and Marysville and work to compress 6 year transportation project funding schedules
2. Marysville downtown/waterfront revitalization plan funding
3. Homeless/mental health funding for County
4. Bayview trail extension connecting to Centennial Trail (Capital Budget Request)
5. Grove Street Grade Separation (Transportation Budget Request)
6. Jail renovation/expansion grant opportunities or other funding
7. Work on capital project funding for city projects including parks, trails, public safety and general city facilities.
8. Participate in efforts to advance the AWC legislative agenda to affect issues of interest for cities.
9. Participate in efforts to advance the Snohomish County cities legislative priorities.
10. Keep abreast of other legislation, policy issues and news that may affect the City.

#### Federal Legislative Work (2016 session)

1. Seek funding opportunities and advocate for transportation, environmental restoration, parks and trails (LWCF funds), public safety, and economic development projects within the City through the federal appropriations or grant processes.
2. Advocate for transportation mitigation projects and grade separation funding to mitigate the adverse impacts of increased train travel through Marysville.
3. Advocate to Congress and federal agencies on the behalf of Marysville as issues arise.
4. MIC Infrastructure support – EDA Grant.
5. Downtown/waterfront revitalization plan
6. Homeless/mental health
7. Jail renovation/expansion grant opportunities or other funding

# *Index #14*

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/11/16

<b>AGENDA ITEM:</b> Professional Services Agreement between City of Marysville and Summit Law Group	
<b>PREPARED BY:</b> Gloria Hirashima, Chief Administrative Officer	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Executive	
<b>ATTACHMENTS:</b> Proposed Agreement for Special Counsel Legal Services	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

**SUMMARY:**

The proposed agreement establishes a professional services agreement between the City and Summit Law Group for special counsel services related to personnel and labor negotiation and related matters. Marysville has utilized the services of Summit Law since 2011. This agreement would provide for continued special counsel in 2016. Summit Law is an experienced firm specializing in public sector employment law. They provide discounted rates for public sector clients.

<b>RECOMMENDED ACTION:</b>
Staff recommends that City Council approve the Special Counsel Legal Services with Summit Law Group.

## AGREEMENT FOR SPECIAL COUNSEL LEGAL SERVICES

THIS AGREEMENT (hereinafter "Agreement") is entered into the date last below written between the City of Marysville, Washington, a municipal corporation (hereinafter the "City"), and Summit Law Group (hereinafter the "Summit Law Group").

WHEREAS, the City desires to use Summit Law Group for Special Counsel services on an as-needed basis, and Summit Law Group is willing to do so in accordance with terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and Summit Law Group as follows:

### I. Legal Services.

A. Summit Law Group will provide the City with legal services related to personnel and labor negotiation and related matters as requested by the City.

B. Summit Law Group will use its best efforts to perform the City's legal matters promptly and efficiently according to the highest legal and ethical standards.

### II. Fees.

A. The City shall pay Summit Law Group, as sole compensation for the services performed under this Agreement, such sums of money as are arrived at by computing the actual number of hours expended in the performance of this Agreement and multiplying such total hours by the hourly rates shown in Attachment A.

B. The City shall reimburse Summit Law Group for out-of-pocket expenses that are not normally included within the fee for professional services, including copying charges by third party vendors and messenger services. Summit Law Group will not charge for long distance telephone calls or copying performed in-house.

C. Summit Law Group should submit billings by the 15<sup>th</sup> day of each month. The billing statements shall reflect services rendered in increments of one-tenth of an hour. The billing statements shall state for each date services were performed a brief summary of the services provided, the timekeepers who provided the services, the number of hours, or fractions of hours, spent and expenses and disbursements in detail.

D. Bruce Schroeder will have overall responsibility for Summit Law Group under this Agreement.

E. Summit Law Group and the assigned attorney have been retained because of their expertise. The City should not be billed for general legal or technical research necessary to educate staff or less experienced attorneys in the firm without advance City approval. The

City shall not be billed for time spent in preparing or reviewing the firm's billings to the City or in internal firm quality control procedures. Summit Law Group will keep the City fully informed of time used for conferences, telephone calls, drafting documents, research, court time, and necessary travel time.

F. The City shall make payment when it is fully satisfied with the services performed for the previous month. Payments shall be made through the City's ordinary payment process and shall be considered timely if made within thirty (30) calendar days of actual receipt of a properly completed billing. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly billed.

### III. Interaction with City.

A. Summit Law Group will keep the City well informed of the legal matters it handles on the City's behalf. Summit Law Group will send the City copies of all material papers coming in or going out of its offices to or from third parties. Summit Law Group, at such times and in such form as the Chief Administrative Officer may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. The City's files at Summit Law Group and its progress shall be open to the City for inspection at any time, and the City's files shall be the property of the City.

B. The Chief Administrative Officer should be given advance notice of any significant decisions in order to be able to participate fully in making such decisions.

### IV. Independent Contractor Status.

A. Summit Law Group shall serve as an attorney for the City and shall at all times perform its duties and responsibilities and carry out all services as an independent contractor.

B. Summit Law Group, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits and tax certificates. Summit Law Group shall maintain all necessary insurance to protect it from losses and claims which may arise out of or from performance of duties related to this Agreement, including Worker's Compensation and professional liability insurance.

C. Summit Law Group shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed such a tax or assessment as a result of this Agreement, Summit Law Group shall pay the same before it becomes due.

### V. Suspension or Termination.



The City may suspend or terminate the performance of services under this Agreement by written notice to Summit Law Group, in whole, or from time to time in part, at the City's discretion. Upon termination, the City will pay Summit Law Group for all outstanding work completed prior to termination, together with any agreed reasonable services necessary to complete any work outstanding at the time of termination which the City requests be completed prior to termination.

#### VI. Nondiscrimination.

A. Summit Law Group shall, in all hiring or employment made possible or resulting from this Agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

#### VII. Hold Harmless/Indemnification.

A. Summit Law Group agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of Summit Law Group, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of Summit Law Group under this Agreement.

B. In the event that both Summit Law Group and the City are both negligent, then Summit Law Group's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees and disbursements) that can be apportioned to Summit Law Group, its officers, employees, and agents.

C. Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

D. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

#### VIII. Insurance.

a. **Minimum Limits of Insurance.** Summit Law Group shall, before commencing work under this Agreement, file with the City certificates of insurance coverage to be kept in force continuously during this Agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Summit Law Group shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Summit Law Group, its agents, representatives or employees. Said certificates shall name the City, its officers, agents, employees and elected officials, as an additional named insured with respect to all coverages except professional liability insurance and L & I. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under Summit Law Group's Commercial General Liability insurance policy with respect to the work performed for the City.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage; Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

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

b. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with an A.M. Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

c. **Verification of Coverage.** In signing this Agreement, Summit Law Group is acknowledging and representing that required insurance is active and current.

d. **Primary Insurance.** Summit Law Group's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Summit Law Group's insurance and shall not contribute with it.

e. **No Limitation.** Summit Law Group's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Summit Law Group to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

f. **Occurrence Basis.** Unless approved by the City, all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

IX. Conflict of Interest.

Summit Law Group agrees not to perform professional services for other clients where a conflict of interest or ethical violation as defined in the Rules of Professional Conduct for attorneys may exist, except as otherwise agreed to in writing by the City.

X. Compliance with Law.

Summit Law Group agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

XI. Severability.

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

XII. Non-Waiver.

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

XIII. Extent of Agreement/Modification.

This Agreement, together with all attachments and addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

XIV. Notice.

Notice pursuant to this Agreement shall be given in writing to Bruce Schroeder Summit Law Group, LLP, 315 Fifth Avenue South, Suite 1000, Seattle, WA 98104 at Summit Law Group and to Gloria Hirashima, CAO, City of Marysville, City Hall 1049 State Avenue, Marysville, Washington 98270, or at such other persons and/or addresses as the Summit Law Group and/or the City may designate.

XV. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

XVI. Venue.

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

XVII. Counterparts.

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

XVIII. Time of Performance.

This Agreement shall commence on January 1, 2016 and end December 31, 2016. Extension of the services contract will be by written agreement, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

SUMMIT LAW GROUP, LLP

CITY OF MARYSVILLE

By: \_\_\_\_\_  
Bruce Schroeder

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

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

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

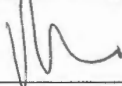
## Attachment A

<b>SUMMIT LAW GROUP – LABOR/EMPLOYMENT ATTORNEYS 2016 Fee Schedule</b>	
<b>NAME</b>	<b>PUBLIC RATE</b>
Peter Altman	\$245
Kristin D. Anger	\$285
Michael C. Bolasina	\$285
Sarah Hale	\$235
Otto G. Klein	\$310
Sofia D. Mabee	\$285
Quinn Oppenheim	\$265
Shannon E. Phillips	\$285
Bruce L. Schroeder	\$310
Linda Swanson	\$140
Dan Swedlow	\$280
Molly Terwilliger	\$280
Rodney B. Younker	\$305

# *Index #6*

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

**CITY COUNCIL MEETING DATE: January 11, 2016**

<b>AGENDA ITEM:</b> Contract Award – Reject Line Extension	
<b>PREPARED BY:</b> Kyle Woods, Engineering Technician <b>DEPARTMENT:</b> Engineering	<b>DIRECTOR APPROVAL:</b> 
<b>ATTACHMENTS:</b> Certified Bid Tabulation	
<b>BUDGET CODE:</b> 402200594.563000, S1403	<b>AMOUNT:</b> \$122,799.84

**SUMMARY:**

The sand filter reject line extension at the Wastewater Treatment Plant (WWTP) includes the construction of approximately 1,850 feet of new 10” pipeline. The current reject line discharges to the West Trunk Pump Station, which adds to the capacity at the pump station and is then pumped through the headworks of the WWTP. This new line will directly discharge to the complete mix cell 1B located at the north end of the WWTP lagoon.

The project was advertised for a December 17, 2015 bid opening. The City received 16 bids as shown on the attached bid tabulation. The low bidder was SRV Construction at \$122,799.84. The engineer’s estimate was \$179,634.24. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$122,799.84
Management Reserve:	\$0
Construction Total:	\$122,799.84

<b>RECOMMENDED ACTION:</b>
Staff recommends that Council authorize the Mayor to sign and execute the Reject Line Extension contract with SRV Construction in the amount of \$122,799.84 including Washington State Sales Tax and approve a management reserve of \$0 for a total allocation of \$122,799.84.



S1403 - Reject Line Extension  
Certified Bid Tab

12/21/2015

Apparent Low Bid

Table with columns: Section, Item, Description, Quantity, Units, and various contractor estimates (Allied Construction, J Lynn Environmental, B&B Utilities, Welwest Const., SRV, Trico, Thermo) with subtotals for each contractor and a grand total.

Table with columns: Section, Item, Description, Quantity, Units, and various contractor estimates (Fury Site Works, Kamins Const., Bianchi, RRJ Company, Agostino Const., Carman's Const., B&L Utility) with subtotals for each contractor and a grand total.

Table with columns: Section, Item, Description, Quantity, Units, and various contractor estimates (Trinity Contractors, Laser Underground) with subtotals for each contractor and a grand total.







*Update*  
*Index #1*

# DRAFT FIREWORKS ORDINANCE

**9.20.\_\_\_\_ Definitions.**

The definitions of chapter 70.77 RCW, as now enacted or subsequently amended, are adopted by reference and shall govern the construction of this chapter, when applicable.

**9.20.\_\_\_\_ Sale, possession, use and discharge of fireworks unlawful.**

A. It is unlawful for any person to possess, use, sell, transfer, discharge, ignite, or explode any fireworks within the city; provided that this prohibition shall not apply to the following activities, when authorized by a state license and city permit:

1. Duly authorized public displays, as provided in chapter 70.77 RCW; and
2. Duly authorized use by religious organizations or private organizations or persons for religious or other specific purposes on an approved date and in an approved location, as provided in RCW 70.77.311, and authorized by the Marysville fire marshal.

B. Trick and novelty devices, as defined by state law, are not fireworks for the purposes of this chapter.

C. This chapter does not prohibit the use of torpedoes, flares, or fuses by motor vehicles, railroads, or other transportation agencies for signal purposes or illumination or for use in forest protection activities.

**9.20.\_\_\_\_ Permit required for public display.**

It is unlawful for any person to hold, conduct or engage in a public display of fireworks within the city without first having obtained and being the holder of a valid permit issued pursuant to the provisions of this chapter.

**9.20.\_\_\_\_ Permit fees.**

The fee for inspections related to a permit, processing, and issuing the same shall be \$\_\_\_\_.00, payable at the time of application. In addition, in the event that the location specified in the permit has unusual parameters, limitations or risks requiring inspection over and above that anticipated in the establishment of this fee (that is, in excess of one hour), a charge for inspection shall be paid by the applicant equal to the actual cost of providing the inspection and in no case more than a total of five thousand dollars for any one permit.

**9.20.\_\_\_\_ Issuance – Nontransferable – Voiding.**

Each public display permit issued pursuant to this chapter shall be valid for the specific authorized public display event only, shall be used only by the designated permittee and shall be nontransferable. Any transfer or unauthorized use of a permit is a violation of this chapter and shall void the permit granted in addition to all other sanctions provided in this code.

**9.20.\_\_\_\_ Application for public display permit.**

A person desiring to make a public display of fireworks shall apply in writing for a permit to hold, conduct or operate a public display of fireworks to the Marysville fire marshal at least 30 days prior to the

scheduled event. Applicants shall meet all qualifications and requirements of state law regarding public display of fireworks and all fire and safety requirements as set forth in the standards for public display.

The application must include:

- (1) a copy of the applicant's Washington state pyrotechnic operator license (or the pyrotechnic operator license of the applicant's employee who will conduct the public display);
- (2) evidence of a bond issued by an authorized surety or a certificate of public liability insurance;
- (3) a drawing showing a plan view of the fireworks discharge site and the surrounding area within a 500-foot radius;
- (4) the exact location, date and time of the proposed display; and
- (5) the number, type and class of fireworks to be displayed, the manner in which the fireworks are being stored prior to the public fireworks display.

The fire marshal may impose other requirements on the application.

The fire marshal shall investigate whether the character and location of the display as proposed would be hazardous to property or dangerous to any person. Based on the investigation, the official shall submit a report of findings and a recommendation for or against the issuance of the permit, together with reasons, to the city council.

#### **9.20. Standards for public fireworks displays.**

- A. All public fireworks displays shall conform to the standards and conditions imposed by the fire marshal and city council. The minimum standards and conditions will be consistent with the International Fire Code and the fire marshal or city council may impose any other requirements that are reasonably related to public safety and fire prevention. All public fireworks displays shall comply with chapter 70.77 RCW.
- B. All public fireworks displays must be planned, organized, and discharged by a state-licensed pyrotechnician.
- C. A permit must be obtained from the city and approved by the fire marshal or designee prior to any public display of fireworks.
- D. The permit may be immediately revoked at any time deemed necessary by the fire marshal or designee due to any noncompliance with the permit, law, or rule, weather conditions such as extremely low humidity or wind factor, accidental ignition of any form of combustible or flammable material in the vicinity of the public display due to falling debris from the display, or any other reason where the fire marshal or designee determines that public safety and fire prevention require the public display to be cancelled.
- E. Areas of public access shall be determined by the fire marshal or designee and maintained in an approved manner.

**9.20.\_\_\_\_ Action by city council.**

Upon seven days' advance written notice to the applicant, the city council shall consider the application at a public meeting. The applicant may offer testimony at the meeting, subject to the city council's rules of procedure. The city council shall consider the report and recommendations of the fire marshal and any additional evidence. The city council may deny the application if it does not meet the requirements of chapter 70.77 RCW or if the proposed display would be hazardous to property or dangerous to any person. The city council may impose any conditions that are reasonably related to public safety or fire prevention. The decision of the city council with respect to an application shall be final.

**9.20.\_\_\_\_ Issuance of – Nontransferable.**

Upon approval by the city council of a fireworks permit, the city clerk shall issue the same to the applicant, who thereafter shall be the permittee. The permit shall be for a specific public display. No permit shall be transferable without express approval by the city council.

**9.20.\_\_\_\_ Special effects for entertainment media.**

Any person desiring to assemble, compound, use, or display of articles pyrotechnic or special effects in the production of motion pictures, radio or television productions, or live entertainment shall apply for a permit utilizing the procedures of this chapter. Such special effects shall be under the direction and control of a pyrotechnic operator licensed by the state of Washington.

**9.20.\_\_\_\_ Enforcement.**

A. The fire chief, or designee, is authorized to enforce all provisions of this chapter and, in addition to criminal sanctions or civil remedies, he may revoke any permit issued pursuant to this chapter upon any failure or refusal of the permittee to comply with the orders and directives of the fire chief or designee, and/or to comply with any provisions of this chapter or other requirements of the municipal code.

B. The police chief and commissioned police officers of the Marysville Police Department are authorized to enforce all provisions of this chapter.

**9.20.\_\_\_\_ Penalty and violations.**

A. Any person possessing, using, discharging, igniting, or exploding any consumer firework in violation of this chapter has committed a civil infraction.

1. For a period of 365 days after the effective date of this ordinance, a violation of this subsection shall be a class 3 civil infraction.

2. For the period beginning on the 366<sup>th</sup> day after the effective date of this ordinance until the 730<sup>th</sup> day after the effective date of this ordinance, a violation of this subsection shall be a class 2 civil infraction.

3. Beginning on the 731<sup>st</sup> day after the effective date of this ordinance, a violation of this subsection shall be a class 1 civil infraction.

- B. Any person selling or transferring any consumer firework in violation of this chapter is guilty of a misdemeanor.
- C. Any person possessing, using, selling, transferring, discharging, igniting, or exploding any display firework in violation of this chapter is guilty of a gross misdemeanor.
- D. Any person possessing, using, selling, transferring, discharging, igniting, or exploding any dangerous firework, as defined by state law, is guilty of a gross misdemeanor.
- E. Any fireworks that are possessed or used in violation of this chapter may be confiscated.

DRAFT

CITY OF MARYSVILLE  
ORDINANCE No. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AMENDING CHAPTER 9.20 OF THE MUNICIPAL CODE, REGULATING FIREWORKS, PROHIBITING POSSESSION AND USE OF FIREWORKS, AND PROVIDING A PROCESS FOR LICENSING PUBLIC DISPLAYS OF FIREWORKS.

WHEREAS, state law and the municipal code currently permit the possession and use of most consumer fireworks; and

WHEREAS, for many years the city and its elected officials have received numerous complaints regarding the discharge of both legal and illegal fireworks; and

WHEREAS, the complaints include complaints about excessive noise, fire hazards, and safety risks created by the discharge of fireworks; and

WHEREAS, on July 27, 2015, the City Council adopted Resolution 2379 requesting the Snohomish County Auditor to place the following proposition on the November 2015 ballot as an advisory measure:

Should the Marysville City Council prohibit the possession, sale, and discharge of fireworks within the City limits of Marysville?

WHEREAS, on November 3, 2015, Proposition 1 appeared on the ballot and was approved by voters with 59.25% voting in favor of the measure; and

WHEREAS, prohibiting fireworks would enhance the health, safety, and welfare of the public; and

WHEREAS, chapter 70.77 RCW authorizes cities to adopt ordinances that are more restrictive than state law, but such ordinances may only become effective one year after their adoption;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MARYSVILLE AS FOLLOWS:

Section 1. Amendment of Municipal Code.

The municipal code is amended as set forth in Exhibit "A."

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of



competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance .

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of January 2016.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_  
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to from:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_  
Effective Date (one year after publication): \_\_\_\_\_

# EXHIBIT A

## Chapter 9.20

### FIREWORKS

Sections:

- 9.20.010 ~~State statutes adopted~~ Definitions.
- ~~9.20.015~~ ~~Additional definitions.~~
- 9.20.020 ~~Possession, use, sale, and discharge of fireworks unlawful~~ Date and time limits for sale or discharge of consumer fireworks.
- ~~9.20.030~~ ~~Permit required for public display.~~
- ~~9.20.040~~ ~~Permit fees.~~
- ~~9.20.050~~ ~~Issuance – Nontransferable – Voiding.~~
- ~~9.20.060~~ ~~Application for public display permit.~~
- 9.20.070 ~~Standards for public fireworks displays~~ Permit procedure.
- 9.20.080 Action by city council.
- 9.20.090 Issuance of – Nontransferable.
- ~~9.20.100~~ ~~Special effects for entertainment media.~~
- 9.20.110 ~~Operation of fireworks stands~~ Enforcement.
- 9.20.120 ~~Penalties for violations~~ Temporary fireworks stand specifications.
- ~~9.20.125~~ ~~Enforcement – Revocation of permit.~~
- ~~9.20.130~~ ~~Penalties for violations.~~

**9.20.010 ~~State statutes adopted~~ Definitions.**

The definitions of chapter 70.77 RCW, as now enacted or subsequently amended, are adopted by reference and shall govern the construction of this chapter, when applicable.

~~The following sections of the State Fireworks Law (Chapter 70.77 RCW) are adopted by reference, including any amendments to the same which may hereafter be enacted by the state of Washington:~~

**RCW**

- ~~70.77.126~~ ~~Definition of “fireworks.”~~
- ~~70.77.131~~ ~~Definition of “display fireworks.”~~
- ~~70.77.136~~ ~~Definition of “consumer fireworks.”~~
- ~~70.77.138~~ ~~Definition of “articles pyrotechnic.”~~
- ~~70.77.141~~ ~~Definition of “agricultural and wildlife fireworks.”~~
- ~~70.77.146~~ ~~Definition of “special effects.”~~
- ~~70.77.160~~ ~~Definition of “public display of fireworks.”~~
- ~~70.77.165~~ ~~Definition of “fire nuisance.”~~

- ~~70.77.180 — Definition of “permit.”~~
- ~~70.77.190 — Definition of “person.”~~
- ~~70.77.205 — Definition of “manufacturer.”~~
- ~~70.77.210 — Definition of “wholesaler.”~~
- ~~70.77.215 — Definition of “retailer.”~~
- ~~70.77.230 — Definition of “pyrotechnic operator.”~~
- ~~70.77.255 — Acts prohibited without a license.~~
- ~~70.77.285 — Public display permit — Bond.~~
- ~~70.77.290 — Public display permit.~~
- ~~70.77.295 — Public display permit — Amount of bond.~~
- ~~70.77.311 — Exemptions from licensing.~~
- ~~70.77.335 — License authorizes activities of salesmen, employees.~~
- ~~70.77.405 — Authorized sales of toy caps, tricks, novelties.~~
- ~~70.77.410 — Public displays not to be hazardous.~~
- ~~70.77.415 — Supervision of public displays.~~
- ~~70.77.420 — Storage permit required.~~
- ~~70.77.425 — Approved storage facilities required.~~
- ~~70.77.430 — Sale of stock after revocation or expiration of license.~~
- ~~70.77.450 — Examination, inspection of books and premises.~~
- ~~70.77.480 — Prohibited transfers of fireworks.~~
- ~~70.77.485 — Unlawful possession of fireworks — Penalties.~~
- ~~70.77.488 — Unlawful discharge or use of fireworks — Penalty.~~
- ~~70.77.510 — Sales or transfers of display fireworks — Penalty.~~
- ~~70.77.515 — Sales or transfers of consumer fireworks — Penalty.~~
- ~~70.77.520 — Unlawful to permit fire nuisance where fireworks kept — Penalty.~~
- ~~70.77.535 — Articles pyrotechnic, special fireworks for entertainment media.~~
- ~~70.77.545 — Violation a separate, continuing offense.~~

~~70.77.547—Civil enforcement not precluded.~~

~~70.77.580—Posting by retailers of lists of allowed fireworks.~~

~~(Ord. 2737 § 1, 2008; Ord. 2409 § 1, 2002; Ord. 1942 § 1, 1993; Ord. 1778 § 1, 1990; Ord. 1376 § 2, 1984).~~

**9.20.015—Additional definitions.**

The following additional definitions shall apply in this chapter:

~~“Permittee” means any person issued a fireworks permit in conformance with this chapter. (Ord. 2737 § 1, 2008; Ord. 2409 § 2, 2002).~~

**9.20.020 Possession, use, sale, and discharge of fireworks unlawful ~~Date and time limits for sale or discharge of consumer fireworks.~~**

~~A. It is unlawful for any person to possess, use, sell, transfer, discharge, ignite, or explode any fireworks within the city; provided that this prohibition shall not apply to the following activities, when authorized by a state license and city permit:~~

~~1. Duly authorized public displays, as provided in chapter 70.77 RCW; and~~

~~2. Duly authorized use by religious organizations or private organizations or persons for religious or other specific purposes on an approved date and in an approved location, as provided in RCW 70.77.311, and authorized by the Marysville fire marshal.~~

~~B. Trick and novelty devices, as defined by state law, are not fireworks for the purposes of this chapter.~~

~~C. This chapter does not prohibit the use of torpedoes, flares, or fuseses by motor vehicles, railroads, or other transportation agencies for signal purposes or illumination or for use in forest protection activities.~~

~~No fireworks shall be sold or discharged within the city except as follows:~~

~~(1) The sale of consumer fireworks shall be allowed from 12:00 noon to 11:00 p.m. on June 28th and from 9:00 a.m. to 11:00 p.m. on June 29th through July 4th.~~

~~(2) Consumer fireworks may be discharged July 4th only from 9:00 a.m. to 11:00 p.m. and December 31st from 9:00 a.m. to 2:00 a.m. on January 1st. (Ord. 2737 § 1, 2008; Ord. 2529 § 1, 2004; Ord. 2409 § 3, 2002; Ord. 2031 § 1, 1995; Ord. 1942 § 2, 1993).~~

**9.20.030 Permit required for public display.**

~~It is unlawful for any person to hold, conduct or engage in a public display of fireworks within the city without first having obtained and being the holder of a valid permit issued pursuant to the provisions of this chapter.~~

**9.20.040 Permit fees.**

The fee for inspections related to a permit, processing, and issuing the same shall be \$100.00, payable at the time of application. In addition, in the event that the location specified in the permit has unusual parameters, limitations or risks requiring inspection over and above that anticipated in the establishment of this fee (that is, in excess of one hour), a charge for inspection shall be paid by the applicant equal to the actual cost of providing the inspection and in no case more than a total of five thousand dollars for any one permit.

**9.20.050 Issuance – Nontransferable – Voiding.**

Each public display permit issued pursuant to this chapter shall be valid for the specific authorized public display event only, shall be used only by the designated permittee and shall be nontransferable. Any transfer or unauthorized use of a permit is a violation of this chapter and shall void the permit granted in addition to all other sanctions provided in this code.

**9.20.060 Application for public display permit.**

A person desiring to make a public display of fireworks shall apply in writing for a permit to hold, conduct or operate a public display of fireworks to the Marysville fire marshal at least 30 days prior to the scheduled event. Applicants shall meet all qualifications and requirements of state law regarding public display of fireworks and all fire and safety requirements as set forth in the standards for public display.

The application must include:

- (1) a copy of the applicant's Washington state pyrotechnic operator license (or the pyrotechnic operator license of the applicant's employee who will conduct the public display);
- (2) evidence of a bond issued by an authorized surety or a certificate of public liability insurance;
- (3) a drawing showing a plan view of the fireworks discharge site and the surrounding area within a 500-foot radius;
- (4) the exact location, date and time of the proposed display; and
- (5) the number, type and class of fireworks to be displayed, the manner in which the fireworks are being stored prior to the public fireworks display.

The fire marshal may impose other requirements on the application.

The fire marshal shall investigate whether the character and location of the display as proposed would be hazardous to property or dangerous to any person. Based on the investigation, the official shall submit a report of findings and a recommendation for or against the issuance of the permit, together with reasons, to the city council.

**9.20.070 Standards for public fireworks displays ~~Permit procedure.~~**

A. All public fireworks displays shall conform to the standards and conditions imposed by the fire marshal and city council. The minimum standards and conditions will be consistent with the International Fire Code and the fire marshal or city council may impose any other requirements

that are reasonably related to public safety and fire prevention. All public fireworks displays shall comply with chapter 70.77 RCW.

B. All public fireworks displays must be planned, organized, and discharged by a state-licensed pyrotechnician.

C. A permit must be obtained from the city and approved by the fire marshal or designee prior to any public display of fireworks.

D. The permit may be immediately revoked at any time deemed necessary by the fire marshal or designee due to any noncompliance with the permit, law, or rule, weather conditions such as extremely low humidity or wind factor, accidental ignition of any form of combustible or flammable material in the vicinity of the public display due to falling debris from the display, or any other reason where the fire marshal or designee determines that public safety or fire prevention require the public display to be cancelled.

E. Areas of public access shall be determined by the fire marshal or designee and maintained in an approved manner. Any adult person, firm, partnership, corporation or association may apply for a fireworks permit; provided, that the applicant must hold a current business license issued by the city, and must be, or be sponsored by, a person or entity which has a permanent address within the city limits. The application shall be filed with the business licensing specialist or designee.

The application shall include the following:

(1) Proof that the applicant has been issued a fireworks license or permit by the Chief of the Washington State Patrol acting through the city's fire marshal;

(2) A description of the proposed location of the fireworks;

(3) Proof that the applicant has an insurance policy with bodily injury liability limits of \$50,000/\$1,000,000 for each person and occurrence and \$50,000 for property damage liability for each occurrence. The city shall be named as an additional insured on the policy;

(4) An annual license fee of \$100.00;

(5) Subject to MMC 9.20.080, such permit shall be issued if the application meets the requirements of Chapter 70.77 RCW and all ordinances of the city of Marysville. (Ord. 2890 § 1, 2012; Ord. 2737 § 1, 2008; Ord. 2409 § 4, 2002; Ord. 2031 § 2, 1995; Ord. 1592, 1987; Ord. 1241 § 2, 1982; Ord. 1235 § 3, 1982).

### **9.20.080 Action by city council.**

Upon seven days' advance written notice to the applicant, the city council shall consider the application at a public meeting. The applicant may offer testimony at the meeting, subject to the city council's rules of procedure. The city council shall consider the report and recommendations of the fire marshal and any additional evidence. The city council may deny the application if it does not meet the requirements of chapter 70.77 RCW or this chapter or if the proposed display would be hazardous to property or dangerous to any person. The city council may impose any conditions that are reasonably related to public safety or fire prevention. Upon seven days'

~~advance written notice to the applicant, the city council shall hold a public meeting on the issuance of a fireworks permit. The city council shall have power, in its discretion, to grant or deny the application, subject to reasonable conditions, if any, as it shall prescribe.~~ The decision of the city council with respect to an application shall be final. (Ord. 2890 § 2, 2012; Ord. 2737 § 1, 2008; Ord. 1241 § 3, 1982; Ord. 1235 § 4, 1982).

#### **9.20.090 Issuance of – Nontransferable.**

Upon approval by the city council of a fireworks permit, the city clerk shall issue the same to the applicant, who thereafter shall be the permittee. The permit shall be for a ~~term of one year~~ specific public display with the date, time, and place specified. No permit shall be transferable without express approval by the city council. (Ord. 2737 § 1, 2008; Ord. 2409 § 5, 2002; Ord. 1235 § 5, 1982).

#### **9.20.100 Special effects for entertainment media.**

Any person desiring to assemble, compound, use, or display of articles pyrotechnic or special effects in the production of motion pictures, radio or television productions, or live entertainment shall apply for a permit utilizing the procedures of this chapter. Such special effects shall be under the direction and control of a pyrotechnic operator licensed by the state of Washington.

#### **9.20.110 Operation of fireworks stands Enforcement.**

A. The fire chief, or designee, is authorized to enforce all provisions of this chapter and, in addition to criminal sanctions or civil remedies, he may revoke any permit issued pursuant to this chapter upon any failure or refusal of the permittee to comply with the orders and directives of the fire chief or designee, and/or to comply with any provisions of this chapter or other requirements of the municipal code.

B. The police chief and commissioned police officers of the Marysville Police Department are authorized to enforce all provisions of this chapter. The party holding the fireworks permit shall operate the fireworks stand exclusively by and through its employees, members or designees. At least one adult person (age 18 or over) shall be present at all times a fireworks stand is open to the public. No person under 16 years of age shall be allowed to sell fireworks or remain within a fireworks stand when it is open to the public. (Ord. 2737 § 1, 2008; Ord. 1778 § 2, 1990; Ord. 1241 § 4, 1982; Ord. 1235 § 6, 1982; Ord. 479 § 11, 1962).

#### **9.20.120 Penalties for violations Temporary fireworks stand specifications.**

A. Any person possessing, using, discharging, igniting, or exploding any consumer firework in violation of this chapter has committed a civil infraction.

1. For a period of 365 days after the effective date of this ordinance, a violation of this subsection shall be a class 3 civil infraction.

2. For the period beginning on the 366th day after the effective date of this ordinance until the 730th day after the effective date of this ordinance, a violation of this subsection shall be a class 2 civil infraction.



3. Beginning on the 731st day after the effective date of this ordinance, a violation of this subsection shall be a class 1 civil infraction.

B. Any person selling or transferring any consumer firework in violation of this chapter is guilty of a misdemeanor.

C. Any person possessing, using, selling, transferring, discharging, igniting, or exploding any display firework in violation of this chapter is guilty of a gross misdemeanor.

D. Any person possessing, using, selling, transferring, discharging, igniting, or exploding any dangerous firework, as defined by state law, is guilty of a gross misdemeanor.

E. Any fireworks that are possessed or used in violation of this chapter may be confiscated. All retail sales of consumer fireworks shall be permitted only from a retailer at a retail fireworks stand or outlet that is temporary, and the sale from any other building or structure is prohibited.

A retail fireworks stand shall be subject to the following provisions, unless preempted by state wide standards, in which event the state wide standards shall apply:

(1) No retail fireworks stand shall be located within 25 feet of any other building, nor within 50 feet of any gasoline station.

(2) Retail fireworks stands shall be temporary and need not comply with the provisions of the building code of the city; provided, however, that all stands shall be erected under the supervision of the fire chief, as defined elsewhere in this code, who shall require that the stand be constructed in a manner which shall ensure the safety of attendants and patrons, shall be wired according to state or national electrical code, and shall satisfy any state wide standards issued by the State Director of Fire Protection. At least two approved fire extinguishers with 2.5 gallons apiece, or equivalent, shall be maintained at each stand at all times.

(3) Each stand must have two exits.

(4) No retail fireworks stand shall be located closer than 600 feet to another fireworks stand.

(5) All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.

(6) "No Smoking" signs shall be prominently displayed on the fireworks stand.

(7) Each retail fireworks stand shall be operated by adults only. No fireworks shall be left unattended in a stand.

(8) All unsold stock and accompanying litter shall be removed from the location by 12:00 noon on the sixth day of July of each year.

(9) The retail fireworks stand shall be disassembled and removed from the location by 12:00 noon on the sixth day of July of each year. (Ord. 2737 § 1, 2008; Ord. 2409 § 6, 2002; Ord. 1778 § 3, 1990; Ord. 479 § 12, 1962).

**~~9.20.125—Enforcement—Revocation of permit.~~**

~~The city fire marshal shall be authorized to enter and inspect all fireworks stands to assure compliance with the provisions of this chapter and to protect the public health, safety and welfare. The fire marshal is authorized to temporarily revoke any permit, for cause. Any party aggrieved by such revocation shall have the right to appeal the same to the city council within 10 days thereafter. The decision of the city council shall be final. (Ord. 2737 § 1, 2008; Ord. 1235 § 7, 1982).~~

**~~9.20.130—Penalties for violations.~~**

~~(1) Any person violating this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not exceeding \$1,000, or by imprisonment in the jail for a period not exceeding 90 days, or by both such fine and imprisonment. Further, the license shall be revoked.~~

~~(2) Any person violating portions of this chapter specifically designated by this chapter or by RCW as gross misdemeanor or misdemeanor, upon conviction shall be guilty and punished for gross misdemeanor by a fine not to exceed \$5,000 or by imprisonment in jail for a period not to exceed 365 days or by both such fine and imprisonment; for misdemeanor by a fine not to exceed \$1,000 or by imprisonment in jail for a period not to exceed 90 days or by both such fine and imprisonment.~~

~~(3) Civil Infraction.—~~

~~(a) Violations involving possession or discharge of small quantities of fireworks, unless specifically designated in this chapter or RCW as gross misdemeanor or misdemeanor, is a civil infraction, and may be cited as a “civil infraction.”~~

~~(i) Upon finding that a violation has been committed the person committing the act shall be assessed an amount not to exceed \$500.00 plus applicable statutory assessments.~~

~~(ii) Such penalty is in addition to any other remedies or penalties specifically provided by law; nothing in this section precludes the charging of a misdemeanor or gross misdemeanor crime as defined under this chapter or RCW.~~

~~(iii) Three or more of said “civil infractions” within any consecutive two-year period of time shall be cited as a misdemeanor as set forth in subsection (1) of this section.~~

~~(b) “Civil infraction” has the meaning given that term by Chapter 7.80 RCW, the Infraction-Rules for Courts of Limited Jurisdiction (“IRLJ”) and any local rule adopted by the Marysville municipal court. (Ord. 2737 § 1, 2008; Ord. 479 § 13, 1962).~~

# *Index #9*

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

**CITY COUNCIL MEETING DATE: January 11, 2016**

<b>AGENDA ITEM:</b> 2016 Transportation Benefit District Projects	
<b>PREPARED BY:</b> Jeff Laycock, City Engineer	<b>DIRECTOR APPROVAL:</b>  <i>JLB For KN</i>
<b>DEPARTMENT:</b> Engineering	
<b>ATTACHMENTS:</b> 2016 Project Summary 2016 Project Map	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

**SUMMARY:**

Attached for your review and approval are the 2016 Transportation Benefit District projects as recommended by staff. The attachments include a project breakdown with a description of estimated expenditures, project photos and a project map.

**RECOMMENDED ACTION:**

Staff recommends that Council approve the 2016 Transportation Benefit District projects as attached.

# 2016 Transportation Benefit District

- **\$1,800,000 available in estimated funds**
  - **\$200,000 for 2014 project reimbursement**
  - **\$550,000 for sidewalk projects (\$750,000 in Grants)**
    - **Grove Street Ped and Bike Improvements (State Ave to Cedar Ave)**
    - **Marshall Elementary Safe Routes to School (116<sup>th</sup> St NE e/o State Ave)**
    - **Sunnyside Elementary Safe Routes to School (Sunnyside Blvd)**
  - **\$1,050,000 for overlay projects**
    - **88<sup>th</sup> St NE (w/o BNSF to w/o 36<sup>th</sup> Ave NE) - \$250,000**
    - **Grove Street (Ash Ave to Cedar Ave) - \$150,000**
    - **60<sup>th</sup> Dr NE (71<sup>st</sup> St NE to City property) - \$200,000**
    - **136<sup>th</sup> St NE (I-5 bridge to State Ave) - \$75,000**
    - **128<sup>th</sup> St NE (State Ave to 43<sup>rd</sup> Ave NE) - \$250,000**
    - **122<sup>nd</sup> St NE (State Ave to 38<sup>th</sup> Dr NE) - \$125,000**

# Grove Street Ped & Bike <sup>102</sup>

(State Ave to Cedar Ave)

Project Cost Est. \$447,772

\$136,749 TIB Grant  
\$276,500 Ped & Bike Grant  
\$ 34,523 TBD Funds



# Marshall Elementary Safe Routes to School Project (116<sup>th</sup> St NE)

Project Cost Est. \$550,000

\$235,000 Safe Routes to School Grant  
\$ 315,000 TBD Funds



Item 9 - 4



104  
**Sunnyside Elementary Safe  
Routes to School Project  
(Sunnyside Blvd)**

**Project Cost Est. \$310,000**

**\$205,000 Safe Routes to School Grant  
\$ 105,000 TBD Funds**



Item 9 - 5





# 88<sup>th</sup> St NE

(west of BNSF to 36<sup>th</sup> Ave NE)

Project Cost Est. \$250,000



Item 9 - 6



# Grove Street (Ash Ave to Cedar Ave)

Project Cost Est. \$115,000



Item 9 - 7



**60<sup>th</sup> Dr NE**  
**(70<sup>th</sup> St NE to n/o City Property)**

**Project Cost Est. \$165,000**



# 136<sup>th</sup> St NE (I5 to State Avenue)

Project Cost Est. \$70,000



Item 9 - 9



# 128<sup>th</sup> St NE

(State Ave to 43<sup>rd</sup> Ave NE)

Project Cost Est. \$225,000



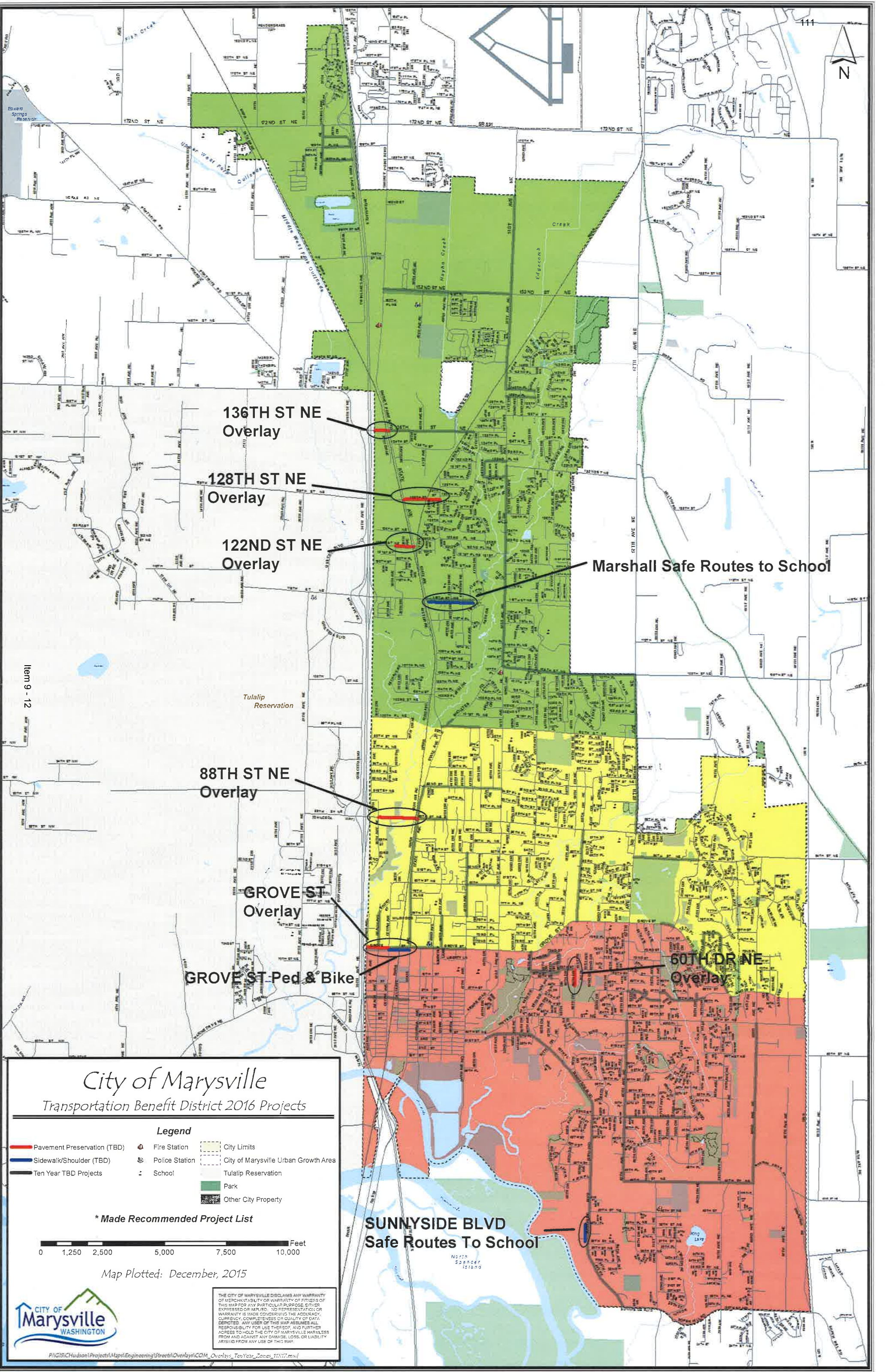
Item 9 - 10

**122<sup>nd</sup> St NE**  
**(State Ave to 38<sup>th</sup> Dr NE)**

**Project Cost Est. \$125,000**



Item 9 - 11



Item 9 - 12

136TH ST NE  
Overlay

128TH ST NE  
Overlay

122ND ST NE  
Overlay

Marshall Safe Routes to School

88TH ST NE  
Overlay

GROVE ST  
Overlay

GROVE ST Ped & Bike

60TH DR NE  
Overlay

SUNNYSIDE BLVD  
Safe Routes To School

# City of Marysville

## Transportation Benefit District 2016 Projects

- Legend**
- Pavement Preservation (TBD)
  - Sidewalk/Shoulder (TBD)
  - Ten Year TBD Projects
  - Fire Station
  - Police Station
  - School
  - City Limits
  - City of Marysville Urban Growth Area
  - Tulip Reservation
  - Park
  - Other City Property

*\* Made Recommended Project List*



Map Plotted: December, 2015



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS MAP FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA REPORTED. ANY USER OF THIS MAP ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS MAP.

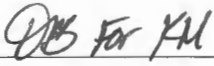
# *Index #13*



CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 11, 2016

<b>AGENDA ITEM:</b> Grant Agreement with the Department of Ecology for the LID Improvements for 1 <sup>st</sup> and 3 <sup>rd</sup> Street Project	
<b>PREPARED BY:</b> Kari Chennault, Water Resources Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works	
<b>ATTACHMENTS:</b> 2 original copies of the Grant Agreement with the Department of Ecology	
<b>BUDGET CODE:</b> 40250594.5563000.D1502 and D1503	<b>AMOUNT:</b> (\$1,585,500) \$528,500
<b>SUMMARY:</b>	

The City of Marysville has been offered \$1,585,500 in grant funding from the Department of Ecology to construct the 1<sup>st</sup> and 3<sup>rd</sup> Street Projects. The two projects are estimated to cost \$2,114,000 to construct and therefore this grant is expected to cover the cost of the project, with a required 25% City match of \$528,500.

This Ecology grant is being offered as a means of improving water quality in Ebey Slough through the installation of green infrastructure to treat stormwater runoff. The design for 1<sup>st</sup> Street consists of bioretention on the north and south sides of the road along with porous sidewalks. The design for 3<sup>rd</sup> Street will provide for 100 percent infiltration for the entire roadway through the use of bioretention systems located at the bulbouts of the intersecting streets.

<b>RECOMMENDED ACTION:</b> 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 \$1,585,500 in grant funding.
---



## Agreement WQC-2016-MaryPW-00006

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.

---

### GENERAL INFORMATION

Project Title:	LID Improvements for 1st and 3rd Streets
Total Cost:	\$2,114,000.00
Total Eligible Cost:	\$2,114,000.00
Ecology Share:	\$1,585,500.00
Recipient Share:	\$528,500.00
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 (a tributary of the Snohomish River system that discharges directly to Puget Sound) through installation of green infrastructure at 1st and 3rd Streets in the city of Marysville. This project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc, and total phosphorus and will also reduce flows by increasing stormwater infiltration.

#### Project Long Description:

Both 1st and 3rd Streets are located in the downtown area of Marysville which is comprised of around 150 acres of developed land that drains to one discharge point. There is currently no stormwater treatment in this area and the discharge point is directed to Ebey Slough, a direct tributary of the Snohomish River, which discharges into the Puget Sound. Ebey Slough is listed as an impaired water body for dissolved oxygen, bacteria, temperature, and pH.

As a means of reducing stormwater related impacts to the listed receiving water bodies, the RECIPIENT has developed a design to retrofit 1st Street (between the railroad tracks just east of the Cedar Avenue and the

intersection of 1st Street and State Avenue) and 3rd Street (between Columbia Avenue and 47th Avenue).

The design for 1st Street consists of bioretention on the north and south sides of the road along with porous sidewalks. The design for 3rd Street will provide for 100 percent infiltration for the entire roadway through the use of bioretention systems located at the bulbouts of the intersecting streets.

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>	Jeff Laycock Project Manager  80 Columbia Ave Marysville, Washington, 98270 Email: jlaycock@marysvillewa.gov Phone: (360) 363-8274
<b>Billing Contact</b>	Brenda Donaldson Engineering Project Aide  80 Columbia Avenue Marysville, Washington, 98270 Email: bdonaldson@marysvillewa.gov Phone: (360) 363-8100
<b>Authorized Signatory</b>	Kari N Chennault Water Resources Manager  80 Columbia Avenue Marysville, Washington, 98270 Email: kchennault@marysvillewa.gov 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  3190 160th Ave SE Bellevue, Washington, 98008-5452 Email: msno461@ecy.wa.gov Phone: (425) 649-7047
<b>Financial Manager</b>	Layne Slone Financial Manager  PO Box 47600 Olympia, Washington, 98504-7600 Email: layne.slone@ecy.wa.gov Phone: (360) 407-6225
<b>Technical Advisor</b>	Douglas Howie Senior Stormwater Engineer  P.O. Box 47600 Olympia, Washington, 98504-7600 Email: douglas.howie@ecy.wa.gov 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**

\_\_\_\_\_  
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: \$40,000.00**

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: Jeff Laycock

**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: \$34,000.00**

Task Title: Design Plans and Specs, Env'l Review for 1st St

### 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-00006



<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: Jeff Laycock

**Design Plans and Specs, Env'l Review for 1st St**

**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: \$15,000.00**

Task Title: Design Plans and Specs, Env'l Review for 3rd St

### 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-00006

<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: Jeff Laycock

**Design Plans and Specs, Env'l Review for 3rd St**

**Deliverables**

Number	Description	Due Date
3.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.11	Proposed Construction Schedule. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.12	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	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.	
3.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one hard copy of Design Report to ECOLOGY Engineer.	
3.5	Responses to ECOLOGY Design Report Comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	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.	
3.8	Responses to ECOLOGY 90 percent Design Plan Comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.9	Ecology 90 percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

## SCOPE OF WORK

Task Number: 4 **Task Cost:** \$50,000.00

Task Title: Construction Management for 1st St

### 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: Jeff Laycock

**Construction Management for 1st St**

**Deliverables**

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Project Schedule. Upload to EAGL using naming convention D4.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
4.4	Revised Cash Flow Estimates when changes in construction schedule occur. Upload to EAGL using naming convention D4.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
4.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.6	Copy of Facility Operation and Maintenance Plan. Upload to EAGL using naming convention D4.6 OPANDMAINTENANCE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
4.7	Stormwater Construction Completion Form. Upload to EAGL using naming convention D4.7 SWCONSTRUCTIONCOMPLETIONFORM and notify ECOLOGY when upload is complete.	
4.8	Project Area Shapefile or ECOLOGY-Approved Equivalent. Upload to EAGL and notify ECOLOGY when upload is complete.	

## SCOPE OF WORK

Task Number: 5 **Task Cost: \$60,000.00**

Task Title: Construction Management for 3rd St

### 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: Jeff Laycock

**Construction Management for 3rd St**

**Deliverables**

Number	Description	Due Date
5.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.3	Project Schedule. Upload to EAGL using naming convention D5.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
5.4	Revised Cash Flow Estimates when changes in construction schedule occur. Upload to EAGL using naming convention D5.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
5.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
5.6	Copy of Facility Operation and Maintenance Plan. Upload to EAGL using naming convention D5.6 OPANDMAINTENANCE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
5.7	Stormwater Construction Completion Form. Upload to EAGL using naming convention D5.7 SWCONSTRUCTIONCOMPLETIONFORM and notify ECOLOGY when upload is complete.	
5.8	Project Area Shapefile or ECOLOGY-Approved Equivalent. Upload to EAGL and notify ECOLOGY when upload is complete.	

**SCOPE OF WORK**

Task Number: 6 **Task Cost: \$915,000.00**

Task Title: Construction for 1st St

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY reviewed plans and specifications complete construction of the project. The construction project will include installation of treatment BMPs sized to mitigate runoff from approximately 1.74 acres of impervious surface.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Appendix N of the funding guidelines for State Fiscal Year 2016 Combined Water Quality Financial Assistance Program or other ECOLOGY-approved method.

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), dissolved copper, dissolved zinc, and total phosphorus.

Recipient Task Coordinator: Jeff Laycock

**Construction for 1st St**

**Deliverables**

Number	Description	Due Date
6.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
6.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
6.3	Construction progress reports and photos included in quarterly reports.	
6.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

**SCOPE OF WORK**

Task Number: 7 **Task Cost: \$1,000,000.00**

Task Title: Construction for 3rd St

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY reviewed plans and specifications complete construction of the project. The construction project will include installation of treatment BMPs sized to mitigate runoff from approximately 1.52 acres of impervious surface.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Appendix N of the funding guidelines for State Fiscal Year 2016 Combined Water Quality Financial Assistance Program or other ECOLOGY-approved method.

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), dissolved copper, dissolved zinc, and total phosphorus.

Recipient Task Coordinator: Jeff Laycock

**Construction for 3rd St**

**Deliverables**

Number	Description	Due Date
7.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
7.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
7.3	Construction progress reports and photos included in quarterly reports.	
7.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

**BUDGET**

**Funding Distribution EG160173**

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	\$ 40,000.00
Design Plans and Specs, Env'l Review for 1st St	\$ 34,000.00
Design Plans and Specs, Env'l Review for 3rd St	\$ 15,000.00
Construction Management for 1st St	\$ 50,000.00
Construction Management for 3rd St	\$ 60,000.00
Construction for 1st St	\$ 915,000.00
Construction for 3rd St	\$ 1,000,000.00

**Total: \$ 2,114,000.00**

**Funding Distribution Summary**

**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	\$ 528,500.00	\$ 1,585,500.00	\$ 2,114,000.00
<b>Total</b>		<b>\$ 528,500.00</b>	<b>\$ 1,585,500.00</b>	<b>\$ 2,114,000.00</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.

“Ecology Administration of Grants and Loans” or “EAGL” means the electronic system Ecology uses to manage grants and loans.

“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 shall 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 shall 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 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 shall 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. Data Reporting: The RECIPIENT must complete and submit the “Clean Water Act Section 319 Initial Data Reporting Sheet” form in EAGL prior to Ecology signing the agreement.
  - B. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on pollutant load reduction for each best management practice (BMP) installed as a part of this project.
  - C. 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 4: 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. Consultant Cap: The RECIPIENT shall ensure that grant or loan funds provided under this agreement to be used 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.
- D. 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.

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.

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) Ensure 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.
- 2) Make 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) Consider 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) Use 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, require the prime contractor to take the five good faith efforts steps in

paragraphs 1 through 5 above.

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 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. 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."

G. 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

Agreement No: WQC-2016-MaryPW-00006  
Project Title: LID Improvements for 1st and 3rd Streets  
Recipient Name: City of Marysville

H. 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 5: 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. State Revolving Fund (SRF) 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 will 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. 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.

F. 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.

G. 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.

H. 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.

#### I. 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.

J. 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.



K. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

L. 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.

M. 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.

N. 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.

**O. Sale or Disposition of Utility:** The RECIPIENT shall 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 ECOLOGY.  
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.

**P. 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.

**Q. 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 shall 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.

R. 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.

WQC TERMS AND CONDITIONS LAST UPDATED 12/15/2015

### 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.

#### 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.frs.gov](http://www.frs.gov) <http://www.frs.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.frs.gov](http://www.frs.gov) <http://www.frs.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 #18*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 01/11/16**

<b>AGENDA ITEM:</b>  Rescission of Approval of Amendment to Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities.	
<b>PREPARED BY:</b> Jon Walker <b>DEPARTMENT:</b> Legal	<b>DIRECTOR APPROVAL:</b>
<b>ATTACHMENTS:</b> 1. Fire District 12 Board Minutes for 12/14/15 2. Fire District 12 Board Minutes for 12/16/15	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

On December 14, 2015, the City Council approved an amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities. At the time the Council believed that Fire District 12 had approved an identical amendment. However, Fire District 12 has not approved the amendment and is contemplating a counterproposal, and further negotiations between FD 12 and the City are anticipated.

**RECOMMENDED ACTION:**

City staff recommends that the Council rescind its previous approval of the amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities.

**SNOHOMISH COUNTY FIRE DISTRICT #12  
BOARD OF COMMISSIONERS  
SPECIAL MEETING  
December 14, 2015**

**CALL TO ORDER**

Chairperson DeMarco called the meeting to order at 5:03 pm.

**The following were in attendance:**

**Commissioners:** \_\_\_\_\_

Dave DeMarco  
Marilyn Sheldon  
Gary Bontrager

**Staff Members:** \_\_\_\_\_

Martin McFalls, Fire Chief  
Chelsie Reece, Finance Manager  
Paula DeSanctis, Secretary

**Guests:** \_\_\_\_\_

Grant Weed, Legal Counsel

DeMarco welcomed Grant Weed and everyone to the meeting. DeMarco asked Finance Manager Reece to review the previously reported asset distribution scenario before discussing the proposed ILA from the City.

Reece gave a brief overview of the asset distribution which included cash balances, City annexation transfers, real property transfers, and apparatus transfers. Reece explained that the biggest variable is the percentage of annexed property into the City. Weed shared that he went over the scenario that Reece had prepared thoroughly and found it to be very sound and accurate. Further analysis is being done to determine the percent of FD12 area annexed into the City over the life of the ILA.

DeMarco asked if there have been any changes by the City to their recently proposed ILA. McFalls stated the proposal stands as is. After much discussion the FD12 Commissioners were in agreement to accept the proposal with a counterproposal that the City terminate the current contract early as of December 31, 2016. Also the Commissioners would like language added to protect FD12 employees.

DeMarco addressed Weed asking him if he would be willing to represent FD12 in negotiating the ILA proposal with the City. Grant stated he was willing, but would need both the Fire District and City officials to agree to sign a waiver of conflict. This would allow Grant Weed to represent FD12 and John Walker would represent the City. Weed asked the Commissioners if they would be opposed to him also talking to the City in regards to the RFA governance issue. All Commissioners



are in agreement that forming an RFA is still the best avenue and gave Weed permission to discuss the possibility of a mediated RFA negotiation with the City.

With no further business the meeting was adjourned at 6:30pm.

\_\_\_\_\_  
District Secretary

\_\_\_\_\_  
Date

**SNOHOMISH COUNTY FIRE DISTRICT #12  
BOARD OF COMMISSIONERS  
SPECIAL MEETING  
December 16, 2015**

**CALL TO ORDER**

Chairperson DeMarco called the meeting to order at 8:00 pm.

**The following were in attendance:**

**Commissioners:**

Dave DeMarco  
Marilyn Sheldon  
Gary Bontrager

**Council Members:**

Rob Toyer  
Donna Wright

**Staff Members:**

Martin McFalls, Fire Chief  
Paula DeSanctis, Secretary

DeMarco Thanked the MFD Board members for joining the FD12 special Meeting to have the chance to inform them of the recent talks between FD12 and the City of Marysville. DeMarco outlined the series of talks between FD12 and the City of Marysville.

- RFA Committee formed.
- The City issued a letter of termination.
- RFA talks stalled.
- City proposed an amended ILA.

DeMarco explained the City proposed changes to the ILA as follows:

- Form an Operations Committee consisting of the Fire Chief, the Mayor, and the Chief Administrative Officer of the City to oversee the operations of the District.
- Operating Fund - The Fire District would use the City Finance department for the issuance of accounts payable and payroll checks. This would allow the City to have access to run financial reports.
- Financial Contribution by City. No payment formula is defined, rather each year an agreement as to the financial contribution by the City for the ensuing year will be finalized by September 30<sup>th</sup>.
- Employment of Personnel. The payroll functions will move from the county to the city. This will allow the City to run needed payroll reports.

DeMarco informed the Board members that FD12 has been exploring all options available. DeMarco shared that Finance manager Reece has prepared a possible asset distribution scenario between FD12 and the City of Marysville, if Marysville Fire District were to dissolve without forming

an RFA. FD12 other option would be (1) regionalization with other neighboring entities, (2) dissolving FD12 into neighboring Districts, or (3) contracting back from the City of Marysville Fire Department for services.

DeMarco informed the Board members that FD12 has met with attorney Grant Weed who has reviewed the City proposed ILA. All FD12 Commissioners were in agreement to accept the proposal with a counterproposal that the City terminate the current contract early as of December 31, 2016. Also the Commissioners would like language added to protect FD12 employees. The FD12 Commissioners have asked attorney Grant Weed to represent FD12 in negotiating the ILA proposal with the City.

Toyer thanked the FD12 Commissioner for informing them of their position and their intentions. Toyer stated he does not want to see the two split. He asked if there was a way to get back to the RFA talks. DeMarco assured him that all the Commissioners still feel that an RFA would be the best decision for everyone involved and that Attorney Grant Weed will be discussing the possibility of mediated talks in his negotiations.

With no further business the meeting was adjourned at 8:17pm

\_\_\_\_\_  
District Secretary

\_\_\_\_\_  
Date Approved

*Update*  
*Index #17*

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

**CITY COUNCIL MEETING DATE: January 11, 2016**

AGENDA ITEM: Community and Housing Development Citizen Advisory Committee Appointments	AGENDA SECTION:	
PREPARED BY: Amy Hess, Assistant Planner	APPROVED BY:	
ATTACHMENTS: Ordinance 2897		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

On October 13, 2014 Marysville City Council confirmed the appointments of the youth, parks board, planning commission and council members to serve on the Community and Housing Development Citizen Advisory Committee (CAC). On July 9, 2012 Marysville City Council confirmed the appointments of the civic, business, faith and senior members to the CAC. The CAC makes recommendations to City Council related to the City's Community Development Block Grant (CDBG) program.

The youth, parks board, planning commission and council member terms are for 1 year and expired on July 9, 2015. The civic, business, faith and senior member terms are for three (3) years and also expired on July 9, 2015. Mayor Nehring is requesting the following appointments to the CAC:

<b>First</b>	<b>Last</b>	<b>Representing</b>	<b>Term</b>
Peter	Condyles	Youth	1 year (maximum of 3-terms)
Brooke	Hougan	Parks Board	1- year
Steve	Lebo	Planning Commission	1-year
		Council	1-year
Donna	Wright	Council	1-year
Daryn	Bundy	Business	3-year
Greg	Kanehen	Faith	3-year
Jodi	Condyles	Civic	3-year

**RECOMMENDED ACTION:**

Mayor Nehring recommends City Council confirm the appointments to the Community and Housing Development Citizen Advisory Committee.

**COUNCIL ACTION:**

**CITY OF MARYSVILLE**  
Marysville, Washington

**ORDINANCE NO. 2897**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
ESTABLISHING A CITIZEN ADVISORY COMMITTEE FOR HOUSING AND  
COMMUNITY DEVELOPMENT; AND ADDING A NEW CHAPTER 2.92 TO  
THE MARYSVILLE MUNICIPAL CODE.**

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

Section 1. A new Chapter 2.92 of the Marysville Municipal Code, entitled Citizen Advisory Committee for Housing and Community Development, is hereby adopted to read as follows:

**2.92.010 Advisory committee established.**

The citizen advisory committee for housing and community development is hereby established. The purpose of the committee is to act as an advisory board to city staff, the mayor and city council related to Community Development Block Grant (CDBG) plans and funding.

**2.92.020 Membership and terms of office.**

(1) Membership. The citizen advisory committee for housing and community development shall consist of nine (9) members who shall serve without compensation, each of whom shall be appointed by the mayor, subject to confirmation by the city council.

(2) Terms of appointment. With respect to the members appointed and confirmed to serve on the committee, the following provisions shall apply:

(a) All members shall reside within the corporate limits of the city.

(b) Appointments shall reflect a balance of interests and should be equally proportionate and contain no more than:

(i) Four (4) members shall represent the following communities, entities, or interests: business, educational, faith, charity, civic, low- and moderate-income persons, persons with disabilities, senior citizens, racially and ethnically diverse populations.

(ii) One (1) member shall be a youth representative of high school age.

(iii) Two (2) members shall be city council members.

(iv) One (1) member shall be a representative of the Marysville planning commission.

(v) One (1) member shall be a representative of the parks and recreation board.

(c) The terms of the members shall be as follows:

(i) Members appointed under subsection 2(b)(i) shall serve three (3) year terms.

(ii) The youth representative shall be appointed to at least a one (1) year term, but may be appointed to as much as a three (3) year term; and

(iii) The council, planning commission and parks and recreation board representatives shall be appointed to a one (1) year term.

(d) If a vacancy is created prior to the expiration of any member's term, the vacancy shall be filled by a person appointed by the mayor, subject to council confirmation. A person so appointed shall serve the remainder of the unexpired term.

(e) The mayor may remove any committee member from office whenever it is deemed to be in the public interest.

#### **2.92.030 Committee organization.**

The citizen advisory committee for housing and community development shall annually elect one of its members to serve as chairperson. Each of the members shall have one vote in all business coming before the committee. Five (5) members shall constitute a quorum for the transaction of business. A majority vote of those members present shall be necessary for the adoption or approval of any recommendation. The mayor shall appoint staff to assist the committee in the preparation of those reports and records as are necessary for the proper operation of the committee. The committee shall hold public meetings as necessary, and the notice of the time and place thereof shall be published as required by law and kept in the office of the city clerk.

#### **2.92.040 Advisory duties and responsibilities.**

The citizen advisory committee for housing and community development shall have the following advisory duties and responsibilities:

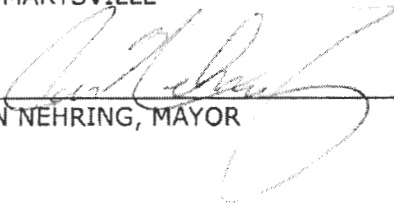
- (1) Evaluation and recommendation of a consolidated plan, and amendments thereto;
- (2) Evaluation and recommendation of an annual action plan, and amendments thereto;
- (3) Evaluation and recommendation on funding requests submitted to the city;
- (4) Review of program performance reports; and
- (5) Perform such other duties as may be requested by the mayor and city council.

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

Section 3. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council and APPROVED by the Mayor this 14<sup>th</sup> day of May, 2012.


CITY OF MARYSVILLE

By:   
JON NEHRING, MAYOR

Attest:

By:   
SANDY LANGDON, CITY CLERK

Approved as to form:

By:   
GRANT K. WEED, CITY ATTORNEY

Date of Publication: 5/16/12

Effective Date: 5/21/12