

Marysville City Council Meeting**November 27, 2017****7:00 p.m.****City Hall****Call to Order****Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations**

A. SERS Briefing

B. Proclamation Honoring City Councilmember Donna Wright.

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

1. Approval of the October 23, 2017 City Council Meeting Minutes.
2. Approval of the November 6, 2017 City Council Work Session Minutes.
3. Approval of the November 13, 2017 City Council Meeting Minutes.

Consent

4. Approval of the November 7, 2017 Claims in the Amount of \$337,531.50 Paid by EFT Transactions and Check Number 120532 through 120676 with Check Numbers 117549 and 118416 Voided.
5. Approval of the November 15, 2017 Claims in the Amount of \$1,555,224.89 Paid by EFT Transactions and Check Number 120677 through 120830 with Check Numbers 110709, 116834, 117191 and 117496 Voided.

Review Bids

6. Consider Awarding the Bid for the Citywide Intersection Improvement Project to Totem Electric of Tacoma in the Amount of \$264,849.00 and Approve a Management Reserve of \$30,000.00 for a Total Allocation of \$294,849.00.

Marysville City Council Meeting

November 27, 2017

7:00 p.m.

City Hall

Public Hearings

7. Consider an **Ordinance** of the City of Marysville Levying Regular Taxes Upon all Property Real, Personal, and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2018.
8. Consider an **Ordinance** of the City of Marysville Levying EMS Taxes Upon all Property Real, Personal, and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2018.
9. Consider an **Ordinance** Prohibiting Supervised Drug Consumption Facilities.

New Business

10. Consider an **Ordinance** Establishing a Local Emergency Management Organization.
11. Consider a **Resolution** Adopting a Comprehensive Emergency Management Plan.
12. Consider a **Resolution** Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale and Disposal thereof.
13. Consider Approving the 3rd Street Low Impact Development and Roadway Improvement Project with SRV Construction, Inc., Starting the 45-day Lien Filing Period for Project Closeout.
14. Consider Approving the 2017 Pavement Preservation Program Project with Cadman Materials, Inc., Starting the 45-day Lien Filing Period for Project Closeout.
15. Consider Approving the 2017-2019 Biennial Stormwater Capacity Grant Agreement with the Department of Ecology Allowing the City to be Funded \$50,000 in Grant Funding.
16. Consider Approving the Cost Sharing Partnership with Tulalip Tribes for Wetland Monitoring.
17. Consider a **Resolution** and Approving Transferring Ownership of Canine Hawkeye to Officer Stacey Dreyer.
18. Consider Approving the First Amendment to Interlocal Agreement for Provision of Services between the City of Marysville and Marysville School District dated January 12, 2017.
19. Consider Approving the Third Amendment to Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016.

Marysville City Council Meeting**November 27, 2017****7:00 p.m.****City Hall****Legal****Mayor's Business****Staff Business****Call on Councilmembers****Adjournment/Recess****Executive Session**

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

Reconvene**Adjournment**

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.

B



PROCLAMATION

Honoring City Councilmember Donna Wright

WHEREAS, Donna Wright served as a Marysville City Councilmember from 1990 through 1999 and again from 2002 through 2017, for a collective 25 years of dedicated public service; and

WHEREAS, Councilmember Wright’s commitment to public safety is demonstrated by her service over the years on the LEOFF 1 Disability Board, the Public Safety Committee, the Marysville Fire District Board and the Police Advisory Committee; and

WHEREAS, her passion for public health led to Councilmember Wright’s 25 years on the Snohomish Health District Board and nine years on the Washington State Board of Health; and

WHEREAS, Councilmember Wright also represented the City of Marysville at the county, regional, state and national levels with distinguished service on many bodies including:

- Snohomish County Housing & Community Development Block Grant Technical Advisory Board
- Snohomish County Association of Cities and Towns (Past President)
- Navy Affairs Committee
- Committee for Homeport Impact Preparation (Chair)
- Puget Sound Regional Council Growth Management Policy Board
- Association of Washington Cities Legislative Committee
- National League of Cities Finance, Administration & Intergovernmental Relations (FAIR) Board
- National Small Cities Council; and

WHEREAS, during Councilmember Wright’s tenure the City of Marysville has made hundreds of improvements to better serve residents and visitors that include as highlights:

- Ebey Waterfront Park and Trail development; Opera House renovation and cultural programming; and many other park acquisitions and improvements;
- Street improvements on SR 528, State Avenue, 88th Street Northeast, Grove Street, 3rd Street, 1st Street, the 152nd Street Overpass and the coming 1st Street Bypass Project; and major utility upgrades to city water service and wastewater and storm water treatment;
- New public facilities including a new library, City Hall and community center; and

WHEREAS, the City of Marysville has experienced tremendous growth and progress during her tenure, and through her dedication and leadership, Councilmember Wright has made countless positive contributions to the Marysville community;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby thank and honor Donna Wright for her 25 years of dedicated and distinguished service to the City of Marysville.

Under my hand and seal this twenty-seventh day of November, 2017.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Excuse the absence of Jeff Vaughan	Approved
Committee Reports	
Presentations	
Hospice of the Northwest	Presented
Proclamation: Declaring November 2017 Hospice Month in the City of Marysville	Presented
Service Award – Andrea Kingsford, 10-Years	Presented
Audience Participation	
Approval of Minutes	
Approval of the October 2, 2017 City Council Work Session Minutes	Approved
Consent Agenda	
Approval of the October 4, 2017 Claims in the Amount of \$2,276,461.37 Paid by EFT Transactions and Check Numbers 119783 through 119911 with No Check Numbers Voided.	Approved
Approval of the October 11, 2017 Claims in the Amount of \$901,013.89 Paid by EFT Transactions and Check Numbers 119912 through 120089 with Check Number 119406 Voided.	Approved
Approval of the October 18, 2017 Claims in the Amount of \$299,982.14 Paid by EFT Transactions and Check Numbers 120090 through 120196 with Check Number 117088 Voided.	Approved
Review Bids	
Public Hearings	
New Business	
Consider a Resolution Revising Park Facility Rental Fees.	Approved Res. No. 2424
Consider an Agreement with Wave Business Solutions, LLC for the Purchase of 30 Year Irrevocable Right of Use for Fiber to the Edwards Springs Water Treatment Plant.	Approved
Consider the Sunnyside Safe Routes to School Project with Northend Excavating Inc. Starting the 45-day Lien Period for Project Closeout.	Approved
Consider the Agreement Establishing an Interagency Child Abduction Response Team (ICART).	Approved
Consider the Final Plat of Davis Meadows	Approved
Consider the Professional Services Agreement Supplemental No. 1 with RH2 Engineering, Inc. for Water Supply Operational Strategy.	Approved
Consider the Letter to be sent to the Puget Sound Regional Council, Growth Management Policy Board.	Approved
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:08 p.m.

COUNCIL



DRAFT
MINUTES

Regular Meeting
October 23, 2017

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. Pastor Steve Swanson of Vital Signs Ministry / Mission Aviation Training Academy gave the invocation.

Roll Call

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

Mayor: Jon Nehring

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

Absent: Jeff Vaughan

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

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve the agenda with the addition of item C – *Service Awards* under Presentations. **Motion** passed unanimously (6-0).

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

Committee Reports

Jeff Seibert reported on the October 18 Finance Committee meeting where there was a budget update. The budget is tracking as normal. Sales tax without construction is up 5.4%. There was also a presentation on the Opera House. So far this year they have a \$9347 profit.

Steve Muller reported that the RFA committee has been meeting regularly and is making good progress on governance. There are still three issues coming up that will require some negotiations.

Presentations

- A. Hospice of the Northwest
- B. Proclamation: Declaring November 2017 Hospice Month in the City of Marysville

Mayor Nehring read the Proclamation declaring November 2017 as National Hospice Month in the City of Marysville and encouraging all Marysville residents to increase their understanding and awareness of options of care at the end of life and to share their wishes with family, loved ones, and their health professionals. Representatives from Hospice of the Northwest received the Proclamation.

- C. Service Award – Andrea Kingsford

Tara Mizell presented a 10-year service award to Andrea Kingsford, Recreation Coordinator.

Audience Participation

Seth Simpson, 10305 State Avenue, spoke regarding I-502 and in support of allowing access to marijuana in Marysville. He spoke to the large amount of revenue this could generate for the City in terms of sales tax and new jobs. He read a letter from the City of Des Moines praising his business in that city. He stated that it is their desire to create a positive environment in the City of Marysville.

Josh Cornutt, 10305 State Avenue, spoke regarding I-502 access to marijuana in Marysville. He commented that he and his partner have a large investment in their business already. He spoke to the importance of getting their business open before the Tribes do. He discussed a non-profit organization he has created to help someone hurt in the industry and also other causes related to the industry.

Kurt Vanderwel, 8029 51st Avenue, Marysville, WA, discussed safety issues related to a 5-acre piece of property referred to as Spook Woods.

Director Koenig reviewed some of the communications staff has had with the property owners. Director Nielsen and Chief Smith indicated they would address the property if they can get the property owners' permission. Councilmember Muller recommended forwarding the arborists' letter regarding dangerous trees to the property owner.

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

- 1. Approval of the October 2, 2017 City Council Work Session Minutes.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to approve the October 2, 2017 Work Session Minutes. **Motion** passed unanimously (6-0).

Consent

2. Approval of the October 4, 2017 Claims in the Amount of \$2,276,461.37 Paid by EFT Transactions and Check Numbers 119783 through 119911 with No Check Numbers Voided.
3. Approval of the October 11, 2017 Claims in the Amount of \$901,013.89 Paid by EFT Transactions and Check Numbers 119912 through 120089 with Check Number 119406 Voided.
4. Approval of the October 18, 2017 Claims in the Amount of \$299,982.14 Paid by EFT Transactions and Check Numbers 120090 through 120196 with Check Number 117088 Voided.

Motion made by Councilmember Toyer, seconded by Councilmember Stevens, to approve Consent Agenda items 2, 3, and 4. **Motion** passed unanimously (6-0).

Review Bids

Public Hearings

New Business

5. Consider a Resolution Revising Park Facility Rental Fees.

Director Ballew stated that at last month's Park and Advisory Board meeting they discussed changing facility rental fees as attached to the Council packet. He discussed the justification for the fee increases due to the large demand on the facilities.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to approve the Resolution No. 2424. **Motion** passed unanimously (6-0).

6. Consider an Agreement with Wave Business Solutions, LLC for the Purchase of 30 Year Irrevocable Right of Use for Fiber to the Edwards Springs Water Treatment Plant.

Worth Norton reviewed the agreement regarding fiber to Edward Springs Water Treatment Plant to provide for needed monitoring needs and security features.

Motion made by Councilmember Wright, seconded by Councilmember Toyer, to approve the Agreement with Wave Business Solutions, LLC for the Purchase of 30 Year Irrevocable Right of Use for Fiber to the Edwards Springs Water Treatment Plant. **Motion** passed unanimously (6-0).

7. Consider the Sunnyside Safe Routes to School Project with Northend Excavating Inc. Starting the 45-day Lien Period for Project Closeout.

Director Nielsen explained this was a great project with Northend Excavating which changed the look of the frontage along the school.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to authorize the Mayor to accept the Sunnyside Safe Routes to School Project with Northend Excavating Inc. Starting the 45-day Lien Period for Project Closeout. **Motion** passed unanimously (6-0).

8. Consider the Agreement Establishing an Interagency Child Abduction Response Team (ICART).

Chief Smith explained this is a Snohomish County Initiative to deal with child abduction cases.

Motion made by Councilmember Stevens, seconded by Councilmember Seibert, to approve the Agreement Establishing an Interagency Child Abduction Response Team (ICART). **Motion** passed unanimously (6-0).

9. Consider the Final Plat of Davis Meadows

Director Koenig explained that the plat has been constructed to the standards that were approved by the Hearing Examiner.

Motion made by Councilmember Stevens, seconded by Councilmember Wright, to approve the Final Plat of Davis Meadows. **Motion** passed unanimously (6-0).

10. Consider the Professional Services Agreement Supplemental No. 1 with RH2 Engineering, Inc. for Water Supply Operational Strategy.

Director Nielsen reviewed this item. This is a no-cost time extension for the PSA Supplemental No. 1.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to authorize the Mayor to sign and execute the Professional Services Agreement Supplemental No. 1 with RH2 Engineering, Inc. for Water Supply Operational Strategy. **Motion** passed unanimously (6-0).

11. Consider the Letter to be sent to the Puget Sound Regional Council, Growth Management Policy Board.

Director Koenig explained that the PSRC has a 30-day comment period on the draft Regional Centers Framework that was produced by the Growth Management Policy Board. He reviewed the process and some background on the matter.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve the Letter to be sent to the Puget Sound Regional Council, Growth Management Policy Board. **Motion** passed unanimously (6-0).

Legal

Mayor's Business

- The SnoPac and SnoCom boards have approved a consolidation. It will now go before each Council to discuss ratification.

Staff Business

Dave Koenig reported that seven property owners have taken advantage of the two-year extension for plats.

Chief McFalls had no comments.

Jim Ballew:

- The Opera House has been very busy.
- Parks is getting ready for the holidays and winter weather.

Kevin Nielsen:

- Public Works was responding to fall storm issues over the weekend.
- The filtration plant at Sunnyside is live. They are producing about 50% of the capacity that comes out of there and blending it with the south end water.
- There will be a Public Works Committee on November 3.

Jon Walker had no comments.

Sandy Langdon had no comments.

Chief Smith:

- Tip a Cop at Red Robin went well.
- Police will work on the Spook Woods issue. Over the past month, police have identified camps, made a number of arrests, and had numerous discussions with the Tribes about the 116th Street area where there have been numerous issues with transients and illegal camping. The Tribes are supposedly going to clean it up this week.
- He stated there is no need for a Public Safety meeting this week, but one may be needed in early November.
- He referred to the two gentlemen who spoke regarding the marijuana business and emphasized his position remains unchanged. He clarified that what they read was a letter from the Mayor of Des Moines, not from the police chief. The City of Des Moines was bent in the direction of allowing producer/producer or

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retail sites. When he followed up with the police chief, he was informed that the crime in the area is the same as it was before. He stressed that marijuana made today has a much higher THC content than the marijuana from earlier years. Therefore the toxicity and the potency of the drug is much higher. There are a lot more people being admitted to the emergency room for using marijuana including both those of age and those under age. There is no evidence to support the backing of what these gentlemen are trying to do in Marysville.

- He commented that the SnoPac/SnoCom consolidation will improve efficiency and will save money.

Call on Councilmembers

Donna Wright commended Chief Smith and Mayor Nehring for their work on the SnoCom/SnoPac consolidation.

Jeff Seibert had no comments.

Michael Stevens thanked Chief Smith for his comments regarding the marijuana issue. He commended Director Koenig for his continued good work on the PSRC matter.

Rob Toyer had no comments.

Steve Muller had no comments.

Kamille Norton had no comments.

Adjournment

The meeting was adjourned at 8:08 p.m.

Approved this _____ day of _____, 2017.

Mayor
Jon Nehring

Index #2

COUNCIL*DRAFT*
MINUTES

Work Session
November 6, 2017

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, Jeff Seibert, Michael Stevens, Jeff Vaughan, and Donna Wright

Absent: Kamille Norton, Rob Toyer

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

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to excuse the absence of Councilmembers Toyer and Norton. **Motion** passed unanimously (5-0).

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

Committee Reports

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Councilmember Seibert reported on the November 3 Public Works Committee Meeting where the Committee discussed truck parking regulations and took a tour of the Sunnyside Water Treatment Plant.

Councilmember Seibert then reported on the Economic Development Committee where the following items were discussed:

- A full review of the Amazon presentation
- A presentation on the Tourism Promotion Area
- The Economic Development video presentation
- Marysville-Tulalip Chamber/City partnership on certain events at the Opera House

Presentations

A. 2018 Session Preview

Al Aldrich, Senior Vice President, Strategies 360 reviewed successes from 2017 and then discussed the 2018 Session which begins in January. He noted that the Legislature's top priority is to pass a Capital Budget so that critical community projects can move forward. The second big issue is telecom for 5G phone service. Another big issue for the state is behavioral health facilities. Local issues include the Grove Street overcrossing and a new public safety building. CAO Hirashima distributed the Scope of Work for the 2018 contract with Strategies 360.

B. Police Recruitment Video

Communications Officer Connie Mennie and CAO Hirashima presented the Police Department's recruitment video which was produced by a local company.

C. Economic Development Video

Communications Officer Mennie presented the Economic Development Video on why businesses should locate their businesses in Marysville.

Discussion Items

1. An Ordinance Prohibiting Supervised Drug Consumption Facilities.

City Attorney Walker explained that this would put a six-month moratorium in place. He explained that if Council wished to move forward with this there is a requirement to hold a public hearing. There was consensus to notice this for a hearing on November 27.

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

2. Approval of the October 9, 2017 City Council Meeting Minutes.

Consent

3. Approval of the October 25, 2017 Claims in the Amount of \$574,903.11 Paid by EFT Transactions and Check Number 120197 through 120369 with Check Number's 93664, 93721, 93927, 93945, 94035, 94290, 94322, 94392, 94427, 94468, 94626, 94915, 94943, 94977, 95242, 96238, 96680, 96879, 96902, 97146, 97307, 97916, 98612, 98908, 99512, 99840, 100070, 100117, 100229, 100840, 101230, 101303, 101525, 102172, 102191, 102347, 102467, 102631, 102838, 102915, 102975, 103321, 103522, 103819, 103964, 103992, 104020, 104077, 104148, 104225, 104271, 104583, 104844, 104974, 105154, 105787, 106820, 107195, 107253, 107562, 107571, 107579, 107670, 107949, 108282, 108398, 108588, 108804, 109169, 109188, 109244, 109442 Voided.
4. Approval of the October 20, 2017 Payroll in the Amount of \$987,176.58 Paid by EFT Transactions and Check Numbers 31167 through 31188.
5. Approval of the November 1, 2017 Claims in the Amount of \$1,294,775.77 Paid by EFT Transactions and Check Numbers 1203700 through 120531 with Check Numbers 111010, 116896, & 119489 Voided.
6. Approval of the November 3, 2017 Payroll in the amount of \$1,813,501.86 Paid by EFT Transactions and Check Numbers 31189 through 31215.

Review Bids

7. Consider to Award the Bid for the Decant Facility Addition Contract to Road Construction Northwest, Inc. in the Amount of \$309,402.12 including Washington State Sales Tax and Approve a Management Reserve of \$30,000 for a Total Allocation of \$339,402.12.

Director Nielsen reviewed this item which will increase capacity at the decant facility making it more efficient.

Public Hearings**New Business**

8. Consider a Resolution Approving the Consolidation of SNOCOM and SNOPAC and Authorizing the Interlocal Agreement Creating Snohomish County 911.

Chief Smith reviewed this item. He noted that both boards unanimously approved consolidation. City Attorney Walker added that the resolution would execute the interlocal agreement, and Marysville would join as a principal of the new organization.

9. Consider a Resolution Approving Adjustments to the Parks, Culture, and Recreation 2016-2017 Fee Schedule.

City Attorney Walker stated that this would adjust the facility fees for parks.

10. Consider Approval to Receive JAG/BYRNE GRANT LOCAL Funds to Purchase a Utility Trailer and ATV for Police Use.

Assistant Chief Goldman explained that the City is set to receive \$12,427 from the JAG/BYRNE Grant. This agreement would allow the City to accept the funds.

11. Consider Approving Supplemental Agreement No. 1 with Feldman and Lee, P.S. for Public Defense Services.

CAO Hirashima explained that this is Supplemental No. 1 for the contract with Feldman and Lee for public defense services for indigent criminal defendants who are charged under the City of Marysville Municipal Court. Feldman and Lee has been the City's public defender since 2010, and staff is pleased with the services they have been providing. The agreement provides for them to continue to provide services for the City for three more years. The agreement addresses the caseload limits established by the Washington State Supreme Court in 2015. CAO Hirashima explained that public defense costs have increased quite a bit as a result of the new court standards. Marysville's caseload requires that the City hires the equivalent of four attorneys to handle the load.

12. Consider Approving Supplemental Agreement No. 1 with BergerABAM to Provide Additional Professional Services Required for the First Street Bypass Project.

Director Nielsen reviewed this item which would provide for additional design services of the water main and also for the irrigation system within the LID so the plants will flourish in the stormwater design features.

Councilmember Wright commented while she was out doorbelling, the rain catchments have generated more comments and questions than anything else.

13. Consider Approving the Local Agency State Aid Project Prospectus and Local Agency Funding Agreement with Washington State Department of Transportation for the Centennial Trail Connector Project.

This was approved in the State Transportation Budget which is separate from the Capital Budget. This is the first stage of spending that money.

14. Consider Approving the Hotel/Motel Committee Recommendation to Award Funding.

CAO Hirashima stated that Councilmember Norton is Chair of the Hotel/Motel Committee. This year's committee recommended award of \$110,953. The list of recommended projects is identified in the agenda bill.

Legal

Mayor's Business

- There will be a special RFA informational meeting on the fire benefits charge this Thursday at 6:00 p.m.
- The Chinese delegation will be visiting on November 15. They are very interested in learning about fresh water and wastewater and will be taking a tour of the City's facilities. There will be a round table in Council Chambers from 9-10 a.m.

Staff Business

Jim Ballew:

- One of the hotel/motel funding projects was for a 4th of July event. Staff is proposing using the waterfront site for a community fireworks show in the evening of July 4th. Marysville Rotary is interested in partnering in the event. They would also assist in putting on the celebration. Director Ballew commented that staff feels comfortable putting on this event.
- He discussed community concerns staff has received from people using the waterfront trail and people who live in the area regarding concerns about people hunting in the estuary. He spoke to the possibility of legislation regarding prohibiting the discharge of weapons in city limits. There was discussion about this matter.
 - Councilmember Vaughan expressed concern about passing regulations that they would be unable to enforce. Director Ballew concurred, but indicated that at least this would be a start.
 - Councilmember Seibert commented that duck hunting in that area has been happening for many years. Director Ballew concurred, and commented that the difference is that the area has been flooded and there is definitely an increase in hunting in that area.
 - Councilmember Muller commented that it is more than just the homes; there are also concerns about people using the park. He doesn't think the estuary should be a hunting zone. He noted that there are plenty of other places to hunt.
 - Councilmember Vaughan commented that there may not actually be more hunting, but it may have to do with the way sound travels over the water.

Dave Koenig had no comments.

Kevin Nielsen:

- There was a neighborhood meeting on the project on Soper Hill Road which went well.
- He commended the two videos that were reviewed.
- He pointed out that the Hirst decision is having a big impact on water and groundwater rights and is holding up the Capital Budget.

- The Public Works Committee took a tour of the Sunnyside plant on Friday. He spoke to the importance of perfecting water rights for the City in order to be sustainable. He expressed appreciation to the Council for their action on this.

Sandy Langdon reminded the Finance Committee about the meeting next Wednesday.

Chief McFalls said he really enjoyed the police recruitment video.

Chief Smith:

- He asked everyone to drive slowly and cautiously due to the weather.
- Regarding the bird hunting issue he noted that this issue has come up every single year. He commented that this is a complicated issue and enforcement in that area would have an impact on other areas.
- Regarding fireworks on the 4th of July, he thinks it could be a fun, but time-consuming event.

Jon Walker stated the need for an Executive Session to address three items – two regarding the acquisition of real estate and one regarding collective bargaining - expected to last 15 minutes with no action expected.

Gloria Hirashima distributed a document that went out to the RFA committee this week regarding options for addressing remaining key financial issues.

Call on Councilmembers

Steve Muller had no comments.

Donna Wright:

- She attended the AWC Regional meeting last week.
- She discussed impacts of the Hirst decision and the reason it is holding up the Capital Budget.
- She will be attending the National League of Cities so she will miss the meeting on November 13.

Jeff Seibert:

- During the tour of the water treatment plant he was impressed with the quality of electrical work done out there.
- Regarding the RFA financial issues, he commented that one of the issues is due to the fact that there will be no revenue for the first six months. Arlington has no reserves, and he doesn't think it is appropriate for Fire District 12 and Marysville to carry them through the first year.

Jeff Vaughan expressed appreciation to Kevin Nielsen for his comments about the importance of perfecting water rights. He noted that people in the City started doing things about 50 years ago to make sure that the City has these options today. He commended Director Nielsen for carrying that water legacy on.

Michael Stevens stated that he and Councilmember Wright attended the Washington State Fire Commissioners Association Conference in Spokane where Councilmember Wright received her 15-year service award for her service to the Fire Board. He congratulated her for also being granted honorary life membership to the group.

Adjournment

Council recessed at 8:25 p.m. for 5 minutes before reconvening in Executive Session.

Reconvenement

The meeting reconvened at 8:30 p.m. Executive Session was expected to last 15 minutes.

Executive Session

Council reconvened in Executive Session to discuss three items with no action expected.

- A. Litigation
- B. Personnel – one item
- C. Real Estate – two items

Executive Session was extended 15 minutes.

Executive session ended and public meeting reconvened at 9:00 p.m.

Adjournment

The meeting was adjourned at 9:00 p.m.

Approved this _____ day of _____, 2017.

Mayor
Jon Nehring

Index #3

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Excuse Absence of Councilmember Donna Wright	Approved
Committee Reports	
Presentations	
Proclamation: Declaring November 25, 2017 Small Business Saturday in the City of Marysville	Presented
Audience Participation	
Approval of Minutes	
Approval of the October 9, 2017 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the October 25, 2017 Claims in the Amount of \$574,903.11 Paid by EFT Transactions and Check Number 120197 through 120369 with Check Number's 93664, 93721, 93927, 93945, 94035, 94290, 94322, 94392, 94427, 94468, 94626, 94915, 94943, 94977, 95242, 96238, 96680, 96879, 96902, 97146, 97307, 97916, 98612, 98908, 99512, 99840, 100070, 100117, 100229, 100840, 101230, 101303, 101525, 102172, 102191, 102347, 102467, 102631, 102838, 102915, 102975, 103321, 103522, 103819, 103964, 103992, 104020, 104077, 104148, 104225, 104271, 104583, 104844, 104974, 105154, 105787, 106820, 107195, 107253, 107562, 107571, 107579, 107670, 107949, 108282, 108398, 108588, 108804, 109169, 109188, 109244, 109442 Voided.	Approved
Approval of the October 20, 2017 Payroll in the Amount of \$987,176.58 Paid by EFT Transactions and Check Numbers 31167 through 31188.	Approved
Approval of the November 1, 2017 Claims in the Amount of \$1,294,775.77 Paid by EFT Transactions and Check Numbers 1203700 through 120531 with Check Numbers 111010, 116896, & 119489 Voided.	Approved
Approval of the November 3, 2017 Payroll in the amount of \$1,813,501.86 Paid by EFT Transactions and Check Numbers 31189 through 31215.	Approved
Consider Approving Supplemental Agreement No. 1 with Feldman and Lee, P.S. for Public Defense Services.	Approved
Consider Approving Supplemental Agreement No. 1 with BergerABAM to Provide Additional Professional Services Required for the First Street Bypass Project.	Approved
Consider Approving the Local Agency State Aid Project Prospectus and Local Agency Funding Agreement with Washington State Department of Transportation for the Centennial Trail Connector Project.	Approved
Consider Approving the Hotel/Motel Committee Recommendation to Award Funding.	Approved
Review Bids	
Consider to Award the Bid for the Decant Facility Addition Contract to Road Construction Northwest, Inc. in the Amount of \$309,402.12 including Washington State Sales Tax and Approve a Management Reserve of \$30,000 for a Total Allocation of \$339,402.12.	Approved
Public Hearings	

New Business	
Consider a Resolution Approving the Consolidation of SNOCOM and SNOPAC and Authorizing the Interlocal Agreement Creating Snohomish County 911.	Approved Res. No. 2425
Consider a Resolution Approving Adjustments to the Parks, Culture, and Recreation 2016-2017 Fee Schedule.	Approved Res. No. 2426
Consider Approval to Receive JAG/BYRNE GRANT LOCAL Funds to Purchase a Utility Trailer and ATV for Police Use.	Approved
Consider Approving the 2018 Professional Services Agreement with Strategies 360, Inc. for Consultant Services.	Approved
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:28 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
November 13, 2017

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. Pastor Greg Kanehan gave the invocation.

Roll Call

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

Mayor: Jon Nehring

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

Absent: Donna Wright

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

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

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

Committee Reports

None

Presentations

DRAFT

- A. Proclamation: Declaring November 25, 2017 Small Business Saturday in the City of Marysville

Mayor Nehring read the Proclamation recognizing November 25, 2017 as Small Business Saturday in the City of Marysville and encouraging all residents of Marysville and communities across the country to support small businesses and merchants on Small Business Saturday and throughout the year.

Audience Participation

Bryce Vradenburg, 4011 82nd Drive NE, Marysville, WA 98270 expressed concerns about construction of housing on 83rd Avenue NE, disruption of road availability, and lack of proper notification regarding housing projects.

Community Development Director Koenig explained that construction on a water main on 83rd Street has resulted in a lot of congestion in that area which has been an inconvenience. There are also three housing projects in that area under construction. He also reviewed the notice procedure and invited Mr. Vradenburg to contact him directly.

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

2. Approval of the October 9, 2017 City Council Meeting Minutes.

Motion made by Councilmember Stevens, seconded by Councilmember Seibert, to approve the minutes of the October 9, 2017 City Council Meeting. **Motion** passed unanimously (6-0).

Consent

3. Approval of the October 25, 2017 Claims in the Amount of \$574,903.11 Paid by EFT Transactions and Check Number 120197 through 120369 with Check Number's 93664, 93721, 93927, 93945, 94035, 94290, 94322, 94392, 94427, 94468, 94626, 94915, 94943, 94977, 95242, 96238, 96680, 96879, 96902, 97146, 97307, 97916, 98612, 98908, 99512, 99840, 100070, 100117, 100229, 100840, 101230, 101303, 101525, 102172, 102191, 102347, 102467, 102631, 102838, 102915, 102975, 103321, 103522, 103819, 103964, 103992, 104020, 104077, 104148, 104225, 104271, 104583, 104844, 104974, 105154, 105787, 106820, 107195, 107253, 107562, 107571, 107579, 107670, 107949, 108282, 108398, 108588, 108804, 109169, 109188, 109244, 109442 Voided.
4. Approval of the October 20, 2017 Payroll in the Amount of \$987,176.58 Paid by EFT Transactions and Check Numbers 31167 through 31188.
5. Approval of the November 1, 2017 Claims in the Amount of \$1,294,775.77 Paid by EFT Transactions and Check Numbers 1203700 through 120531 with Check Numbers 111010, 116896, & 119489 Voided.

6. Approval of the November 3, 2017 Payroll in the amount of \$1,813,501.86 Paid by EFT Transactions and Check Numbers 31189 through 31215.
11. Consider Approving Supplemental Agreement No. 1 with Feldman and Lee, P.S. for Public Defense Services.
12. Consider Approving Supplemental Agreement No. 1 with BergerABAM to Provide Additional Professional Services Required for the First Street Bypass Project.
13. Consider Approving the Local Agency State Aid Project Prospectus and Local Agency Funding Agreement with Washington State Department of Transportation for the Centennial Trail Connector Project.
14. Consider Approving the Hotel/Motel Committee Recommendation to Award Funding.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to approve Consent Agenda items no. 3-6 and 11-14. **Motion** passed unanimously (6-0).

Review Bids

7. Consider to Award the Bid for the Decant Facility Addition Contract to Road Construction Northwest, Inc. in the Amount of \$309,402.12 including Washington State Sales Tax and Approve a Management Reserve of \$30,000 for a Total Allocation of \$339,402.12.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to authorize the Mayor to award the bid for the Decant Facility Addition Contract to Road Construction Northwest, Inc. in the Amount of \$309,402.12 including Washington State Sales Tax and Approve a Management Reserve of \$30,000 for a Total Allocation of \$339,402.12. **Motion** passed unanimously (6-0).

Public Hearings

New Business

8. Consider a Resolution Approving the Consolidation of SNOCOM and SNOPAC and Authorizing the Interlocal Agreement Creating Snohomish County 911.

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve Resolution No. 2425. **Motion** passed unanimously (6-0).

9. Consider a Resolution Approving Adjustments to the Parks, Culture, and Recreation 2016-2017 Fee Schedule.

DRAFT

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to approve Resolution No. 2426. **Motion** passed unanimously (6-0).

10. Consider Approval to Receive JAG/BYRNE GRANT LOCAL Funds to Purchase a Utility Trailer and ATV for Police Use.

Chief Smith clarified that Council would be receiving the receipt of grant funds in the amount \$12,427.

Motion made by Councilmember Norton, seconded by Councilmember Stevens, to approve receiving JAG/BYRNE GRANT LOCAL Funds to Purchase a Utility Trailer and ATV for Police Use. **Motion** passed unanimously (6-0).

15. Consider Approving the 2018 Professional Services Agreement with Strategies 360, Inc. for Consultant Services.

CAO Hirashima explained this agreement would be for lobbyist services with Strategies 360 for 2018 as discussed at the work session last week. The amount has not changed.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve the 2018 Professional Services Agreement with Strategies 360, Inc. for Consultant Services. **Motion** passed unanimously (6-0).

Legal

Mayor's Business

- There will be a Loan Depot ribbon cutting tomorrow morning.
- The coffee klatch tonight was great despite the weather. Thanks to The Creamery for hosting.
- The Housing Hope ribbon cutting is scheduled for Friday at 1:00.

Staff Business

Chief Smith had no comments.

Sandy Langdon reminded council members about the Finance Committee meeting this Wednesday.

Jon Walker had no comments.

Dave Koenig:

- He gave an update on the Planning Commission meeting tomorrow night. There will be a public hearing on: allowing final subdivisions be administratively approved rather than coming to Council, residential density incentives, and some

DRAFT

changes to wetland buffer regulations. There will also be a workshop on adding light manufacturing to the General Manufacturing zone.

- He received an email regarding an abandoned burned out house on Shoultes road and reported that this has been removed.

Chief McFalls had no comments.

Jim Ballew:

- Thanks to Council for the Hotel Motel Grant support.
- The City is three weeks away from Merrysville for the Holidays.
- The Tour of Lights will start one week later.

Kevin Nielsen wished everyone a safe and happy thanksgiving.

Gloria Hirashima had no comments.

Call on Councilmembers

Jeff Vaughan had no comments.

Jeff Seibert had no comments.

Michael Stevens commented that the construction for Housing Hope is a modular construction project which is different than the common kind.

Rob Toyer had no comments.

Steve Muller thanked the Mayor for putting on a great auction on Friday for the Marysville Rotary Club.

Kamille Norton had no comments.

Adjournment

The meeting was adjourned at 7:28 p.m.

Approved this _____ day of _____, 2017.

Mayor
Jon Nehring

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 27, 2017

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

Please see attached.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the November 7, 2017 claims in the amount of \$337,531.50 paid by EFT transactions and Check No. 120532 through 120676 with Check No.'s 117549 & 118416 voided.</p> <p>COUNCIL ACTION:</p>
--

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$337,531.50 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 120532 THROUGH 120676 WITH CHECK NO'S 117549 & 118416 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 **27th DAY OF NOVEMBER 2017**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 11/2/2017 TO 11/8/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120532	172ND HOLDINGS LLC	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-282.25
	172ND HOLDINGS LLC		WATER/SEWER OPERATION	1,150.00
120533	ADAMS, DAVID	REFUND CLASS FEES	PARKS-RECREATION	70.93
120534	ALL TERRAIN LLC	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-368.00
	ALL TERRAIN LLC		WATER/SEWER OPERATION	1,150.00
120535	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	59.58
120536	AXIOM HVAC INC.	REFUND MECHANICAL PERMIT FEES	NON-BUS LICENSES AND PEF	70.00
120537	BALLARD, JEANNINE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120538	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	RECREATION SERVICES	165.30
120539	BARRON HEATING	REFUND MECHANICAL PERMIT FEES	NON-BUS LICENSES AND PEF	70.00
120540	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,231.76
120541	BOB BARKER COMPANY	MATTRESSES	DETENTION & CORRECTION	321.44
	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	376.24
	BOB BARKER COMPANY		DETENTION & CORRECTION	607.18
120542	BOB'S HEATING & A/C	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
120543	BOUFFIOU, VALERIE	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
120544	BRITTON, CHRISTIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120545	BUD BARTON'S GLASS	WINDOW REPAIR-BARN	PARK & RECREATION FAC	436.71
120546	CAPITAL ONE COMMERC	SUPPLY REIMBURSEMENT	PARK & RECREATION FAC	29.45
	CAPITAL ONE COMMERC		EXECUTIVE ADMIN	39.23
	CAPITAL ONE COMMERC		EXECUTIVE ADMIN	41.31
	CAPITAL ONE COMMERC		UTIL ADMIN	140.41
	CAPITAL ONE COMMERC		OPERA HOUSE	149.06
120547	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
120548	CARROLL, DETA		WATER/SEWER OPERATION	158.50
120549	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	457.66
120550	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,039.32
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,085.75
120551	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,362.04
120552	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	51.34
120553	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
120554	COOP SUPPLY	TARP	PARK & RECREATION FAC	86.18
120555	COOPER, JOEL & JOANN		WATER/SEWER OPERATION	27.51
120556	CORE & MAIN LP	SLEEVES, RESTRAINERS AND PIPE	WATER SUPPLY MAINS	7,065.31
120557	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,900.71
120558	CRAWFORD, RAYMOND JR		WATER/SEWER OPERATION	194.72
120559	CUES	CAMERA REPAIR	SEWER MAIN COLLECTION	1,045.61
120560	DAHLEN, TOM & LYNN		WATER/SEWER OPERATION	22.16
120561	DATABAR	SUMMONS BAIL NOTICE	PROBATION	158.55
	DATABAR		MUNICIPAL COURTS	475.68
120562	DEFENDERS - PERMITS	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	800.00
120563	DICKS TOWING	TOWING EXPENSE-514VUW	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-51637	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-53255	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-53407	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-53622	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-54664	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-54800	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-54915	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-53916	POLICE PATROL	92.74

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/2/2017 TO 11/8/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120564	DONNELSON ELECTRIC	PUMP HOOK UP-WELCO	STORM DRAINAGE	2,482.63
120565	DONOHUE, KENDAL & DA		WATER/SEWER OPERATION	242.21
120566	E&E LUMBER	CONCRETE CREDIT	PARK & RECREATION FAC	-18.53
	E&E LUMBER	WASH CREDIT	PARK & RECREATION FAC	-4.71
	E&E LUMBER	CAULKING	PARK & RECREATION FAC	3.13
	E&E LUMBER	BULB	PARK & RECREATION FAC	6.54
	E&E LUMBER	HARDWARE	MAINT OF GENL PLANT	8.52
	E&E LUMBER	FILM AND STRAP	PARK & RECREATION FAC	31.41
	E&E LUMBER	MOLDING	PARK & RECREATION FAC	39.80
	E&E LUMBER	SCRUB BRUSHES	PARK & RECREATION FAC	48.16
	E&E LUMBER	ROOFING MATERIAL	PARK & RECREATION FAC	60.64
	E&E LUMBER	LUMBER AND BRADS	PARK & RECREATION FAC	61.57
	E&E LUMBER	STAKES AND TAPE	PARK & RECREATION FAC	65.91
	E&E LUMBER	TARP AND BITS	PARK & RECREATION FAC	104.88
	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	215.13
120567	ECOLOGY, DEPT. OF	WQ PROGRAM MUNICIPAL SW PHASE	STORM DRAINAGE	20,373.80
120568	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	54.70
120569	ENVIRONMENTAL RES	TESTING	WASTE WATER TREATMENT F	100.24
120570	EVERETT, CITY OF	ANIMAL SHELTER FEES	COMMUNITY SERVICES UNIT	4,440.00
120571	EWING IRRIGATION	GRASS SEED	PARK & RECREATION FAC	280.44
120572	FEDEX	SHIPPING EXPENSE	STREET LIGHTING	31.29
120573	FLETCHER, RICK		WATER/SEWER OPERATION	213.80
120574	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	48.53
	FRONTIER COMMUNICATI		POLICE PATROL	48.53
	FRONTIER COMMUNICATI		CITY HALL	48.53
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	48.53
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	48.53
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	48.53
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	53.10
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	54.39
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	95.70
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	97.07
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	97.07
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	97.07
	FRONTIER COMMUNICATI		COMMUNITY CENTER	97.07
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	97.07
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	102.83
	FRONTIER COMMUNICATI	PHONE CHARGES	UTILITY BILLING	145.60
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	194.13
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	242.67
	FRONTIER COMMUNICATI		UTIL ADMIN	324.62
120575	FTRS, LLC	SERVICES TO RECOVER WA EXCISE	MAINTENANCE	16.78
	FTRS, LLC		PARK & RECREATION FAC	59.02
	FTRS, LLC		UTIL ADMIN	473.39
	FTRS, LLC		SOLID WASTE OPERATIONS	480.34
	FTRS, LLC		GENERAL SERVICES - OVERH	810.62
120576	GEDDIS, STEVE	SPECIAL EVENT REFUND	PARKS-RECREATION	50.00
120577	GEIST, LOIS	REIMBURSE MEALS	UTIL ADMIN	49.17
120578	GETGO INC.	GO TO MEETING LICENSES	COMPUTER SERVICES	1,603.77
120579	GLOBALSTAR INC.	PHONE CHARGES	OFFICE OPERATIONS	78.44

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/2/2017 TO 11/8/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120580	GOLDMAN, JEFF	REIMBURSE NWPEA DUES/SEMINAR E	POLICE ADMINISTRATION	175.00
120581	GOVCONNECTION INC	ADAPTER	UTILITY LOCATING	93.83
	GOVCONNECTION INC	MODULES	COMPUTER SERVICES	525.08
120582	GRAINGER	EXHAUST PORTS	SUNNYSIDE FILTRATION PLAI	26.84
	GRAINGER	VACUUM FILTER	SOLID WASTE OPERATIONS	353.02
120583	GRAYBAR ELECTRIC CO	TESTER	PARK & RECREATION FAC	26.65
	GRAYBAR ELECTRIC CO	ELECTRICAL BOX	PARK & RECREATION FAC	115.57
120584	HAGGEN INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	24.53
	HAGGEN INC.	LUNCH SUPPLIES	EXECUTIVE ADMIN	54.54
120585	HARRY, SHANA		WATER/SEWER OPERATION	28.90
120586	HARVEY, JENNIFER A	INSTRUCTOR SERVICES	RECREATION SERVICES	96.00
120587	HAWKINS, DWAYNE		WATER/SEWER OPERATION	130.82
120588	HD FOWLER COMPANY	ADAPTERS	WATER DIST MAINS	115.26
120589	HECOX, DANIEL F		WATER/SEWER OPERATION	66.58
120590	HENSRUDE, ZACH		GARBAGE	308.62
120591	HIGGINS, WILLIAM		WATER/SEWER OPERATION	58.85
120592	HIRASHIMA, GLORIA	REIMBURSE CONFERENCE EXPENSE	EXECUTIVE ADMIN	387.21
120593	HOLTHUSEN, JULITA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120594	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	162.50
120595	J. THAYER COMPANY	OFFICE SUPPLIES	WATER DIST MAINS	166.69
120596	KALA HARRINGTON		WATER/SEWER OPERATION	25.00
120597	KEEFE, RYAN M	REIMBURSE MEAL	UTIL ADMIN	13.06
120598	KENWORTH NORTHWEST	FUEL SEPARATORS	ER&R	182.32
120599	KOLLING, CASEY & KER		WATER/SEWER OPERATION	120.00
120600	KRAL, ALENA		WATER/SEWER OPERATION	23.15
	KRAL, ALENA		GARBAGE	211.60
120601	LAMOUREUX, ROBERT	REIMBURSE TRAVEL EXPENSES	POLICE TRAINING-FIREARMS	371.40
120602	LAYCOCK, JEFF	REIMBURSE MEALS AND PARKING	ENGR-GENL	24.06
120603	LES SCHWAB TIRE CTR	TIRES	ER&R	823.81
120604	LOERA, DAVI & DIANA		WATER/SEWER OPERATION	136.40
120605	LOPEZ, CARLA		WATER/SEWER OPERATION	83.69
120606	LOWES HIW INC	TUBING	WATER FILTRATION PLANT	6.36
120607	MAC DICKEN, KRISTINA		WATER/SEWER OPERATION	273.49
120608	MARYSVILLE PRINTING	ENVELOPES	WATER FILTRATION PLANT	64.37
	MARYSVILLE PRINTING	FORM PRINTING	MUNICIPAL COURTS	934.99
	MARYSVILLE PRINTING	PAYMENT ARRANGEMENT FORMS	UTILITY BILLING	949.57
120609	MARYSVILLE SCHOOL	FACILITY USEAGE-TMS	RECREATION SERVICES	54.00
120610	MARYSVILLE, CITY OF	UTILITY SERVICE-519 DELTA AVE	NON-DEPARTMENTAL	143.39
	MARYSVILLE, CITY OF	UTILITY SERVICE-1510 1ST ST	GMA - STREET	162.47
	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE ST	GOLF ADMINISTRATION	270.68
	MARYSVILLE, CITY OF	UTILITTY SERVICE-7007 GROVE ST	GOLF ADMINISTRATION	1,108.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-6810 84TH ST N	GOLF ADMINISTRATION	23,189.67
120611	MCCOY, MARSHALL F		WATER/SEWER OPERATION	228.47
120612	MCDONALD, KEVIN D	HEARING EXAMINER SERVICES	COMMUNITY DEVELOPMENT-	2,741.00
120613	MCMULLEN, MICHAEL &		WATER/SEWER OPERATION	86.15
120614	MILLER, MELISSA	REFUND CLASS FEES	PARKS-RECREATION	70.00
120615	MODULAR SPACE	TRAILER RENTAL PAYMENT	WATER QUAL TREATMENT	111.90
	MODULAR SPACE		WASTE WATER TREATMENT F	111.90
	MODULAR SPACE		STORM DRAINAGE	111.91

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/2/2017 TO 11/8/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120616	MOEN, CHRISTA & JOHN		WATER/SEWER OPERATION	353.46
120617	MOTOR TRUCKS	FILTERS	ER&R	99.83
	MOTOR TRUCKS		ER&R	226.94
	MOTOR TRUCKS		ER&R	235.98
	MOTOR TRUCKS		ER&R	239.07
120618	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WA	WASTE WATER TREATMENT F	22.51
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	22.51
	MOUNTAIN MIST		SEWER MAIN COLLECTION	22.51
120619	NELSON, FRANKLIN	PER DIEM - 8/6 - 8/9/17	SWAT TEAM	175.50
120620	NORTH COUNTY OUTLOOK	ADVERTISING	COMMUNITY CENTER	189.00
120621	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,552.80
120622	NYITRAY, SANDRA	INSTRUCTOR SERVICES	RECREATION SERVICES	54.00
120623	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	15.37
	OFFICE DEPOT		ENGR-GENL	15.37
	OFFICE DEPOT		FACILITY MAINTENANCE	15.63
	OFFICE DEPOT		ENGR-GENL	29.58
	OFFICE DEPOT		COMPUTER SERVICES	62.55
	OFFICE DEPOT		FACILITY MAINTENANCE	73.63
	OFFICE DEPOT		POLICE INVESTIGATION	78.54
	OFFICE DEPOT		POLICE INVESTIGATION	137.66
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	198.51
	OFFICE DEPOT		POLICE INVESTIGATION	209.73
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	218.99
120624	PARTS STORE, THE	SPARK PLUGS AND WIRE SET	EQUIPMENT RENTAL	104.19
	PARTS STORE, THE	FLUID	SOLID WASTE OPERATIONS	383.68
	PARTS STORE, THE		SOLID WASTE OPERATIONS	575.52
120625	PETTY CASH- PW	LICENSING FEES	EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	89.50
120626	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	30.53
	PGC INTERBAY LLC		PRO-SHOP	36.00
	PGC INTERBAY LLC		MAINTENANCE	45.00
	PGC INTERBAY LLC		PRO-SHOP	52.88
	PGC INTERBAY LLC		MAINTENANCE	94.78
	PGC INTERBAY LLC		MAINTENANCE	160.00
	PGC INTERBAY LLC		MAINTENANCE	229.66
	PGC INTERBAY LLC		PRO-SHOP	254.03
	PGC INTERBAY LLC		PRO-SHOP	318.28
	PGC INTERBAY LLC		MAINTENANCE	954.41
	PGC INTERBAY LLC		PRO-SHOP	1,111.70
	PGC INTERBAY LLC		MAINTENANCE	1,133.78
	PGC INTERBAY LLC		MAINTENANCE	1,848.89
	PGC INTERBAY LLC		MAINTENANCE	2,587.08
	PGC INTERBAY LLC		MAINTENANCE	2,675.40
	PGC INTERBAY LLC		GOLF COURSE	5,850.92
120627	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
120628	PICK OF THE LITTER	BANNERS	COMMUNITY CENTER	173.47
120629	PLATT ELECTRIC	CONDUIT AND LIQTITE	SUNNYSIDE FILTRATION PLAI	55.35
	PLATT ELECTRIC	WALLPLATES AND FACEPLATES	COMPUTER SERVICES	109.05
120630	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-1.60

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/2/2017 TO 11/8/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120630	POLICE & SHERIFFS PR	ID CARDS	POLICE PATROL	19.09
120631	POLLARDWATER.COM	ADAPTER	WATER DIST MAINS	123.88
	POLLARDWATER.COM	DECHLOR TABS, STRIPS, ADAPTERS	WATER DIST MAINS	1,463.82
120632	POSTAL SERVICE	POSTAGE	UTIL ADMIN	132.50
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-	156.42
120633	PUD	ACCT #2021-7786-1	PUMPING PLANT	15.12
	PUD	ACCT #2013-8099-5	PUMPING PLANT	15.66
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	16.44
	PUD	ACCT #2049-3331-1	PUMPING PLANT	18.14
	PUD	ACCT #2027-9116-6	PUMPING PLANT	19.41
	PUD	ACCT #2022-2076-0	GOLF ADMINISTRATION	25.85
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	27.28
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	31.14
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	49.79
	PUD	ACCT #2008-0070-4	STREET LIGHTING	54.82
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	55.61
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	60.51
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	62.95
	PUD	ACCT #2202-9862-4	STREET LIGHTING	72.04
	PUD	ACCT # 2012-4638-0	PARK & RECREATION FAC	92.02
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT F	106.62
	PUD	ACCT #2023-6819-7	PUMPING PLANT	122.34
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	144.69
	PUD	ACCT #2022-9433-6	STREET LIGHTING	167.38
	PUD	ACCT #2207-3128-5	STREET LIGHTING	178.38
	PUD	ACCT #2025-7232-7	STREET LIGHTING	179.40
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	213.03
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	330.27
	PUD	ACCT #2016-3963-0	GOLF ADMINISTRATION	365.68
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	732.91
	PUD	ACCT #2010-9896-9	PUMPING PLANT	1,533.71
120634	RICE, SARAH	REFUND CLASS FEES	PARKS-RECREATION	70.00
120635	RICHARDSON, EDNA M		GARBAGE	36.29
120636	RICOH USA, INC.	PRINTER/COPIER CHARGES	COMMUNITY CENTER	7.46
	RICOH USA, INC.		OFFICE OPERATIONS	12.95
	RICOH USA, INC.		PARK & RECREATION FAC	24.79
	RICOH USA, INC.		WASTE WATER TREATMENT F	68.07
	RICOH USA, INC.		PROPERTY TASK FORCE	69.07
	RICOH USA, INC.		PROBATION	71.80
	RICOH USA, INC.		ENGR-GENL	117.39
	RICOH USA, INC.		UTIL ADMIN	165.02
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	190.54
	RICOH USA, INC.		POLICE PATROL	195.26
120637	RICOH USA, INC.		COMMUNITY CENTER	27.81
	RICOH USA, INC.		PARK & RECREATION FAC	36.41
	RICOH USA, INC.		MUNICIPAL COURTS	39.62
	RICOH USA, INC.		PROPERTY TASK FORCE	75.04
	RICOH USA, INC.		ENGR-GENL	144.14
	RICOH USA, INC.		WASTE WATER TREATMENT F	196.18
	RICOH USA, INC.		PROBATION	212.75

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/2/2017 TO 11/8/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120637	RICOH USA, INC.	PRINTER/COPIER CHARGES	POLICE PATROL	261.15
	RICOH USA, INC.		UTIL ADMIN	290.34
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	584.80
120638	ROBBINS, TAMARA	INSTRUCTOR SERVICES	RECREATION SERVICES	111.00
	ROBBINS, TAMARA		RECREATION SERVICES	363.00
120639	ROBERT HALF TECHNOLO	HELP DESK SERVICES	COMPUTER SERVICES	1,634.00
120640	ROLLINGS, ALISON B		WATER/SEWER OPERATION	25.84
120641	RYAN HERCO PRODUCTS	CONNECTOR	PUMPING PLANT	35.93
120642	SAFEGUARD	CHECK STOCK	MUNICIPAL COURTS	482.09
120643	SAMANIEGO, ERNEST &		WATER/SEWER OPERATION	533.80
120644	SCHOOLCRAFT, RANDY	REIMBURSE MEALS	UTIL ADMIN	13.53
120645	SCORE	INMATE MEDICAL	DETENTION & CORRECTION	147.15
120646	SHERWIN WILLIAMS	RAGS	FACILITY MAINTENANCE	41.44
120647	SHRED-IT US	MONTHLY SHREDDING SERVICE	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US		COMMUNITY DEVELOPMENT-	4.56
120648	SNO CO CHAPTER OF	INSTRUCTOR SERVICES	RECREATION SERVICES	62.40
120649	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	25,188.28
120650	SOHL, RYAN		GARBAGE	23.80
	SOHL, RYAN		GARBAGE	57.42
	SOHL, RYAN		WATER/SEWER OPERATION	58.81
120651	SOUND SAFETY	JEANS-SPRAGUE	UTIL ADMIN	118.45
	SOUND SAFETY	JEANS, SWEATSHIRT AND LED-BILL	UTIL ADMIN	175.40
	SOUND SAFETY	BOOTS-LANCE	UTIL ADMIN	183.75
	SOUND SAFETY	SHOES, SHIRTS AND JACKET-BALBB	STORM DRAINAGE	288.52
120652	STAPLES	OFFICE SUPPLY CREDIT	GENERAL SERVICES - OVERH	-22.75
	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	11.06
	STAPLES		MUNICIPAL COURTS	13.74
	STAPLES		MUNICIPAL COURTS	57.09
	STAPLES		MUNICIPAL COURTS	61.14
	STAPLES		MUNICIPAL COURTS	195.38
	STAPLES		PROBATION	490.07
120653	STEVENSON, ROBERT		WATER/SEWER OPERATION	136.16
120654	SYKES, CASSANDRA	INSTRUCTOR SERVICES	RECREATION SERVICES	333.50
120655	TEETERS, MICAH & CHA		WATER/SEWER OPERATION	79.29
120656	TRANSPORTATION, DEPT	PROJECT COSTS	GMA - STREET	23,105.70
120657	TUTTLE, KELLEY		WATER/SEWER OPERATION	127.84
120658	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	52.94
120659	UNITED RENTALS	TREAD CLEANING PLATES	WASTE WATER TREATMENT F	637.32
120660	VAN DAM'S ABBEY	FLOORING MATERIALS AND LABOR T	WASTE WATER TREATMENT F	5,491.74
120661	VCA ANIMAL MEDICAL	ANIMAL CASE MP17-55445	COMMUNITY SERVICES UNIT	100.00
120662	WA STATE TREASURER	FORFEITURE QTR 3 2017	DRUG SEIZURE	364.80
120663	WACE	CONFERENCE-DAVIS	POLICE TRAINING-FIREARMS	100.00
120664	WAHL, CARMIN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120665	WASTE MANAGEMENT	YARD WASTE/RECYCLING SERVICE	RECYCLING OPERATION	126,476.15
120666	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	2,709.34
120667	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
120668	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	COMMUNITY CENTER	503.32
120669	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,649.59
120670	WEST PAYMENT CENTER	COURT RULES	MUNICIPAL COURTS	829.16

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/2/2017 TO 11/8/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120671	WESTERN GRAPHICS	PATROL CAR OUTFITTING EQUIPMEN	EQUIPMENT RENTAL	721.20
	WESTERN GRAPHICS		EQUIPMENT RENTAL	721.20
	WESTERN GRAPHICS		EQUIPMENT RENTAL	721.21
	WESTERN GRAPHICS		EQUIPMENT RENTAL	721.21
	WESTERN GRAPHICS		EQUIPMENT RENTAL	721.21
	WESTERN GRAPHICS		EQUIPMENT RENTAL	721.21
	WESTERN GRAPHICS		EQUIPMENT RENTAL	721.21
	WESTERN GRAPHICS		EQUIPMENT RENTAL	1,442.40
120672	WESTERN PETERBILT	WINDSHIELD GLASS	EQUIPMENT RENTAL	141.38
120673	WESTGATE PROPERTIES		WATER/SEWER OPERATION	251.44
120674	WILSON, TIFFANY	REFUND CLASS FEES	PARKS-RECREATION	40.00
120675	WIREWOKS ELECTRIC	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	100.00
120676	XU, XIAOHONG	REFUND CLASS FEES	PARKS-RECREATION	109.00
	XU, XIAOHONG		PARKS-RECREATION	119.00

WARRANT TOTAL: 337,757.00

CHECK #117549 CHECK LOST IN MAIL (50.00)
 CHECK #118416 CHECK LOST (175.50)

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

337,531.50

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 27, 2017

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 November 15, 2017 claims in the amount of \$1,555,224.89 paid by EFT transactions and Check No. 120677 through 120830 with Check No.'s 110709, 116834, 117191 & 117496 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-11

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,555,224.89 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 120677 THROUGH 120830 WITH CHECK NO'S 110709, 116834, 117191 & 117496 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 **27th DAY OF NOVEMBER 2017.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/9/2017 TO 11/15/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120677	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	96.00
	OLASON, MONICA		RECREATION SERVICES	113.40
	OLASON, MONICA		RECREATION SERVICES	134.40
	OLASON, MONICA		RECREATION SERVICES	156.00
	OLASON, MONICA		RECREATION SERVICES	180.00
	OLASON, MONICA		RECREATION SERVICES	234.00
	OLASON, MONICA		RECREATION SERVICES	240.00
	OLASON, MONICA		RECREATION SERVICES	282.00
	OLASON, MONICA		RECREATION SERVICES	288.00
	OLASON, MONICA		RECREATION SERVICES	345.00
120678	ALBERTS, BRETT	REFUND CLASS FEES	PARKS-RECREATION	70.00
120679	AMERICAN CLEANERS	DRY CLEANING	DETENTION & CORRECTION	17.24
	AMERICAN CLEANERS		OFFICE OPERATIONS	43.10
	AMERICAN CLEANERS		POLICE ADMINISTRATION	62.96
	AMERICAN CLEANERS		POLICE PATROL	71.14
	AMERICAN CLEANERS		POLICE INVESTIGATION	76.81
120680	AMERICAN RED CROSS	FIRST AID/BLOODBORNE PATHOGEN	EXECUTIVE ADMIN	350.00
120681	ANDES LAND SURVEY	SUNNYSIDE BLVD MONUMENT RECOVER	GMA-PARKS	1,890.00
	ANDES LAND SURVEY	EBEY WATERFRONT TRAIL	GMA-PARKS	9,000.00
120682	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	59.58
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	70.75
120683	BANK OF AMERICA	PARKING REIMBURSEMENT	EXECUTIVE ADMIN	5.00
120684	BANK OF AMERICA	MEAL REIMBURSEMENT	EXECUTIVE ADMIN	74.70
120685	BANK OF AMERICA	MEAL/RECORDING FEE REIMBURSEME	LEGAL-GENL	57.01
	BANK OF AMERICA		LEGAL - PROSECUTION	89.98
120686	BANK OF AMERICA	ADVERTISING REIMBURSEMENT	COMMUNITY CENTER	20.00
	BANK OF AMERICA		RECREATION SERVICES	45.00
	BANK OF AMERICA		OPERA HOUSE	112.89
120687	BANK OF AMERICA	TRAVEL/LICENSE REIMBURSEMENT	ENGR-GENL	116.00
	BANK OF AMERICA		ENGR-GENL	596.61
120688	BANK OF AMERICA	TRAVEL REIMBURSEMENT	EXECUTIVE ADMIN	767.41
120689	BANK OF AMERICA		UTIL ADMIN	-35.95
	BANK OF AMERICA		TRAINING	843.36
120690	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	COMMUNITY DEVELOPMENT-	480.00
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	638.98
120691	BARNARD, TARA	REFUND CLASS FEES	PARKS-RECREATION	40.00
120692	BARRETT, LINDA & JI		WATER/SEWER OPERATION	124.35
120693	BARTLETT, JEANNE	REFUND CLASS FEES	PARKS-RECREATION	52.00
120694	BEACH STREET TOPSOIL	TOPSOIL	WATER DIST MAINS	157.92
120695	BENTLEY SYSTEMS INC	PIPES	WATER DIST MAINS	3,900.33
120696	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	14,679.45
120697	BICKFORD FORD	2017 FORD TRANSIT CARGO VAN	EQUIPMENT RENTAL	44,556.66
120698	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	599.99
	BILLING DOCUMENT SPE		UTILITY BILLING	2,444.54
120699	BOYD, RAE	INMATE MEDICAL SERVICES	DETENTION & CORRECTION	2,200.00
120700	BRAMALL, DAVID	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120701	BRUNNER, SHERRY	REFUND PLAN REVIEW FEE	COMMUNITY DEVELOPMENT	50.00
120702	BUSINESS & LEGAL	HR LAWS RENEWAL	PERSONNEL ADMINISTRATION	1,631.04
120703	CADMAN MATERIALS INC	PAY ESTIMATE #2	ARTERIAL STREET-GENL	872,560.70
120704	CANAM FABRICATIONS	DIAMOND PLATE	EQUIPMENT RENTAL	174.56
120705	CENTRAL WELDING SUPP	RAIN GEAR AND EAR PROTECTION	ER&R	587.53
120706	CHAMPION BOLT	BOLTS	EQUIPMENT RENTAL	15.81
120707	CHUPA, KATHY		WATER/SEWER OPERATION	21.09
120708	COOP SUPPLY	PEAT MOSS	GMA-PARKS	98.14
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	167.99
120709	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,407.30

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/9/2017 TO 11/15/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120710	COSTA, RIETTA	INSTRUCTOR SERVICES	RECREATION SERVICES	45.00
120711	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	35.32
120712	DATA QUEST LLC	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	125.00
120713	DICKS TOWING	TOWING EXPENSE-MP17-54872	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-55754	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-56079	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-56149	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-56162	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-56266	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-55998	POLICE PATROL	185.47
120714	DIJULIO DISPLAYS INC	CHRISTMAS LIGHTS	ROADSIDE VEGETATION	2,622.76
120715	DOCKENDORF, FRED		WATER/SEWER OPERATION	275.76
120716	DOVGALYUK, ALEX		WATER/SEWER OPERATION	120.22
120717	DUNLAP INDUSTRIAL	SMALL TOOLS	FACILITY MAINTENANCE	66.65
	DUNLAP INDUSTRIAL	HOLE SAW	EQUIPMENT RENTAL	115.96
120718	E&E LUMBER	SAW BLADES AND METAL	ROADWAY MAINTENANCE	73.70
	E&E LUMBER	DE-ICER	COMMUNITY SERVICES UNIT	100.28
	E&E LUMBER	HOSE, BOLT CUTTERS, HAMMER AND	WASTE WATER TREATMENT F	164.17
	E&E LUMBER	DE-ICER, SCRAPERS AND SNOWBRUS	POLICE PATROL	168.18
120719	ENVIRONMENTAL PRODUC	EXPANSION PLUGS	WATER/SEWER OPERATION	-4.96
	ENVIRONMENTAL PRODUC		WATER DIST MAINS	59.44
120720	EVERETT HYDRAULICS	REPAIR HYDRAULIC DRIVE MOTOR	EQUIPMENT RENTAL	438.80
120721	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	243.00
120722	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	42,000.00
120723	FERRELLGAS	PROPANE CHARGES	SOLID WASTE OPERATIONS	63.95
	FERRELLGAS		ROADWAY MAINTENANCE	63.96
	FERRELLGAS		TRAFFIC CONTROL DEVICES	63.96
	FERRELLGAS		WATER SERVICE INSTALL	63.96
120724	FOREMOST PROMOTIONS	SUPPLIES	GENERAL FUND	-45.87
	FOREMOST PROMOTIONS		YOUTH SERVICES	549.90
120725	FRED MEYER	JEANS-GEIST	UTIL ADMIN	98.16
120726	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	53.10
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	54.39
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	54.56
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	59.39
	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION PLAI	63.85
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	81.98
120727	GALLS, LLC	UNIFORM CREDIT-FOOTE	POLICE PATROL	-91.85
	GALLS, LLC	UNIFORM-REYES	POLICE PATROL	58.86
	GALLS, LLC	UNIFORM-NISHIMURA	OFFICE OPERATIONS	162.56
120728	GIGGLES ENTERTAINMEN	INSTRUCTOR SERVICES	RECREATION SERVICES	168.00
120729	GOVCONNECTION INC	APC BATTERY	COMPUTER SERVICES	428.00
120730	GOVERNMENTJOBS.COM	NEOGOV LICENSE FEES	PERSONNEL ADMINISTRATION	5,361.17
120731	GREWAL H & KAUR M/SI		WATER/SEWER OPERATION	59.22
120732	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
120733	GRIFFITH, EDDIE & EL		WATER/SEWER OPERATION	32.95
	GRIFFITH, EDDIE & EL		WATER/SEWER OPERATION	32.95
120734	HD FOWLER COMPANY	METER LIDS	WATER SERVICE INSTALL	146.32
	HD FOWLER COMPANY	RESETTERS	WATER/SEWER OPERATION	1,260.16
	HD FOWLER COMPANY	METER BUSHINGS	WATER SERVICE INSTALL	1,393.38
	HD FOWLER COMPANY	BASES AND METER LIDS	WATER SERVICE INSTALL	2,316.95
120735	HERITAGE BANK	RETAINAGE ON PAY ESTIMATE #7	SURFACE WATER CAPITAL PF	821.12

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/9/2017 TO 11/15/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120736	HERNANDEZ, JAIRO		WATER/SEWER OPERATION	275.50
120737	HESELDT VAN DINTER,		WATER/SEWER OPERATION	40.68
120738	HEWLETT PACKARD	PRINTER/COPIER CHARGES	STORM DRAINAGE	3.87
	HEWLETT PACKARD		SEWER MAIN COLLECTION	3.89
	HEWLETT PACKARD		PARK & RECREATION FAC	12.31
	HEWLETT PACKARD		POLICE PATROL	18.37
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	22.57
	HEWLETT PACKARD		POLICE INVESTIGATION	32.53
	HEWLETT PACKARD		LEGAL - PROSECUTION	40.60
	HEWLETT PACKARD		WASTE WATER TREATMENT F	60.34
	HEWLETT PACKARD		CITY CLERK	73.44
	HEWLETT PACKARD		FINANCE-GENL	73.45
	HEWLETT PACKARD		MUNICIPAL COURTS	117.49
	HEWLETT PACKARD		UTILITY BILLING	147.47
	HEWLETT PACKARD		COMPUTER SERVICES	404.22
120739	HOLLAND, CHRIS	REIMBURSE TRAVEL EXPENSE	COMMUNITY DEVELOPMENT-	357.16
120740	IHLER, CHRIS	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120741	IMSA	CERT RENEWAL-BRISCOE	TRANSPORTATION MANAGEM	40.00
120742	INSEEGO NORTH AMERIC	SIM CARDS AND ANTENNAS	EQUIPMENT RENTAL	150.56
120743	JUSTICE SYSTEMS CORP	CAMERA/VIDEO REPAIR	PUBLIC SAFETY BLDG	229.11
120744	KENWORTH NORTHWEST	FILTER CREDIT	EQUIPMENT RENTAL	-185.13
	KENWORTH NORTHWEST	FILTERS	EQUIPMENT RENTAL	85.74
	KENWORTH NORTHWEST	FILTER	EQUIPMENT RENTAL	185.13
120745	KNOWBE4, INC.	CYBER SECURITY TRAINING	COMPUTER SERVICES	1,127.50
120746	KONECRANES, INC.	ANNUAL CRANE INSPECTION	WASTE WATER TREATMENT F	1,292.84
120747	LAKEWOOD SCHOOL DIST	MITIGATION FEES	SCHOOL MIT FEES	26,928.00
120748	LASTING IMPRESSIONS	EMBROIDERY	PARK & RECREATION FAC	24.44
120749	LOWES HIW INC	CHAIR MAT	WASTE WATER TREATMENT F	15.54
120750	LUDWIG, CAROL	REFUND CLASS FEES	PARKS-RECREATION	52.00
120751	MAC DICKEN, KRISTINA		WATER/SEWER OPERATION	273.49
120752	MARYSVILLE FIRE	CPR CLASS	EXECUTIVE ADMIN	83.52
120753	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	42.49
	MARYSVILLE PRINTING		POLICE PATROL	84.99
	MARYSVILLE PRINTING		PERSONNEL ADMINISTRATIO	102.19
	MARYSVILLE PRINTING		UTIL ADMIN	102.19
	MARYSVILLE PRINTING		STORM DRAINAGE	102.19
	MARYSVILLE PRINTING		ENGR-GENL	204.40
	MARYSVILLE PRINTING		EXECUTIVE ADMIN	306.59
120754	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	15,520.00
120755	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	22.66
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	51.33
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	71.94
	MARYSVILLE, CITY OF	UTILITY SERVICE-1624 1ST ST	GMA - STREET	103.83
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH & I5 IRR	PARK & RECREATION FAC	109.74
	MARYSVILLE, CITY OF	UTILITY SERVICE-1526 1ST ST	GMA - STREET	111.57
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST FI	PUBLIC SAFETY BLDG	118.32
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	118.50
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	123.62
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	138.94
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	147.26
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST OF	PUBLIC SAFETY BLDG	158.81
	MARYSVILLE, CITY OF	UTILITY SERVICE-1ST ST & STATE	PARK & RECREATION FAC	182.53
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	200.25
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	202.69
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-1529 3RD ST IR	WATER SERVICES	521.03
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	654.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/9/2017 TO 11/15/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120755	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	780.22
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	855.01
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	WASTE WATER TREATMENT F	1,146.30
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	2,000.35
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,858.93
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	4,066.60
120756	MATERIALS TESTING &	SERVICES PERFORMED	ARTERIAL STREET-GENL	2,233.75
120757	MCLOUGHLIN & EARDLEY	RETURN BULB	ER&R	-109.05
	MCLOUGHLIN & EARDLEY	BULB	ER&R	106.15
	MCLOUGHLIN & EARDLEY	BEACON	ER&R	109.05
	MCLOUGHLIN & EARDLEY	LIGHTBARS, STROBE AND BULBS	ER&R	936.09
120758	MECKLEY, SEAN H	ENTERTAINMENT 12/2/17	COMMUNITY EVENTS	500.00
120759	MICHAL, FRANK	REFUND CLASS FEES	PARKS-RECREATION	80.00
120760	MOTOR TRUCKS	EXHAUST AND CLAMP	EQUIPMENT RENTAL	95.38
	MOTOR TRUCKS	FILTERS	ER&R	407.91
	MOTOR TRUCKS		ER&R	544.72
	MOTOR TRUCKS	REPAIR #H008	EQUIPMENT RENTAL	14,877.82
120761	MOUNTAIN MIST	LATE CHARGE	WASTE WATER TREATMENT F	0.33
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	0.33
	MOUNTAIN MIST		SEWER MAIN COLLECTION	0.34
	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WA	WASTE WATER TREATMENT F	6.18
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	6.18
	MOUNTAIN MIST		SEWER MAIN COLLECTION	6.19
120762	NAVIA BENEFIT	FLEXPLAN FEES	PERSONNEL ADMINISTRATIO	62.25
120763	NCC BCA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120764	NELSON, RACHEL & DOU		WATER/SEWER OPERATION	236.48
120765	NISTOR, GHORGHE & CA		WATER/SEWER OPERATION	263.80
120766	NORTH SOUND HOSE	FIRE HOSES, NOZZLES AND GASKET	STREET CLEANING	412.63
120767	NORTHEND TRUCK EQUIP	DUMP BODIES-VARIOUS SIZES	EQUIPMENT RENTAL	28,557.71
	NORTHEND TRUCK EQUIP	DUMP BODY AND ACCESSORIES	EQUIPMENT RENTAL	66,527.67
120768	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT F	5,022.09
120769	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	9.59
	OFFICE DEPOT		DETENTION & CORRECTION	41.45
	OFFICE DEPOT		POLICE PATROL	46.83
	OFFICE DEPOT	SIGN IN/OUT BOARDS	UTIL ADMIN	78.53
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	79.08
	OFFICE DEPOT		POLICE PATROL	104.70
	OFFICE DEPOT		LEGAL-GENL	117.80
	OFFICE DEPOT		POLICE PATROL	180.07
	OFFICE DEPOT		POLICE PATROL	217.55
	OFFICE DEPOT		POLICE ADMINISTRATION	242.18
	OFFICE DEPOT		LEGAL-GENL	286.38
	OFFICE DEPOT	DESK AND CART	STORM DRAINAGE	709.13
	OFFICE DEPOT		STORM DRAINAGE	763.67
120770	ORDWING, CHRISTINE	INSTRUCTOR SERVICES	RECREATION SERVICES	45.00
120771	PACIFIC GOLF & TURF	JD REPAIR PARTS	SMALL ENGINE SHOP	360.72
120772	PACIFIC POWER BATTER	UV BATTERIES	WASTE WATER TREATMENT F	308.21
120773	PACLAB	SCREENING	POLICE PATROL	15.50
120774	PARTS STORE, THE	SWITCH	EQUIPMENT RENTAL	8.50
	PARTS STORE, THE	FILTER	EQUIPMENT RENTAL	17.98
	PARTS STORE, THE	SOCKET	EQUIPMENT RENTAL	23.81
	PARTS STORE, THE	BRAKE CLEANER, FILTERS AND SPR	ER&R	240.17
	PARTS STORE, THE	FILTERS	ER&R	569.46
	PARTS STORE, THE		ER&R	603.30
120775	PARTSMASTER	HARDWARE	TRANSPORTATION MANAGEM	137.50
120776	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	124.80

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/9/2017 TO 11/15/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120777	PETROCARD SYSTEMS	FUEL CONSUMED	SMALL ENGINE SHOP	30.35
	PETROCARD SYSTEMS		ENGR-GENL	69.07
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	100.12
	PETROCARD SYSTEMS		STORM DRAINAGE	117.30
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	139.93
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	317.53
	PETROCARD SYSTEMS		PARK & RECREATION FAC	706.24
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,066.23
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,358.70
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,801.74
	PETROCARD SYSTEMS		POLICE PATROL	7,605.79
120778	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	21.71
	PGC INTERBAY LLC		MAINTENANCE	39.99
	PGC INTERBAY LLC		PRO-SHOP	40.00
	PGC INTERBAY LLC		MAINTENANCE	56.71
	PGC INTERBAY LLC		MAINTENANCE	60.24
	PGC INTERBAY LLC		PRO-SHOP	92.33
	PGC INTERBAY LLC		PRO-SHOP	117.76
	PGC INTERBAY LLC		MAINTENANCE	142.18
	PGC INTERBAY LLC		MAINTENANCE	164.90
	PGC INTERBAY LLC		MAINTENANCE	174.25
	PGC INTERBAY LLC		PRO-SHOP	215.57
	PGC INTERBAY LLC		PRO-SHOP	355.33
	PGC INTERBAY LLC		MAINTENANCE	648.86
	PGC INTERBAY LLC		PRO-SHOP	4,856.40
	PGC INTERBAY LLC		MAINTENANCE	8,458.17
120779	PIGSKIN UNIFORMS	JUMPSUIT-SHOVE	POLICE PATROL	618.45
120780	PLATT ELECTRIC	TIES AND HEX KEY SET	STREET LIGHTING	81.60
120781	PORTER, ANDREW	INSTRUCTOR SERVICES	RECREATION SERVICES	216.00
	PORTER, ANDREW		RECREATION SERVICES	216.00
120782	PORTER, KRISTINA		RECREATION SERVICES	216.00
120783	POTTERY NOOK, THE		RECREATION SERVICES	144.00
120784	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	8.37
	PUD	ACCT #2052-8364-1	STREET LIGHTING	9.08
	PUD	ACCT #2050-2647-6	STREET LIGHTING	11.01
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	15.88
	PUD	ACCT #2045-8436-1	STREET LIGHTING	17.16
	PUD	ACCT #2050-2647-6	STREET LIGHTING	17.21
	PUD	ACCT #2045-8436-1	STREET LIGHTING	22.74
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	23.12
	PUD	ACCT #2200-2050-7	STREET LIGHTING	30.25
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	34.34
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	45.98
	PUD	ACCT #2048-2969-1	STREET LIGHTING	51.43
	PUD	ACCT #2006-6043-9	STREET LIGHTING	61.28
	PUD	ACCT #2039-9634-3	STREET LIGHTING	65.18
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	126.50
	PUD	ACCT #2025-7611-2	STREET LIGHTING	126.79
	PUD	ACCT #2008-1280-8	PUMPING PLANT	179.42
	PUD	ACCT #2033-4458-5	STREET LIGHTING	203.39
	PUD	ACCT #2200-2051-1	STREET LIGHTING	272.00
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	350.20
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,624.98
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,409.05
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,437.46
	PUD	ACCT #2028-8209-8	STREET LIGHTING	9,529.06
	PUD		STREET LIGHTING	14,904.44

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120785	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	15.24
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	41.81
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	65.14
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	67.08
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	212.97
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	219.79
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	224.60
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	471.66
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	524.33
120786	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	14.62
120787	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	103.20
120788	RAM SPV II, LLC	TRAILER RENTAL PAYMENT	STORM DRAINAGE	435.60
	RAM SPV II, LLC		SEWER SERV MAINT	435.60
120789	REECE TRUCKING	PAY ESTIMATE #2	UTILITY CONSTRUCTION	-5,550.35
	REECE TRUCKING		WATER CAPITAL PROJECTS	121,108.68
120790	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	3,051.50
120791	RMT EQUIPMENT	FILTERS	SMALL ENGINE SHOP	170.48
120792	ROBERT HALF TECHNOLO	HELP DESK SERVICES	COMPUTER SERVICES	1,634.00
120793	RONK, KERI ANN	INSTRUCTOR SERVICES	RECREATION SERVICES	123.00
120794	ROSTEN, DAVINA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
120795	ROY ROBINSON	TAILGATE LATCH ASSEMBLY	EQUIPMENT RENTAL	109.39
120796	SCHWEITZER, JENNIFER	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
120797	SHERWIN WILLIAMS	PAINT	TRAFFIC CONTROL DEVICES	123.19
120798	SHRED-IT US	MONTHLY SHREDDING SERVICE	LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
120799	SMOKEY POINT CONCRET	SEALER	SIDEWALKS MAINTENANCE	141.57
120800	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	816.93
120801	SNO CO TREASURER	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	14.41
120802	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	81,868.03
120803	SPOUSE/ HELLAND RES		WATER/SEWER OPERATION	66.50
120804	SRV CONSTRUCTION	PAY ESTIMATE #7	SURFACE WATER CAPITAL PF	15,601.29
120805	STAPLES	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	41.50
	STAPLES		COMMUNITY DEVELOPMENT-	62.49
	STAPLES		PARK & RECREATION FAC	107.44
120806	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIO	408.00
	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	444.00
120807	STEWART, BOB		WATER/SEWER OPERATION	91.70
120808	STRATEGIES 360	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	1,060.62
	STRATEGIES 360		GENERAL SERVICES - OVERH	1,060.63
	STRATEGIES 360		UTIL ADMIN	1,414.17
120809	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	391.47
120810	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	103.62
120811	TAYLOR, ANDREW		GARBAGE	35.12
120812	THOMAS, STEVEN & JON		WATER/SEWER OPERATION	488.33
120813	THORLEIFSON, CHARLES		WATER/SEWER OPERATION	279.85
120814	THORNTON, DAVID		GARBAGE	29.13
120815	TORRES, ALFREDO	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120816	TROXLER ELECTRONIC	BADGES	WATER CAPITAL PROJECTS	84.00
120817	TULALIP CHAMBER	BBH (1)	PARK & RECREATION FAC	23.00
120818	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	94.80
120819	US ID MANUAL	US ID MANUAL	GENERAL FUND	-7.51
	US ID MANUAL		POLICE PATROL	90.01
120820	USA BLUEBOOK	PILLOW PACKS, HYDRANT OIL AND	WATER DIST MAINS	509.69
120821	VAN DAM'S ABBEY	MINI BLINDS	CITY HALL	174.56
120822	VANRHEENEN, JOAN	REFUND CLASS FEES	PARKS-RECREATION	52.00
120823	VERIZON	AMR LINES	METER READING	254.89
120824	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	189.00

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120824	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	39,639.64
120825	WEED GRAAFSTRA	LEGAL SERVICE	GMA - STREET	56.00
120826	WESTERN FACILITIES	FINANCE CHARGE	DETENTION & CORRECTION	3.42
120827	WHITE CAP CONSTRUCT	WIRE AND REBAR	GMA-PARKS	16.71
120828	WITTER, JENNIFER	REFUND CLASS FEES	PARKS-RECREATION	70.00
120829	WOODMANSEE, LAUREN	REIMBURSE SPECIAL EVENT SUPPLY	OPERA HOUSE	177.10
120830	WU, THOMAS	INTERPRETER SERVICES	COURTS	150.00

WARRANT TOTAL: 1,556,090.12

CHECK #110709	CHECK LOST IN MAIL	(216.00)
CHECK #116834	CHECK LOST IN MAIL	(40.68)
CHECK #117191	CHECK LOST IN MAIL	(120.22)
CHECK #117496	CHECK LOST IN MAIL	(488.33)

REASON FOR VOIDS:

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


1,555,224.89

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 27, 2017

AGENDA ITEM: Citywide Intersection Improvement Project - Contract Award to Totem Electric of Tacoma	
PREPARED BY: Steve Miller, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Certified Bid Tabulation, Vicinity Map	
BUDGET CODE: 30500030.563000, R1503	AMOUNT: \$294,849.00

SUMMARY:

On 07/26/16, Council authorized the Mayor to execute a Local Agency Agreement (LAA) and Project Prospectus with WSDOT to obligate design funds in the amount of \$47,000 for the Citywide Intersection Improvement project. Funding for the project is from the FHWA highway safety improvements program (HSIP) and administered through WSDOT.

On 07/24/17, Council authorized the Mayor to execute a supplemental LAA and Prospectus with WSDOT to obligate construction funds in the amount \$375,000, bringing the total authorized HSIP funds for the project to \$422,000.

Since then, City staff has worked to complete the Contract documents and to secure authorization from WSDOT to advertise the project for construction bids. The project was advertised on 10/21/17 and bids were received and opened on 11/14/17. A total of three bids were received by the City, with the lowest bid of \$264,849.00 submitted by Totem Electric of Tacoma. The engineer's estimate was \$362,550.00. The bid was checked by staff and found to be responsive.

Cost of Contract bid, management reserve, with adjustment for FHWA funds is shown below:

Contract Bid:	\$264,849.00
Management Reserve:	\$30,000.00
Total:	\$294,849.00

<u>Highway Safety Improvement Program (HSIP):</u>	<u>\$375,000.00</u>
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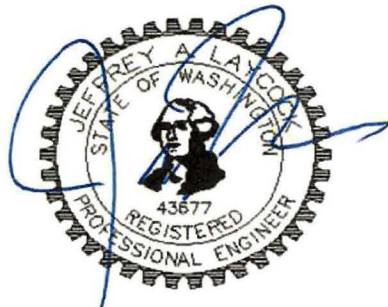
Total Construction Cost to the City:	\$0
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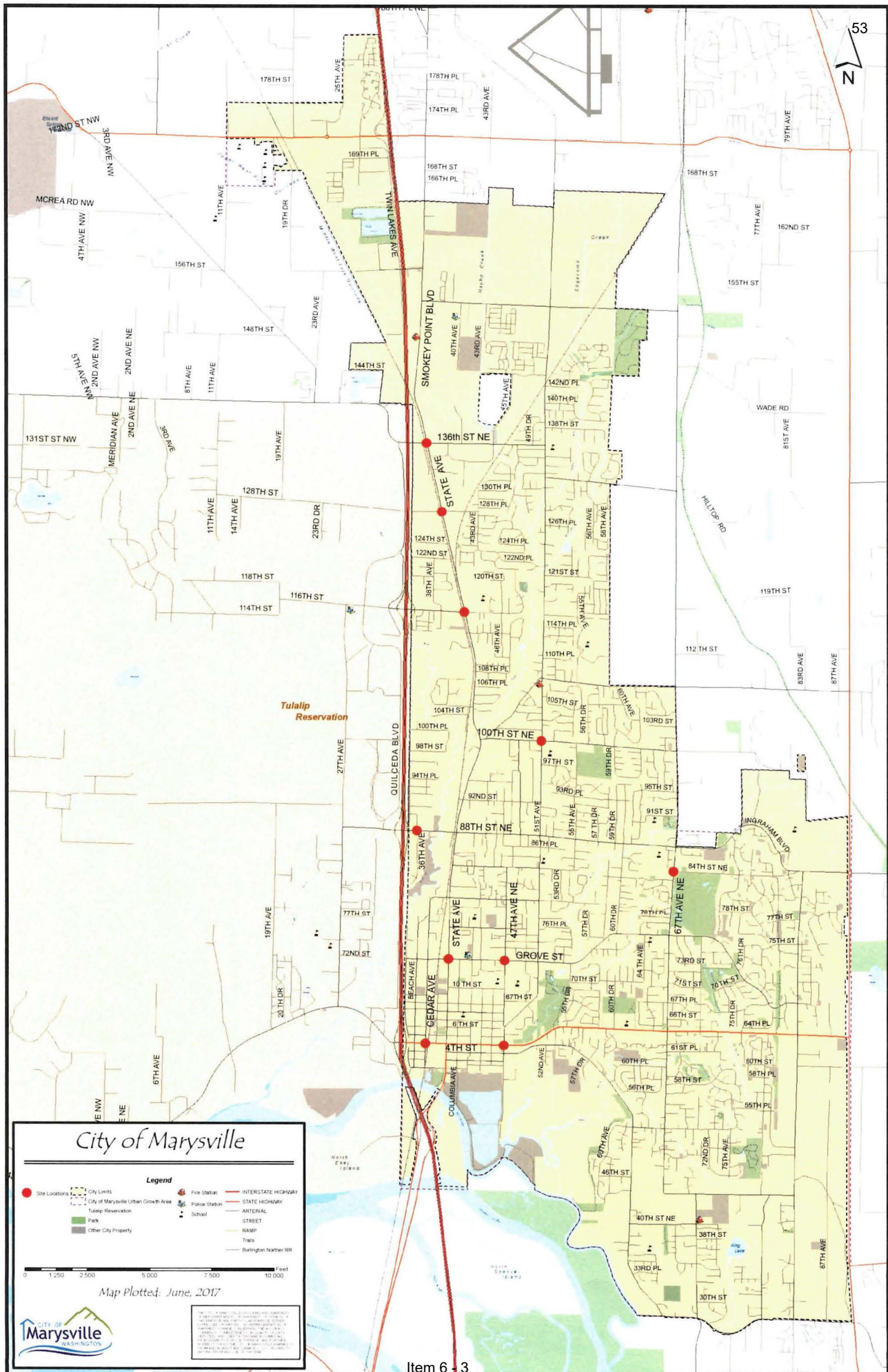
RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Citywide Intersection Improvement project contract with Totem Electric of Tacoma in the amount of \$264,849.00, and approve a management reserve of \$30,000.00 for a total allocation of \$294,849.00.



City-Wide Intersection Improvements Project 30500030.563000 R1503

Item	Description	Quantity	Units	Engineer's Estimate		Apparent Low Bid Totem Electric		NE Electric		Transportation Systems	
				Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1	Unexpected Site Changes	EST	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	Roadway Surveying	LS	1.00	\$500.00	\$500.00	\$4,019.00	\$4,019.00	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00
3	Record Drawings	LS	1.00	\$500.00	\$500.00	\$1,058.00	\$1,058.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
4	SPCC Plan	LS	1.00	\$500.00	\$500.00	\$994.00	\$994.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
5	Mobilization	LS	1.00	\$26,850.00	\$26,850.00	\$28,667.00	\$28,667.00	\$10,500.00	\$10,500.00	\$36,000.00	\$36,000.00
6	Project Temporary Traffic Control	LS	1.00	\$30,800.00	\$30,800.00	\$87,957.00	\$87,957.00	\$48,400.00	\$48,400.00	\$106,000.00	\$106,000.00
7	Traffic Signal Modification - 4th St (SR 528) & Cedar Ave	LS	1.00	\$46,000.00	\$46,000.00	\$27,946.00	\$27,946.00	\$25,054.00	\$25,054.00	\$42,000.00	\$42,000.00
8	Traffic Signal Modification - 4th St (SR 528) & 47th Ave NE	LS	1.00	\$60,000.00	\$60,000.00	\$16,435.00	\$16,435.00	\$14,671.00	\$14,671.00	\$23,075.26	\$23,075.26
9	Traffic Signal Modification - Grove St & State Ave	LS	1.00	\$51,000.00	\$51,000.00	\$15,823.00	\$15,823.00	\$24,612.00	\$24,612.00	\$27,758.40	\$27,758.40
10	Traffic Signal Modification - Grove St & 47th Ave NE	LS	1.00	\$32,000.00	\$32,000.00	\$19,989.00	\$19,989.00	\$27,568.00	\$27,568.00	\$27,416.15	\$27,416.15
11	Traffic Signal Modification - 84th St NE & 67th Ave NE	LS	1.00	\$4,500.00	\$4,500.00	\$3,306.00	\$3,306.00	\$13,061.00	\$13,061.00	\$5,000.00	\$5,000.00
12	Traffic Signal Modification - 88th St NE & 36th Ave NE	LS	1.00	\$36,000.00	\$36,000.00	\$11,062.00	\$11,062.00	\$19,378.00	\$19,378.00	\$18,020.95	\$18,020.95
13	Traffic Signal Modification - 100th St NE & 51st Ave NE	LS	1.00	\$25,400.00	\$25,400.00	\$7,910.00	\$7,910.00	\$16,061.00	\$16,061.00	\$13,983.28	\$13,983.28
14	Traffic Signal Modification - 116th St NE & State Ave	LS	1.00	\$31,000.00	\$31,000.00	\$30,004.00	\$30,004.00	\$31,315.00	\$31,315.00	\$41,000.00	\$41,000.00
15	Traffic Signal Modification - 128th St NE & State Ave	LS	1.00	\$7,500.00	\$7,500.00	\$1,745.00	\$1,745.00	\$12,800.00	\$12,800.00	\$8,000.00	\$8,000.00
16	Traffic Signal Modification - 136th St NE & State Ave/Smokey Point Blvd	LS	1.00	\$5,000.00	\$5,000.00	\$2,934.00	\$2,934.00	\$14,296.00	\$14,296.00	\$7,500.00	\$7,500.00
				BASE BID	\$362,550.00	\$264,849.00	\$273,216.00	\$371,754.04			
				SALES TAX (0 % per Rule 171)	\$0.00	\$0.00	\$0.00	\$0.00			
				BASE BID TOTAL	\$362,550.00	\$264,849.00	\$273,216.00	\$371,754.04			





City of Marysville

- Legend**
- Site Location
 - City Limits
 - City of Marysville Urban Growth Area
 - Tulalip Reservation
 - Park
 - Other City Property
 - Fire Station
 - Police Station
 - School
 - INTERSTATE HIGHWAY
 - STATE HIGHWAY
 - ARTERIAL
 - STREET
 - RAMP
 - Train
 - Burlington Northern RR

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

Map Plotted: June, 2017



City of Marysville
 1000 1st St NE
 Marysville, WA 98270
 Phone: 360-835-2000
 Fax: 360-835-2001
 Website: www.cityofmarysville.com

Index #7

DRAFT
CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

An Ordinance of the City of Marysville levying regular taxes upon all property real, personal and utility subject to taxation within the corporate limits of the City of Marysville, Washington for the year 2018.

WHEREAS, the City Council of the City of Marysville has met and considered its budget for the calendar year 2018; and

WHEREAS, the City of Marysville's actual levy amount from the previous year was \$13,885,346.38 and,

WHEREAS, the population of the City of Marysville is more than 10,000;

WHEREAS, on November 27, 2017 a public hearing was held by the Marysville City Council to consider public comment concerning the real property tax levy amount proposed by this ordinance;

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

Section 1. After hearing and duly considering all relevant evidence and testimony presented at a public hearing duly noticed and held on November 27, 2017, the City Council has determined that the City of Marysville requires an increase in the regular property tax levy and hereby authorized for the levy to be collected in the 2018 tax year.

Section 2: The dollar amount of the increase over the actual levy amount from the previous year shall be \$0 which is a percentage increase of 0 percent (0%) from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this _____ day of November, 2017.

CITY OF MARYSVILLE

By _____

JON NEHRING, MAYOR

ATTEST:

By _____

APRIL O'BRIEN, DEPUTY CITY CLERK

APPROVED AS TO FORM:

By _____

JON WALKER, CITY ATTORNEY

DRAFT
CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

An Ordinance of the City of Marysville levying regular taxes upon all property real, personal and utility subject to taxation within the corporate limits of the City of Marysville, Washington for the year 2018.

WHEREAS, the City Council of the City of Marysville has met and considered its budget for the calendar year 2018; and

WHEREAS, the City of Marysville's actual levy amount from the previous year was \$13,885,346.38 and,

WHEREAS, the population of the City of Marysville is more than 10,000;

WHEREAS, on November 27, 2017 a public hearing was held by the Marysville City Council to consider public comment concerning the real property tax levy amount proposed by this ordinance;

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

Section 1. After hearing and duly considering all relevant evidence and testimony presented at a public hearing duly noticed and held on November 27, 2017, the City Council has determined that the City of Marysville requires an increase in the regular property tax levy and hereby authorized for the levy to be collected in the 2018 tax year.

Section 2: The dollar amount of the increase over the actual levy amount from the previous year shall be \$138,853.46 which is a percentage increase of 1 percent (1%) from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this _____ day of November, 2017.

CITY OF MARYSVILLE

By _____

JON NEHRING, MAYOR

ATTEST:

By _____

APRIL O'BRIEN, DEPUTY CITY CLERK

APPROVED AS TO FORM:

By _____

JON WALKER, CITY ATTORNEY

Index #8

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, SETTING THE REGULAR PROPERTY TAX LEVY FOR EMERGENCY MEDICAL CARE AND SERVICES ON ALL REAL, PERSONAL, AND UTILITY PROPERTY SUBJECT TO TAXATION FOR THE YEARS 2018 THROUGH 2023.

WHEREAS, it is the judgment of the Marysville City Council that it is essential and necessary for the protection of the health and life of the residents of the City that emergency medical services be provided within the City. Such services will necessitate the expenditure of revenues for the maintenance, operations, equipment and personnel in excess of those which can be provided by the City's regular tax levy; and

WHEREAS, it would be in the public interest for the City of Marysville, by and through the Marysville Fire District, to provide basic and advanced life support services, and emergency medical transportation services; and

WHEREAS, pursuant to RCW 84.52.069, a regular levy may be assessed for the purpose of funding emergency medical care and services; and

WHEREAS, November 14, 2016, the City Council adopted Ordinance No. 3039 increasing the EMS property tax levy; and

WHEREAS, in order to provide emergency medical care and services ("EMS"), it is necessary that the City to obtain, operate and maintain emergency medical vehicles and facilities staffed by properly trained paramedics, emergency medical technicians and other medically trained personnel and to obtain consumable medical supplies and medical appliances to equip such vehicles and facilities; and

WHEREAS, In order to provide the revenue adequate to pay the cost of providing adequate emergency medical services and facilities as described above and to maintain reserve funds sufficient to assure the continuation of such services, the City should levy in 2017 for collection in 2018, and continuing for five years thereafter (2018 to 2023), a regular EMS tax levy on taxable property within the City, in an amount not to exceed fifty cents (\$0.50) per one thousand dollars (\$1,000.00) of assessed valuation of such property. RCW 84.52.069 authorizes this levy; and

WHEREAS, In accordance with RCW 84.52.069 the funds raised by such levy will be used only for the provision of emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicle and structures needed for the provision of emergency medical services; and

WHEREAS, In accordance with RCW 84.55.050, the limit factor by which the regular EMS tax levy may be increased in each of the five years subsequent to 2018 (2019 to 2023) should be one hundred ten percent (110%), but in no event may the levy rate exceed fifty cents (\$0.50) per one thousand dollars (\$1,000.00) of assessed valuation of such property; and

WHEREAS, on April 24, 2017, the City Council adopted Resolution No. 2413 placing a measure on the ballot at the August 1, 2017, primary election regarding the EMS levy; and

WHEREAS, the City's voters approved the ballot measure; and

WHEREAS, the City Council has properly given notice of the public hearing held on November 27, 2017, to consider public comment on the levy for emergency medical care and services (EMS); and

WHEREAS, the population of the City of Marysville is more than 10,000; and

WHEREAS, the City of Marysville's actual EMS levy amount from the previous year was \$2,484,204.17

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

SECTION 1. The EMS property tax levy on taxable property within the City for collection in 2018, is fifty cents (\$0.50) per one thousand dollars (\$1,000.00) of assessed valuation of such property 2017.

SECTION 2. The limit factor by which the regular EMS tax levy may be increased in each of the five years subsequent to 2018 (2019 to 2023) is one hundred ten percent (110%), but in no event may the levy rate exceed fifty cents (\$0.50) per one thousand dollars (\$1,000.00) of assessed valuation of such property

SECTION 3. The regular EMS property tax levy is hereby authorized for the levy to be collected in the 2018 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$1,088,020.74 which is a percentage increase of 43.80% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

SECTION 4. 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 5. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2017.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

Index #9

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO GROWTH MANAGEMENT, ADOPTING AN INTERIM OFFICIAL CONTROL PROHIBITING THE SITING OF SUPERVISED DRUG CONSUMPTION FACILITIES, AMENDING SECTIONS 22C.010.060, 22C.020.060, AND 22E.030.090 OF THE MUNICIPAL CODE, DECLARING AN EMERGENCY, AND SETTING A HEARING DATE.

WHEREAS, in March 2016, King County and the cities of Seattle, Renton, and Auburn convened a Heroin and Opioid Addiction Task Force; and

WHEREAS, in September 2016, the Heroin and Opioid Addiction Task Force released a report with recommendations to prevent opioid addiction and improve opioid use disorder outcomes in King County; and

WHEREAS, one of the recommendations of the Heroin and Opioid Addiction Task Force was to establish, on a pilot program basis, at least two sites for supervised opioid consumption in King County; and

WHEREAS, neither the City of Marysville nor Snohomish County currently regulate the siting and establishment of supervised drug consumption facilities; and

WHEREAS, residents and business owners within the City of Marysville have expressed concerns about negative impacts to communities resulting from supervised drug consumption facilities; and

WHEREAS, the City Council wishes to explore options for regulating the siting and establishment of supervised drug consumption facilities, including potentially prohibiting the siting and establishment of such facilities within the City of Marysville; and

WHEREAS, without adequate regulations and review processes, new supervised drug consumption facilities may locate in areas that would create negative impacts and potential safety issues for the community; and

WHEREAS, the City Council wishes to prevent supervised drug consumption facilities or uses from siting or commencing such use in the City of Marysville during the period of time necessary for the City to consider appropriate regulations for such facilities; and

WHEREAS, Article XI, Section 11 of the Washington Constitution provides that any city may “make and enforce within its limits all such local police, sanitary and other regulations as

are not in conflict with general laws,” which grants counties jurisdiction over land use issues like zoning; and

WHEREAS, RCW 36.70A.390 provides that the City Council may adopt a moratorium, interim zoning ordinance, interim zoning map, or interim official control; and

WHEREAS, moratoria, interim zoning ordinances, interim zoning maps, and interim official controls enacted under RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new regulations will not be rendered moot by intervening development; and

WHEREAS, RCW 35A.63.220 provides that the City Council must hold a public hearing on the proposed moratorium or interim zoning ordinance within at least sixty days of its adoption.

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

SECTION 1. The City Council makes the following findings and conclusions:

- A. The City Council adopts and incorporates the foregoing recitals as findings.
- B. Proposals to open supervised drug consumption facilities within the region have highlighted the lack of regulation of such facilities and uses within the City of Marysville.
- C. The interim zoning regulations in MMC 22C.010.060 and MMC 22C.020.060 will prohibit new supervised drug consumption facilities from locating or establishing such a use in the City of Marysville while regulations that address the siting of supervised drug consumption facilities, including prohibiting such facilities entirely, are considered.
- D. It is in the best interest of the City of Marysville to prohibit supervised drug consumption facilities from locating or establishing such a use in the City of Marysville at this time, pending further study and public engagement on potential long-term regulatory changes.
- E. The proposed interim official control will promote the public health, safety, morals, and general welfare, and it is consistent with the goals and policies of the Comprehensive Plan.
- F. This ordinance satisfies the procedural and substantive requirements of and is consistent with the GMA.
- G. Pursuant to WAC 197-11-880 and MMC 22E.030.090, the adoption of this ordinance is exempt from the requirements for a threshold determination under the State Environmental Policy Act (SEPA).

SECTION 2. Pursuant to RCW 35A.12.130, the Marysville City Council finds and concludes that adopting an interim official control to regulate the siting of supervised drug consumption facilities is necessary for the immediate preservation of the public peace, health or

safety. Non-emergency options would not be adequate to prevent supervised drug consumption facilities from opening in neighborhoods where they would be detrimental to the public peace, health and safety. Accordingly, the Marysville City Council declares an emergency exists and this ordinance shall take effect immediately.

SECTION 3. Section 22C.010.060 of the municipal code, is amended to read:

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
Residential Land Uses									
Dwelling Units, Types:									
Single detached (14)	P11	P11	P11	P11	P11	P11	P11	P11	P43
Model home	P30	P30	P30	P30	P30	P30	P30	P30	P30
Cottage housing	C6	C6	C6	C6	C6	C6	C6	C6	
Duplex (14)	C8	P8	P8	P8	P	P	P	P	
Townhouse	P3	P3	P3	P3	P	P	P	P	
Multiple-family					P	P	P	P	
Mobile home	P12	P12	P12	P12	P12	P12	P12	P12	P12
Mobile/manufactured home park	P3	P3	P3		C	P	P		P45
Senior citizen assisted	C2	C2	C2	C2	C2	C2	C2	C2	C2
Factory-built	P7	P7	P7	P7	P7	P7	P7	P7	P7, 43
Recreational vehicle									P44
Group Residences:									
Adult family home	P	P	P	P	P	P	P	P	P
Convalescent, nursing, retirement	C2	C2	C2	C2	C2	C2	C2	C2	
Residential care facility	P	P	P	P	P	P	P	P	

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
Master planned senior community (15)	C	C	C	C	C	C	C	C	C
Accessory Uses:									
Residential accessory uses (1), (9), (10), (49), (50)	P	P	P	P	P	P	P	P	P
Home occupation (5)	P	P	P	P	P13	P13	P13	P13	P
Temporary Lodging:									
Hotel/motel					P	P	P	P	
Bed and breakfast guesthouse (4)		C	C	C	P	P	P	P	
Bed and breakfast inn (4)					P	P	P	P	
Recreation/Cultural Land Uses									
Park/Recreation:									
Park	P16	P16	P16	P16	P16	P16	P16	P16	P16
Recreational vehicle park									C46
Community center	C	C	C	C	C	C	C	C	C
Amusement/Entertainment:									
Sports club					C	C	C	C	
Golf facility (17)	C	C	C	C	P	P	P	P	
Cultural:									
Library, museum and art gallery	C	C	C	C	C	C	C	C	C
Church, synagogue and temple	C	C	C	C	P	P	P	P	C
General Services Land Uses									
Personal Services:									

Specific Land Use	R-4.5	R-6.5	R-8	WR	R-12	R-18	R-28	WR	R-MHP
				R-4-8				R-6-18	
Funeral home/crematory	C18	C18	C18	C18	C18	C18	C18	C18	C18
Cemetery, columbarium or mausoleum	P24	P24	P24	P24	P24	P24	P24	P24	P24
	C19	C19	C19	C19	C19	C19	C19	C19	C19
Day care I	P20	P20	P20	P20	P20	P20	P20	P20	P20
Day care II	C25	C25	C25	C25	C	C	C	C	C25
Stable	C	C	C	C					
Kennel or cattery, hobby	C	C	C	C	C	C	C	C	
Electric vehicle (EV) charging station (38), (39)	P	P	P	P	P	P	P	P	
EV rapid charging station (40), (41), (42)					P	P	P	P	
Health Services:									
Medical/dental clinic					C	C	C	C	
Supervised drug consumption facility									
Education Services:									
Elementary, middle/junior high, and senior high (including public, private and parochial)	C	C	C	C	C	C	C	C	C
Commercial school	C21	C21	C21	C21	C21	C21	C21	C21	
School district support facility	C23	C23	C23	C23	C23	C23	C23	C23	
Interim recycling facility	P22	P22	P22	P22	P22	P22	P22	P22	
Vocational school									
Government/Business Service Land Uses									
Government Services:									
Public safety facilities, including police and fire	C26	C26	C26	C26	C26	C26	C26	C26	C26

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
Utility facility	P	P	P	P	P	P	P	P	P
Private storm water management facility	P	P	P	P	P	P	P	P	P
Public storm water management facility	P	P	P	P	P	P	P	P	P
Business Services:									
Self-service storage (31)					C27	C27	C27	C27	
Professional office					C	C	C	C	
Automotive parking	P29	P29	P29	P29	P29	P29	P29	P29	
Model house sales office	P47	P47	P47	P47					
Wireless communication facility (28)	P C	P C	P C	P C	P C	P C	P C	P C	P C
State-Licensed Marijuana Facilities:									
Marijuana cooperative (48)									
Marijuana processing facility – Indoor only (48)									
Marijuana production facility – Indoor only (48)									
Marijuana retail facility (48)									
Retail/Wholesale Land Uses									
Forest products sales	P32	P32	P32	P32					
Agricultural crop sales	P32	P32	P32	P32					
Resource Land Uses									
Agriculture:									
Growing and harvesting crops	P34	P34	P34	P34					
Raising livestock and small animals	P35	P35	P35	P35					

Specific Land Use	R-4.5	R-6.5	R-8	WR R-4-8	R-12	R-18	R-28	WR R-6- 18	R- MHP
Forestry:									
Growing and harvesting forest products	P34	P34	P34	P34					
Fish and Wildlife Management:									
Hatchery/fish preserve (33)	C	C	C	C					
Aquaculture (33)	C	C	C	C					
Regional Land Uses									
Regional storm water management facility	C	C	C	C	C	C	C	C	C
Nonhydroelectric generation facility	C	C	C	C	C	C	C	C	C
Transit park and pool lot	P	P	P	P	P	P	P	P	
Transit park and ride lot	C	C	C	C	C	C	C	C	
School bus base	C36	C36	C36	C36	C36	C36	C36	C36	
Racetrack	C37	C37	C37	C37	C37	C37	C37	C37	
College/university	C	C	C	C	C	C	C	C	

SECTION 4. Section 22C.020.060 of the municipal code, is amended to read:

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Residential Land Uses										
Dwelling Units, Types:										
Townhouse				P6	P					
Multiple-family	C4	P4, C5	P4, C5	P4, P6	P					

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Mobile home	P7	P7	P7	P7	P7	P7	P7	P7		
Senior citizen assisted	P				C					P
Caretaker's quarters (3)	P	P	P	P	P	P	P	P	P	P
Group Residences:										
Adult family home	P	P	P	P	P	P70	P70	P70	P70	P
Convalescent, nursing, retirement	C	P	P	P	P					P
Residential care facility	P	P	P	P	P	P70	P70	P70	P70	P
Master planned senior community (10)					C					C
Accessory Uses:										
Home occupation (2)	P8	P8, P9	P8, P9	P8, P9	P8, P9	P9	P9	P9		
Temporary Lodging:										
Hotel/motel	P	P	P	P	P	P	P			
Bed and breakfast guesthouse (1)										
Bed and breakfast inn (1)	P	P	P							
Recreation/Cultural Land Uses										
Park/Recreation:										
Park	P11	P	P	P	P	P	P	P	P11	P
Marina				P				P	C	P
Dock and boathouse, private, noncommercial				P				P	P16	P
Recreational vehicle park			C12				C12		C	P
Boat launch, commercial or public				P				P		P

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Boat launch, noncommercial or private				P				P	P17	P
Community center	P	P	P	P	P	P	P	P	P	P
Amusement/Entertainment:										
Theater		P	P	P	P					
Theater, drive-in			C							
Amusement and recreation services		P18	P18	P18	P19	P	P	C		
Sports club	P	P	P	P	P	P	P	P		
Golf facility (13)		P	P			P	P	P	C	
Shooting range (14)			P15			P15	P15			
Outdoor performance center			C				C		C	C
Riding academy						P	P		C	
Cultural:										
Library, museum and art gallery	P	P	P	P	P	P	P	P	C	P
Church, synagogue and temple	P	P	P	P	P	P	P	P		P
Dancing, music and art center		P	P	P	P				C	P
General Services Land Uses										
Personal Services:										
General personal service	P	P	P	P	P	P	P	P		
Dry cleaning plant		P					P	P		
Dry cleaning pick-up station and retail service	P	P	P	P	P25		P	P		
Funeral home/crematory		P	P	P	P26	P	P	P		
Cemetery, columbarium or mausoleum	P24	P24	P24,			P	P	P		

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
			C20							
Day care I	P70	P70	P70	P70	P70	P70	P21, 70	P70	P70	P70
Day care II	P	P	P	P	P	P21	P21			
Veterinary clinic	P	P	P	P	P	P	P	P		
Automotive repair and service	P22	C, P28	P			P	P	P		
Electric vehicle (EV) charging station (64)	P	P	P	P	P	P	P	P	P	P
EV rapid charging station (65), (66)	P	P	P	P67	P67		P	P		
EV battery exchange station			P				P	P		
Miscellaneous repair		P	P				P	P		
Social services		P	P	P	P					P
Kennel, commercial and exhibitor/breeding (71)		P	P			C	P	P		
Pet daycare (71), (72)		P	P	P	P	P	P	P		
Civic, social and fraternal association		P	P	P	C	P		P		P
Club (community, country, yacht, etc.)						P		P		P
Health Services:										
Medical/dental clinic	P	P	P	P	P					P
Hospital		P	P	P	C					C
Miscellaneous health	P68	P68	P68	P68	P68					P68
<u>Supervised drug consumption facility</u>										
Education Services:										

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Elementary, middle/junior high, and senior high (including public, private and parochial)		C	C	C	C		P	C		C
Commercial school	P	P		P	P27					C
School district support facility	C	P	P	P	P		P	P		P
Vocational school		P	P	P	P27					P
Government/Business Service Land Uses										
Government Services:										
Public agency office	P	P	P	P	P	P	P	P		P
Public utility yard			P				P			P
Public safety facilities, including police and fire	P29	P	P	P	P		P			P
Utility facility	P	P	P		C	P	P	P		P
Private storm water management facility	P	P	P	P	P	P	P	P		P
Public storm water management facility	P	P	P	P	P	P	P	P		P
Business Services:										
Contractors' office and storage yard			P30	P30	P30		P	P		
Interim recycling facility		P23	P23				P			P
Taxi stands		P	P				P	P		
Trucking and courier service		P31	P31				P	P		
Warehousing and wholesale trade			P			P	P	P		
Mini-storage (36)			P			P	P	P		
Freight and cargo service			P			P	P	P		

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Cold storage warehousing							P	P		
General business service and office	P	P	P	P	P30	P	P	P		
Commercial vehicle storage						P	P	P		
Professional office	P	P	P	P	P	P	P			
Miscellaneous equipment rental		P30, 37	C38		P30, 37		P	P		
Automotive rental and leasing			P				P	P		
Automotive parking	P	P	P	P	P	P	P	P		
Research, development and testing			P			P	P	P		
Heavy equipment and truck repair							P	P		
Automobile holding yard			C				P	P		
Commercial/industrial accessory uses (73)	P39, 40	P39	P39	P39, 40	P39, 40	P	P	P		
Adult facility								P33		
Factory-built commercial building (35)	P	P	P	P		P	P	P		
Wireless communication facility (32)	P, C	P, C	P, C	P, C	P, C	P, C	P, C	P, C	P, C	P, C
State-Licensed Marijuana Facilities:										
Marijuana cooperative (69)										
Marijuana processing facility – Indoor only (69)										
Marijuana production facility – Indoor only (69)										
Marijuana retail facility (69)										

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Retail/Wholesale Land Uses										
Building, hardware and garden materials	P47	P	P	P	P47		P	P		
Forest products sales		P	P				P			
Department and variety stores	P	P	P	P	P		P			
Food stores	P	P	P	P	P45		P			
Agricultural crop sales		P	P		C		P			
Storage/retail sales, livestock feed							P	P		
Motor vehicle and boat dealers		P	P				P	P		
Motorcycle dealers		C	P	P49			P	P		
Gasoline service stations	P	P	P	P			P	P		
Eating and drinking places	P41	P	P	P	P46	P	P	P		
Drug stores	P	P	P	P	P		P	P		
Liquor stores		P	P							
Used goods: antiques/secondhand shops		P	P	P	P					
Sporting goods and related stores		P	P	P	P					
Book, stationery, video and art supply stores	P	P	P	P	P					
Jewelry stores		P	P	P	P					
Hobby, toy, game shops	P	P	P	P	P					
Photographic and electronic shops	P	P	P	P	P					
Fabric and craft shops	P	P	P	P	P					
Fuel dealers			P43			P43	P43	P43		
Florist shops	P	P	P	P	P					

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Pet shops	P	P	P	P	P					
Tire stores		P	P	P			P	P		
Bulk retail		P	P				P			
Auction houses			P42				P			
Truck and heavy equipment dealers							P	P		
Mobile home and RV dealers			C				P	P		
Retail stores similar to those otherwise named on this list	P	P	P	P	P48	P44	P44	P44		
Automobile wrecking yards							C	P		
Manufacturing Land Uses										
Food and kindred products		P50, 52	P50				P50	P		
Winery/brewery		P53	P	P53	P53		P	P		
Textile mill products							P	P		
Apparel and other textile products			C				P	P		
Wood products, except furniture			P				P	P		
Furniture and fixtures			P				P	P		
Paper and allied products							P	P		
Printing and publishing	P51	P51	P		P51	P	P	P		
Chemicals and allied products							C	C		
Petroleum refining and related industries							C	C		
Rubber and misc. plastics products							P	P		
Leather and leather goods							C	C		

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Stone, clay, glass and concrete products							P	P		
Primary metal industries							C	P		
Fabricated metal products			C			P	P	P		
Industrial and commercial machinery							C	P		
Heavy machinery and equipment							C	P		
Computer and office equipment			C				P			
Electronic and other electric equipment			C				P			
Railroad equipment							C	P		
Miscellaneous light manufacturing				P54			P	P		
Motor vehicle and bicycle manufacturing							C	P		
Aircraft, ship and boat building							C	P		
Tire retreading							C	P		
Movie production/distribution			P				P			
Resource Land Uses										
Agriculture:										
Growing and harvesting crops						P	P	P	P	
Raising livestock and small animals						P	P	P	P	
Greenhouse or nursery, wholesale and retail			P			P	P	P	C	
Farm product processing							P	P		
Forestry:										
Growing and harvesting forest products							P			
Forest research							P			

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
Wood waste recycling and storage							C	C		
Fish and Wildlife Management:										
Hatchery/fish preserve (55)						P	P	P	C	
Aquaculture (55)							P	P	C	
Wildlife shelters	C	C							P	
Mineral:										
Processing of minerals							P	P		
Asphalt paving mixtures and block							P	P		
Regional Land Uses										
Jail		C	C			C	C			
Regional storm water management facility		C	C	C		C	C	C		P
Public agency animal control facility			C				P	P		C
Public agency training facility		C56	C56		C56		C57			C57
Nonhydroelectric generation facility	C	C	C				C	C		C
Energy resource recovery facility							C			
Soil recycling/incineration facility							C	C		
Solid waste recycling								C		C
Transfer station							C	C		C
Wastewater treatment facility						C	C	C		C
Transit bus base			C				P			C
Transit park and pool lot	P	P	P	P	P	P	P	P		P
Transit park and ride lot	P	P	P	P	P	P	P	P		C

Specific Land Use	NB	CB (63)	GC	DC	MU (63)	BP	LI	GI	REC	P/I
School bus base	C	C	C				P			C58
Racetrack	C59	C59	C				P			
Fairground						P	P	P		C
Zoo/wildlife exhibit		C	C							C
Stadium/arena			C				C	P		C
College/university	C	P	P	P	P	P	P	P		C
Secure community transition facility								C60		
Opiate substitution treatment program facilities		P61, 62	P61, 62	P61, 62			P62	P62		

SECTION 5. A new definition is added to section 22A.020.200 of the municipal code and shall be placed in alphabetical order in that section as follows:

“Supervised drug consumption facility” means a facility designed to provide a location where individuals are able to consume illicit drugs under professional supervision.

SECTION 6. Expiration. The interim zoning regulations in sections 3, 4, and 5 of this ordinance shall automatically expire and be deemed to have been repealed six months from the date of adoption unless renewed or otherwise extended prior to such date in accordance with RCW 35A.63.220.

SECTION 7. Public hearing. The Marysville City Council will hold a public hearing on this matter on November 27, 2017, at the hour of 7:00 p.m. in the Marysville City Hall, 1049 State Avenue, Marysville, Washington, for the purpose of hearing the public testimony on this matter in accordance with RCW 36.70A.390 and RCW 35A.63.220. The notice for the public hearing shall specifically indicate that this ordinance may be renewed for one or more six month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

SECTION 8. Renewal. In accordance with RCW 35A.63.220, this ordinance may be renewed for one or more six month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

SECTION 9. Severability. If any section, sentence, clause, or phrase of this ordinance shall be held to be invalid or unconstitutional by the Growth Management Hearings Board, or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided,

however, that if any section, sentence, clause or phrase of this ordinance is held to be invalid by the Board or court of competent jurisdiction, then the section, sentence, clause or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause or phrase as if this ordinance had never been adopted.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2017.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date (5 days after publication): _____

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 11/27/2017

AGENDA ITEM:	
Establishing an Emergency Management Organization Ordinance	
PREPARED BY:	DIRECTOR APPROVAL:
Diana Rose	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Copy of proposed Emergency Management Organization Ordinance	
BUDGET CODE:	AMOUNT:
SUMMARY:	

RECOMMENDED ACTION:

City Staff recommends that the City Council consider authorizing the Mayor to sign and execute an ordinance establishing an Emergency Management Organization

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ESTABLISHING A LOCAL EMERGENCY MANAGEMENT ORGANIZATION AND AMENDING CHAPTER 2.12 OF THE MUNICIPAL CODE.

WHEREAS, as a result of annexations and population growth, the City of Marysville should provide its own emergency management services; and

WHEREAS, the City is authorized by RCW 38.52.070 and chapter 118-30 WAC to establish its own emergency management organization; and

WHEREAS, by establishing its own emergency management organization, the City will be able to deliver emergency management services to its citizens more effectively, thereby enhancing public safety, health, and welfare.

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

SECTION 1. Amendment of Municipal Code. Chapter 2.12 of 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 five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2017.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to from:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

Chapter 2.12

EMERGENCY SERVICES — DISASTER PLAN MANAGEMENT ORGANIZATION

Sections:

- ~~2.12.010 Statutes incorporated by reference Purpose.~~
- ~~2.12.020 Participation in Snohomish County department of emergency services Local emergency management organization established.~~
- ~~2.12.030 Adoption of local disaster plan.~~
- ~~2.12.040 State of emergency~~
- ~~2.12.050 General public duty created~~

2.12.010 Statutes incorporated by reference Purpose and declaration of policy.

The following statutes relating to emergency services are incorporated by reference:

~~RCW~~

- ~~38.52.070 (Establishment of local emergency service organizations)~~
- ~~38.52.080 (Outside aid — Rights and liabilities)~~
- ~~38.52.090 (Mutual aid arrangements)~~
- ~~38.52.100 (Appropriations — Acceptance of funds, services, etc.)~~
- ~~38.52.110 (Use of existing services and facilities — Impressment of citizenry)~~
- ~~38.52.120 (Political activity prohibited)~~
- ~~38.52.130 (Loyalty oath required)~~
- ~~38.52.140 (Status of civil service employee preserved)~~
- ~~38.52.150 (Orders, rules, regulations — Penalty)~~
- ~~38.52.180 (Immunity from liability)~~
- ~~38.52.190 (Compensation for injury or death)~~
- ~~38.52.195 (Exemption from liability while providing construction, equipment or work)~~
- ~~38.52.200 (Liability for compensation is in lieu of other liability)~~
- ~~38.52.390 (Contracts or work on cost basis for emergency services activities)~~
- ~~38.52.400 (Search and rescue activities)~~

The purpose of this chapter is to create an emergency management organization to prepare and implement an emergency management plan and to mitigate, prepare for, respond to and recover from injury and damage to

persons or property resulting from emergencies or disasters in a manner consistent with chapter 38.52 RCW, the Washington Emergency Management Act, and any implementing regulations promulgated by the State of Washington. And to provide for the continuity of city government in a manner consistent with chapter 42.14 RCW, the continuity of government act. Any expenditures made in connection with emergency management activities, including mutual aid activities, are deemed to be for a general city purpose and this chapter is intended to grant the broadest power permitted by constitutional and statutory authority to preserve the public health, safety, and welfare.

2.12.020 Participation in Snohomish County department of emergency services Local emergency management organization established.

Pursuant to RCW 38.52.070, the city joins as an active member and participant in the interlocal emergency services organization established and operated by the Snohomish County department of emergency services. A membership assessment shall be included within each annual budget adopted by the city, and paid to the department. A Marysville Emergency Management Organization (EMO) is created to carry out emergency management functions. The EMO will be headed by a director, known as the emergency manager. The emergency manager will be appointed by the mayor and under the direction and control of report to the chief administrative officer. The emergency manager will be directly responsible for the organization, administration, and operation of the EMO. The emergency manager will ensure compliance with chapter 38.52 RCW and chapter 118-30 WAC and coordinate, when appropriate, with the state military department and other emergency management organizations. The City adopts the National Incident Management System (NIMS), including the Incident Command System (ICS), as the standard for managing emergency incidents.

2.12.030 Adoption of local disaster emergency management plan.

By resolution, the city council shall will adopt a disaster comprehensive emergency management plan for the city. The plan shall be filed with the Snohomish County department of emergency services and with the state Director of Emergency Services. Copies of the same shall be available to the public at City Hall during all business hours. The plan shall be subject to amendment at any time by resolution of the city council.

2.12.040 State of emergency.

(1) Declaration of State of Emergency. The mayor, or the person succeeding to the powers of the mayor, may, after determining that there is a public disorder, disaster, energy emergency, riot, or similar dangerous and emergency circumstance within the city which constitutes an immediate danger or threat to the life, health, property, or public peace of the citizens of the city, proclaim a state of emergency. In the event there is a

proclamation of a state of emergency, notice of the proclamation shall be given to the citizens of the city, in every reasonable manner.

(2) Authority of Mayor During State of Emergency. The mayor, or successor to mayor's powers, is authorized to include in the proclamation an order prohibiting:

(a) Any person being on the public streets or in the public parks or at any other public place during the hours declared by the mayor to be a period of curfew;

(b) Any number of persons from assembling or gathering on the public streets, parks, or other open areas of the city, either public or private;

(c) The transporting, possession, or use of gasoline, kerosene, or combustible, flammable, or explosive liquids or materials in a glass or uncapped container of any kind, except in connection with normal operation of motor vehicles, normal home use, or legitimate commercial use;

(d) The sale, purchase, or dispensing of alcoholic beverages;

(e) The sale, purchase, or dispensing of other commodities or goods, as he reasonably believes should be prohibited or controlled to help preserve and maintain life, health, property or the public peace;

(f) The use of certain streets, highways, or public ways by the public; and

(g) Such other activities as she or he reasonably believes should be prohibited to help preserve and maintain life, health, property, or the public peace.

(3) During a state of emergency declared by the mayor or the governor, the mayor may:

(a) Obtain vital supplies and equipment and bind the city of Marysville to pay fair value for them or commandeer the same for public use;

(b) Control and direct the emergency management organization to preserve public health and safety; and

(c) Utilize any lawful authority or special powers conferred by this chapter or by any statute or by any other legal basis.

(4) Violations.

(a) Any person who knowingly violates any provision of an order issued by the mayor under this section is guilty of a misdemeanor. A second offense is a gross misdemeanor.

(b) Any person who knowingly refuses to comply with a lawful order of a public official or peace officer during an emergency is guilty of a misdemeanor. A second offense is a gross misdemeanor.

(5) Absence of Mayor/Line of Succession with Emergency Authority. The line of succession for persons with the power to declare a state of emergency and issue directives and prohibitions during the state of emergency shall be as follows:

Mayor;

Council president/mayor pro tem;

Most senior council member, with seniority determined by including all years served on the city council, regardless of whether there was a gap in years served on the council. Or if the city council is in session, a council member will be appointed by vote of the council.

In the event the mayor and entire city council is not available due to injury or absence, the line of succession with emergency powers shall be as follows:

Chief Administrative Officer

Police chief;

Public works director;

Most senior member of the police command staff.

Each department director shall designate an order of succession for his or her department in consultation with the mayor and chief administrative officer and advise the emergency manager.

2.12.050. General public duty created.

(1) It is expressly the purpose of this ordinance and any comprehensive emergency management plan adopted by the city to provide for and promote the health, safety, and welfare of the general public and not to

create or otherwise establish or designate any particular class or group of persons who will or should be specially protected or benefited by the terms of this ordinance.

(2) Nothing contained in this ordinance or a comprehensive emergency management plan is intended to create or form the basis of any liability on the part of the city, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the city related in any manner to the enforcement of this ordinance by its officers, employees or agents.

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 11/27/2017

AGENDA ITEM:	
Resolution Adopting Comprehensive Emergency Management Plan	
PREPARED BY:	DIRECTOR APPROVAL:
Diana Rose	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Copy of City of Marysville Comprehensive Emergency Management Plan	
BUDGET CODE:	AMOUNT:
SUMMARY:	

RECOMMENDED ACTION:
 City Staff recommends that the City Council consider authorizing the Mayor to sign a resolution adopting the Comprehensive Emergency Management Plan.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, ADOPTING A COMPREHENSIVE EMERGENCY
MANAGEMENT PLAN.**

WHEREAS, a wide range of natural, technological, and man-made hazards and disasters can expose citizens and property in the City of Marysville to risk of loss, damage, injury, or death; and

WHEREAS, the City has created its own emergency management organization to plan for and respond to emergencies and disasters that may occur in the City; and

WHEREAS, responding to such risks requires the City to have planned to coordinate the response of its emergency personnel and supporting services internally and with other local, state, and federal agencies; and

WHEREAS, the Comprehensive Emergency Management Plan attached as Exhibit A is a framework for disaster mitigation, preparedness, and response and recovery activities and supports National Incident Management System (NIMS) compliance requirements; and

WHEREAS, public health, safety, and welfare will be enhanced by the adoption of a Comprehensive Emergency Management Plan to coordinate and plan the City’s response in the case of an emergency or disaster.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Comprehensive Emergency Management Plan attached as Exhibit A is adopted.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2017.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

EXHIBIT A



City of
Marysville

2017

Comprehensive Emergency
Management Plan (CEMP)

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Promulgation/Adoption Memorandum

WHEREAS, citizens and property within the City of Marysville are at risk to a wide range of natural, technological, and man-caused hazards; and

WHEREAS, when such an unfortunate event occurs; local, county, state, and federal response agencies must be prepared to respond in a well-coordinated manner by developing and using an Incident Command System (ICS) in accordance with the National Incident Management System (NIMS) to protect the public and the natural resources and minimize property damage within the community; and

WHEREAS, this Comprehensive Emergency Management Plan is needed to coordinate the response of emergency personnel and supporting services of all Marysville agencies in the event of an emergency or disaster and during the aftermath thereof; and

NOW, THEREFORE, the undersigned, by virtue of the power and authority vested in us by the laws of this State do hereby adopt the City of Marysville Comprehensive Emergency Management Plan. This plan superseded all previous versions of the City of Marysville's Comprehensive Emergency Management Plan.

Signed by:

Mayor, City of Marysville

Date

Risk/Emergency Manager
City of Marysville

Date

Forward

The City of Marysville Comprehensive Emergency Management Plan (CEMP) represents the framework for disaster mitigation, preparedness, and response and recovery activities. The CEMP supports National Incident Management System (NIMS) compliance requirements and utilizes the NIMS Incident Command System (ICS). This plan establishes an all-hazards approach to enhance the City of Marysville ability to manage emergencies and disasters in an effort to reduce the impact to citizens, the environment, the economy and property.

This version, dated November 27, 2017 supersedes all previous editions.

This CEMP organized in accordance with FEMA's 2010 Comprehensive Preparedness Guide (CPG) 101 v. 2 and, as such, is designed to achieve the desired effects outlined in that document.

It assigns responsibilities to organizations and departments for carrying out specific actions during an emergency that exceeds the capability or routine responsibility of any one agency or department; sets forth lines of authority and organizational relationships and shows how multi-agency actions will be coordinated; identifies personnel, equipment, facilities, supplies, and other resources available; and identifies steps to address preparedness and mitigation concerns.

Department Directors are reminded of their responsibilities concerning emergency management; specifically to support and participate on assigned committees, attend training sessions, offer updates to the CEMP as necessary, and develop and maintain emergency departmental standard operating guidelines that allow for the continuation of services during and following a disaster or significant event. All City of Marysville Line of Succession personnel, Department Directors, and recipients of the CEMP should review this document and become familiar with their obligations and responsibilities.

As a concept, Whole Community is a means by which residents, emergency management practitioners, community leaders and government officials can collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities, and interests. By doing so, a more effective path to societal security and resilience is built.

The Department of Homeland Security (DHS) defines access and functional need accommodations as circumstances that are met for providing physical, programmatic and effective communication access to the whole community by accommodating individual requirements through universal accessibility and/or specific actions or modifications.

To the extent possible based on local resources, this plan is intended to manage emergencies and disasters in a manner that address the needs of vulnerable populations.

Record of Changes

Change Number	Date Entered	Content of Change	Initials

City of Marysville
 COMPREHENSIVE EMERGENCY MANAGEMENT
 PLAN

RECORD OF DISTRIBUTION

Copy#	Date	Office/Department/Title
		City of Marysville
1		Mayor
2		Chief Administrative Officer
3		Emergency Manager
4		Communications Officer
5		City Attorney
6		Public Works Director
7		Parks Director
8		Finance Director
9		Community Development Director
10		Human Resources Director
11		Information Services Manager
12		Safety Training Officer
13		Police Department - Chief
14		Police Department – Assistant Chief
15		Police Department – Commander Operations
16		Police Department – Commander Operations
		Marysville Fire District
17		Fire District – Chief
18		Fire District – Deputy Chief/Fire Marshall
19		Fire District – Deputy Chief of Operations
		364th Expeditionary Sustainment Command (ESC)
20		Area Security/Force Protection Officer
		Partner Agencies
21		Snohomish County DEM
22		City of Everett OEM
23		Marysville School District – Main Office
24		Marysville School District – Transportation Office
25		Snohomish Health District

BASIC PLAN

I. INTRODUCTION

Purpose

The intent of this document is to provide guidance during an emergency, or major disaster to coordinate response efforts, prioritize restoration of government services, and speed economic and physical recovery. Additionally, it outlines broad prevention, preparedness, and mitigation approaches. It outlines Marysville functions and responsibilities of participating departments, agencies, organizations, and individuals.

It is expressly the purpose of this comprehensive emergency management plan adopted by the city to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be specially protected or benefited by the terms of this plan.

Nothing in this plan is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this plan by its officers, employees or agents.

The City of Marysville Ordinance No. _____ establishes a local Emergency Management Organization and approves the CEMP and adopts the National Incident Management System (NIMS), including the Incident Command System (ICS), as the standard for managing emergency incidents.

Scope

This CEMP will be activated for major disasters and emergencies that affect the incorporated areas of Marysville.

Procedures for minor emergencies and incidents are covered in respective local departmental, agency, or jurisdictional plans, policies, and/or procedures.

Situation Overview

City of Marysville is located 35 miles north of Seattle, adjacent to Everett on the north side of the Snohomish River. It is the second-largest city in Snohomish County after Everett, with a population of 65,900 residents (April 2017 OFM Population of Cities, Towns and Counties).

The 2015 Snohomish County Natural Hazards Mitigation Plan (NHMP) list the man-made and natural disasters and emergencies the County is vulnerable to. The City of Marysville has an annex within the Snohomish County plan that identifies natural hazards that are specific to our city. Severe Weather, Climate Change, Flooding and Earthquakes are among the highest ranking for our area. The following is a list of recent federally declared disasters that affected our city:

NATURAL HAZARD EVENTS			
Type of Event	FEMA Disaster #(if applicable)	Date	Preliminary Damage Assessment
Severe Storm Event	4249-DR	11/2015	\$95,528.36
Severe Storm Event	4242-DR	08/2015	\$67,289.05
Snow/Severe Weather	4056-DR	1/2012	\$56,156.77

The City of Marysville will endeavor to make every reasonable effort to respond in the event of an emergency or disaster. However, municipal resources and systems may be overwhelmed. The responsibilities outlined in the CEMP will be fulfilled only if the situation, information exchange, extent of actual agency capabilities, and resources are available at the time.

There is no guarantee implied by this plan that a perfect response to emergency or disaster incidents will be practical or even possible.

Planning Assumptions

- An emergency or disaster may occur with no advance warning and quickly overcome not only the City of Marysville's response capabilities, but the surrounding areas as well.
- The City of Marysville will manage emergency management operations within its jurisdictional borders in accordance with the principles outlined in the National Incident Management System (NIMS).
- The City of Marysville will make every reasonable effort to respond in the event of an emergency or disaster; however, the ability to fulfill the responsibilities and roles as outlined in this plan are subject to the extent of the situation and availability of resources.
- Delivery of routine city services to citizens will likely be impacted by an emergency or major disaster and may be reduced or cease for an undetermined period of time. Continuation and restoration of services will be prioritized by the impact to citizens and resources available
- A large-scale incident may result in numerous casualties; fatalities; displaced people; property loss; disruption of normal life support systems, essential public services, and basic infrastructure; and significant damage to the environment. It may also attract a large influx of spontaneous volunteers and supplies.
- Depending upon the magnitude of the disaster, outside assistance may be delayed indefinitely. City of Marysville residents, businesses, and industry should plan to be self-sufficient for a minimum of ten days.
- The combined expertise and capabilities of government at all levels, the private sector, and nongovernmental organizations, and volunteers will be required to mitigate, prepare for, respond to, and recover from large-scale incidents. These efforts may require prolonged, sustained incident management operations and support activities.
- Citizens can register through the Smart911 system and self-identify if they have any access or functional needs. This information will be available to dispatchers at the 911 call center and can be communicated to local first responders. Citizens can register at www.smart911.com.
- Nothing in this Plan is intended to impose any duty upon the city or any of its officers or employees.

II. CONCEPT OF OPERATIONS

General

During an incident, the top priorities for incident management will be:

- Save lives and protect the health and safety of the public, responders, and recovery workers.
- Protect property and mitigate damages and impacts to individuals, communities, and the environment.
- Protect and restore critical infrastructure and key resources.
- Facilitate the recovery of individuals, families, businesses, governments, and the environment.

Each department needs to develop emergency departmental standard operating guidelines complementary to this plan. At a minimum, it is the responsibility of departmental leadership to establish a:

- Line of succession to execute emergency and disaster responsibilities.
- Departmental emergency and disaster response capability to include personnel, facilities, and equipment.
- Means of departmental emergency mobilization and communications.

Emergency Operations

Incident with Advance Warning:

If notified of a situation that could develop into an emergency (flood, high wind event, winter storm, etc.),

City of Marysville may:

- Place staff on standby and increase situation monitoring.
- Activate/staff local Emergency Operations Center (EOC) or Incident Command Post (ICP) as appropriate to manage preparedness/response activities.
- Emergency response agencies (fire, law enforcement, public works, etc.) may add more shift staff to cover the anticipated impact of the emergency.
- Notify potentially threatened areas utilizing local resources and/or in conjunction with Snohomish County Emergency Management.
- Coordinate public/media information releases.
- Draft a Proclamation of Emergency if the incident is expected to be large enough to warrant one.

No-Notice Incident:

If a spontaneous emergency happens (earthquake, HAZMAT incident, etc.), City of Marysville's departments and agencies will activate their emergency response personnel according to their established procedures.

EOC Operations

EOC Activation Authority

The decision to activate the EOC is made by the Mayor or designee.

The City of Marysville EOC will normally activate in response to:

- Intelligence data indicates the potential for an emergency that may exceed local capabilities.
- At the direction of the Mayor or designee.
- At the request from an on-site Incident Commander or Department Director.

EOC Activation Levels

The EOC activation level should correspond to the situation and need for coordination and support. EOC activation levels listed below consistent with the levels utilized by Snohomish County ECC and the Washington State EOC:

- **MONITORING (Level 1)** – Applicable department head(s) and EOC Manager monitor the situation.
 - This corresponds to a WA EMD EOC Phase/Level 3.
- **PARTIAL (Level 2)** – Assigned Jurisdiction staff plus incident specific representatives and support staff as needed.
 - This corresponds to a WA EMD EOC Phase/Level 2.
- **FULL (Level 3)** – Assigned Jurisdiction staff plus EOC representative and support staff positions filled.
 - This corresponds to a WA EMD EOC Phase/Level 1

Emergency Proclamation

When a disaster exceeds the jurisdiction's capabilities, the Mayor may issue a proclamation of emergency and request additional assistance through the Snohomish County Executive to DEM. If the disaster should exceed the capabilities of the county, the county executive may issue a proclamation of emergency and request additional assistance through Washington State Emergency Management Division or to the Governor.

The City of Marysville Mayor, Chief Administrative Officer, assisted by the Emergency Manager, shall be responsible for the preparation of Emergency Proclamations.

The City of Marysville is responsible for notifying the Snohomish County EOC following the Local Proclamation of Emergency.

Preparedness Activities

Preparedness involves actions taken to encourage a state of readiness in governments, public organizations, the private sector, families and individuals that provide the capability to prepare for and to survive a disaster or event. Before a disaster strikes, city, county, and other government agencies shall take steps to reduce the impacts. These steps should include, but are not limited to:

- Conduct planning studies of potential disaster elements in the city.
- Review disaster readiness capabilities and upgrade procedures to keep current with changing and evolving emergency management and response technology.
- Encourage and maintain interagency cooperation and coordination of readiness planning.
- Maintain vehicles, equipment, and facilities in a ready condition.
- Conduct public information and educational programs and presentations on disaster preparedness, personal safety, and sustainability.
- Test and gauge response capabilities by conducting and participating in training, drills, and exercises. Establish and test "call outs" in the event of an emergency.

Prevention Activities

Prevention involves actions necessary to avoid, prevent, or stop a threatened or actual act of terrorism within the United States. These steps may include, but are not limited to:

- Provide timely, accurate, and appropriate information relating to known or anticipated terror incidents (Intel & Info Sharing).
- Integrate security design elements in the construction/renovation of buildings/facilities (Interdict & Disrupt).
- Implement security procedures and protocols to identify, discover, or locate threats and/or hazards through surveillance and/or search procedures (Screening, Search, & Detection).
- Preserve and protect physical and digital evidence related to actual or suspected acts of terrorism (Forensics & Attribution).

Protection Activities

Protection involves capabilities necessary to secure the homeland against acts of terrorism, and manmade or natural disasters. These steps may include, but are not limited to:

- Implement guidelines and protocols to verify and control access to sensitive locations, information, and networks (Access Control & ID Verification).
- Implement guidelines and protocols to safeguard information systems and information (Cybersecurity)
- Implement guidelines and procedures to detect, respond to, and report malicious cyber activities (Cybersecurity).
- Implement guidelines and physical security procedures to protect critical infrastructure, materials, systems, and personnel from deliberate efforts to damage or incapacitate (Physical Protective Measures).
- Implement proactive strategies to identify and measure risks based on known or anticipated threats/hazards, and implement appropriate risk reduction strategies (Risk Management for Protection Programs & Activities).
- Implement proactive strategies to increase the security of and resiliency of the supply chain to include methods of production, storage, and transport (Supply Chain Integrity & Security).

Mitigation Activities

Mitigation includes programs, plans, and activities designed to eliminate or reduce the degree of long term risk to life and property, and to reduce future losses from disasters or events. Mitigation efforts undertaken by City of Marysville include:

- Participate in Snohomish County's Natural Hazard Mitigation planning efforts by providing input on the county's overall mitigation plan and creating a jurisdictional annex to that plan.
- Identify and maintain an inventory of potential mitigation opportunities throughout the city for possible future grant funding.
- Identify funding sources to complete projects that have significant risk reduction for the community

Response Activities

Response includes actions taken immediately before, during, or directly after an emergency to save lives, minimize damage, and to enhance recovery activities. All agencies involved in response shall:

Response – Increased Readiness Period

- Comply with established checklists and review response status and procedures.
- Notify key personnel according to existing SOPs.
- Notify the appropriate organizations.
- Prepare and update necessary information for public information.
- Activate the appropriate Emergency Operations Center (EOC).
- If possible, initiate mitigation and preparedness programs to reduce the effects of the event.
- Initiate all record-keeping, data collection, and control measures to quality control.

Response – Emergency Period

- Initiate and conduct disaster response operations in accordance with established SOG's.
- Coordinate their response with all involved agencies and jurisdictions through the EOC.
- Keep the public and government officials advised of actions taken.
- Assess and evaluate the effectiveness of emergency response efforts and establish priorities in the application of resources.
- Ensure accurate record keeping, data collection, and control measures are maintained.
- Account for the safety and well-being of responders and their families.

Recovery Activities

Recovery involves actions taken to return vital life support systems to minimum operating standards, and long-term activities to a “new state of normal”. After the threat to life and property has passed those agencies involved in response shall:

- Obtain detailed damage assessment information.
- Coordinate the application of resources to meet the long term needs of the jurisdiction.
- Identify deficiencies in response, conduct after action critiques, and implement actions for improvement.

III. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

Federal Government

See the National Planning Frameworks (NPFs), May 2013

Requests for Federal assistance will be processed in accordance with the National Response Framework. Normally, the request will be processed through Snohomish County Department of Emergency Management to the State Emergency Operations Center (SEOC) and subsequently to the Federal Emergency Management Agency. Some typical federal assets that may be requested are: Federal Emergency Management Agency, US Coast Guard, US Department of Homeland Security, Federal Bureau of Investigation (USDOJ) and US Department of Defense.

State Government

See the Washington State Comprehensive Emergency Management Plan (CEMP), June 2016

Requests for State assistance may be submitted directly to the State Emergency Operations Center (SEOC) by the City of Marysville Emergency Management, or Marysville Emergency Operations Center as appropriate based on activation level of the Emergency Operations Center. Normally, requests for State assistance will be submitted to the Snohomish County Department of Emergency Management. Some typical state assets that may be requested are: State Patrol, National Guard, Department of Transportation, Department of Agriculture, Department of Ecology and Department of Health.

County Government

See the Snohomish County Comprehensive Emergency Management Plan (CEMP), December 2014

Snohomish County Department of Emergency Management through the Snohomish County Emergency Coordinating Center (SC ECC) will be the primary point of contact for requesting emergency or major disaster support, except for existing departmental mutual aid agreements.

City of Marysville

Mayor/Designee

- Provide elected official coordination and request support from County representatives.
- Guide overall response policy direction.
- Responsible for establishing EOC response objectives.

City of Marysville Council

- Provide policy approval for funding support/allocation
- Approve appropriate motions, ordinances, or other required legislation to facilitate an expedient response.

City of Marysville Risk/Emergency Manager

- Assume responsibility for updating this Plan.
- Coordinate emergency activities of local agencies in preparing and responding to disasters and/or events.
- Provide communication coordination for response agencies during a disaster.
- Assist elected officials by providing staff assistance in a disaster.
- Act as a point-of-contact for requesting disaster assistance from other governmental agencies (except mutual aid).
- Prepare damage assessment, incident reports, or other disaster analysis reports as necessary.
- Work with the PIO to warn the public of impending disasters and provide adequate instructions before, during, and after an emergency event.
- Provide public education as it pertains to preparedness and response.
- Coordinate resource availability and use.
- Maintain current Standard Operating Guidelines (SOGs) for emergency management functions.

Finance/Treasury/City Clerk

- Ensure disaster related expenditures are made in accordance with applicable laws, regulations, and accounting procedures.
- Remove and secure public records as necessary.
- Provide personnel for damage assessment teams as needed.
- Maintain current SOG's.

City of Marysville Public Works

- Maintain and/or repair major thoroughfares and bridges for emergency vehicles.
- Provide refuse and/or debris removal or disposal.
- Keep storm, sewer, and water systems sanitary and operational.
- Provide barricades and other traffic control equipment as needed.
- Provide equipment and operators to assist in emergency situations.
- Provide damage assessment reports.
- Provide information on current road conditions.
- Maintain current SOPs.
- Document emergency related costs and activities

Police

- Provide Law Enforcement services for the city.
- Provide command and control for field operations through established Incident Command Posts as appropriate
- Provide guidance for emergency traffic control
- Direct or support evacuation efforts as appropriate
- Provide support to the Snohomish County Medical Examiner in the identification of the deceased
- Provide support in the dissemination of emergency warning information to the public
- Participate in initial jurisdiction-wide damage assessment as appropriate
- Provide coordination of explosive device identification, handling, and disposal
- Document emergency related costs and activities

Fire Service

- Marysville Fire District provides Fire Service for City of Marysville.
- Provide command and control for field operations through established Incident Command Posts as appropriate
- Provide fire suppression services
- Provide hazardous materials incident command and radiological monitoring. Coordinate with other government agencies as appropriate.
- Provide light and heavy rescue response. Coordinate with other government agencies as appropriate.
- Provide emergency medical services. When necessary and resources are available, coordinate the establishment of first aid stations, temporary medical treatment facilities and morgues within the jurisdiction. Coordinate transportation to hospitals.
- Direct or support evacuation efforts as appropriate.
- Provide support in the dissemination of emergency warning information to the public.
- Provide support to other departments in city-wide structural damage assessment, traffic control, emergency warnings, road closure and protection of property as appropriate.
- Participate in initial jurisdiction-wide damage assessment as appropriate, including assessment of department facilities.

Snohomish Health District

- In the event of an emergency that affects the health of the community.
- Coordination of public health and medical services within the county during the disaster response
- Provide disease investigation and surveillance
- Identify ways to reduce risk's to the community's health
- Provide health information and updates to the community through all forms of media they have access to.

Private Sector

- Private sector organizations are a vital part of the emergency management team before, during and after an incident.
- They must provide for the welfare and protection of their employees, infrastructure and facilities.
- Emergency Management and city staff must work seamlessly with businesses that provide power, communications, networks, transportation, and medical care.
- Planning for the protection of information and the continuity of business operations is essential for the recovery phase
- Collaborating with emergency management personnel before an incident to identify what assistance may be necessary in a catastrophic event.
- Establishing mutual aid agreements in advance of an event to provide specific response capabilities.

Volunteers

- The use of volunteers has proven critical to emergency management.
- Both individual volunteers and established volunteer groups offer a wealth of skills and resources that can be used prior to, during, and after an emergency.
- The city trains volunteers in emergency management through Community Emergency Response Team (CERT) training annually with refresher courses twice a year.
- The Marysville Volunteer Program (MVP) trains volunteers in security and other various roles that are useful to the city before, during and after an incident.
- We have an established Volunteer Reception Center (VRC) located at Grove Church 4705 Grove Street in Marysville.

IV. DIRECTION, CONTROL, AND COORDINATION

Direction

The Mayor and/or designee is responsible for establishing objectives for emergency management and providing general guidance for disaster response and recovery operations.

The City of Marysville Emergency Manager is responsible for coordinating the emergency management program.

Roles and responsibilities of the EOC Manager and the City of Marysville Emergency Operations Center are outlined in a separate documents titled Emergency Operations Center Standard Operating Guide (EOC SOG) and EOC Position Descriptions (Annex 1)

Control

During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment should carry out mission assignments directed by the Incident Commander or EOC Manager.

During emergencies, certain agencies may relocate their center of control to the EOC. During large-scale emergencies, the EOC may become the seat of government during the duration of the crisis.

Coordination

Department/agency heads and other officials legally administering from their office may perform their emergency functions(s) on their own initiative if, in their judgment, the safety or welfare of citizens of the city are threatened. The City of Marysville Emergency Manager should be notified as soon as possible.

Emergency response at an incident site will be managed by the on-scene Incident Commander, assisted by a staff sufficient for the tasks to be performed, that have jurisdiction.

V. INFORMATION COLLECTION, ANALYSIS, AND DISSEMINATION

Purpose

The accurate and timely collection, analysis, and sharing of information is critical in developing situational awareness during an emergency or disaster. This collation of information should result in creating a Common Operating Picture (COP) of the emergent situation from which appropriate responses can be formulated.

General

Information collection and sharing will normally be accomplished by the Situation Report (SITREP). The SITREP is the standard format established by the Washington State Emergency Management Division and used by the Snohomish County ECC (SC-ECC). Situation Reports may be submitted multiple times during an operational period, but at a minimum of once a day.

Other quick, short-term formats may be used when appropriate to keep the SC-ECC informed of rapidly changing circumstances. The Incident Snapshot Report (ISNAP) is often used for immediate messaging while the SITREP is in progress.

The City of Marysville EOC is the eyes and ears of the SC-ECC. Developing situational awareness obtained through Windshield Damage Assessments and other means conveyed to the SC-ECC in a timely manner is the best means to help the county deliver meaningful levels of prioritized support to where it is needed most by City of Marysville EOC.

Priority Information Requirements

- Immediate hazards to Life Safety such as the presence of hazardous materials, building, bridge or road damage, fires, dangerous individuals, live electricity, etc.
-
- Immediate hazards to property and/or the environment
- Victim/Casualty information such as:
 - a. Numbers of injured/killed
 - b. Types of injuries
 - c. Location

VI. COMMUNICATIONS

Communications utilized during emergency and disaster operations will include all systems now in use by all response agencies and emergency support units, provided they are available. Agency two-way radio communications will be the primary means of communication used to direct, control and coordinate emergency operations. Telephones and amateur radio systems will be used to support communications, when necessary and available. If available, Emergency Notification Systems will be used to notify the public. SMS Text Messaging, Social Media and Radio Broadcasts.

VII. ADMINISTRATION, FINANCE, AND LOGISTICS

Administration

All organizations with disaster responsibilities should establish and maintain files of disaster related directives and forms. These files include, but are not limited to:

- Situation Reports
- Proclamations of Emergency
- Requests for Assistance
- Offers of Assistance
- Damage Assessment Reports

During emergency operations, non-essential administrative activities may be suspended. Personnel not assigned to essential duties may be assigned to other departments in order to provide support services.

Executive heads of local political subdivisions may command the service and equipment of citizens under the provisions and limitations of RCW 38.52.110 (2).

Emergency workers utilized as outlined in Chapter 38.52 RCW shall be granted liability insurance coverage provided they meet all legal provisions as stated in Chapter 118-04 WAC.

All volunteer resources and donations will be tracked and recorded to use as documentation for the event. This will be done by trained volunteers and city employees at the Volunteer Reception Center (VRC) and Donations Management Site (DMS). The VRC/DMS is located at Grove Church 4705 Grove Street in Marysville.

Finance

Emergency expenditures are not normally integrated into the budgeting process of local governments. However, disasters may occur which require substantial and necessary unanticipated obligations and expenditures. The City of Marysville will incur disaster related obligations and expenditures in accordance with the provisions of RCW 38.52.070 (2).

- Emergency expenditures for towns and cities with populations less than 300,000. RCWs 35.33.081, 35.33.091, and 35.33.101.
- Emergency expenditures for code cities. RCWs 35A.33.080 and 35A.34.140.

Every City department shall be responsible for maintaining detailed records from the onset of an incident or event to include, but are not limited to:

- Work that is performed by force account.

- Appropriate extracts from payrolls, with any cross references needed to locate original documents. This will include timesheets or payroll reports, verification of wage and benefits, overtime or comp time approvals, and copies of union contracts.
- A schedule of equipment used on the job.
- Invoices, warrants, and checks issued and paid for materials and supplies used on the job.
- Work that is contracted out.
- Copies of requests for bids.
- Invoices submitted by the contractor.
- Work done under Mutual Aid Agreements and Interlocal Agreements

Additionally, the City of Marysville Finance Department is responsible for verifying all City departments' disaster financial records and maintaining complete, city-wide disaster financial records.

Disaster-related expenditures and obligations of local jurisdictions and organizations may be reimbursed under a number of federal programs. The federal government may authorize reimbursement of approved costs for work performed in the restoration of certain public facilities after a major disaster declaration by the President of the United States under the statutory authority of certain federal agencies.

- Public Assistance (PA) Program – Provides supplemental financial assistance to state, local governments, certain private and non-profit organizations for response and recovery activities as a result of a presidentially declared disaster. The PA Program provides federal grant assistance for the repair, replacement or restoration of disaster-damaged, publicly owned and uninsured facilities. This grant funding is provided at a 75% federal share to 25% applicant share for expenses that are approved during the application process.
- Individual Assistance (IA) Program – Following a presidentially declared disaster, the IA program assists individuals who are experiencing difficulties post-disaster.
- Small Business Administration (SBA) – Following a presidentially declared disaster, the SBA can loan money to homeowners, renters, and business owners for disaster related repairs and personal property replacement.
- Other Needs Assistance (ONA) – Following a presidentially declared disaster, the ONA can provide financial assistance to individuals and households who have no applicable insurance and may have been denied by the SBA Disaster Assistance Program.

Audits of state, county and local jurisdiction emergency expenditures will be conducted in the normal course of state and local government audits. Audits of projects approved for funding with federal disaster assistance funds are necessary to determine the eligibility of the costs claimed by the applicant. The state and federal government conduct these audits. .

Records shall be kept so disaster related expenditures and obligations of the city can be readily identified from regular or general programs and activities.

It is the policy of City of Marysville that each city department will assign personnel to be responsible for documentation of disaster activities and costs. The Finance Director or designee shall develop effective administrative methods to keep detailed records distinguishing disaster operational activities and expenditures from routine activities and expenditures.

Logistics

City of Marysville departments need to prepare and maintain an updated list of its personnel, facilities and equipment resources as part of their Standard Operating Guidelines. Any or all of these resources may be called upon during disaster and emergency operations.

Community Points of Distribution (CPOD) have been identified and developed in conjunction with Snohomish County Department of Emergency Management (SC DEM). Updates to the list of locations will be provided to SC DEM and also to the State of Washington Emergency Management Division. The City of Marysville participates in annual CPOD training and has trained volunteers and city staff that are qualified to operate a CPOD.

The executive heads of local political subdivisions “are directed to utilize the services, equipment, supplies, and facilities of existing departments, offices, and agencies” of their political subdivision and “all such departments, offices, and agencies are directed to cooperate with and extend such services and facilities to the emergency management organizations of the state upon request notwithstanding any other provision of law.” (RCW 38.52.110 (1))

VIII. AUTHORITIES

Washington State Law: Revised Code of Washington (RCW) and Washington Administrative Codes (WAC)

- RCW 35A.33.080, 35.33.081, 35A.34.140, 35.33.091, Emergency expenditures-Nondebatable emergencies
- RCW 38.52 Emergency Management
- RCW 38.56 Intrastate Mutual Aid System
- RCW 43.88.250 Emergency Expenditures
- RCW 49.60.030 Freedom from discrimination – Declaration of civil rights
- RCW 70.136 Hazardous Materials Incidents
- WAC 118-04 Emergency Worker Program
- WAC 118-09 Criteria for Eligibility and Allocation of Emergency Management Assistance Funds
- Title 44 CFR 206 Federal Disaster Assistance
- Public Law 93-288 and 100-707, The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974, as amended by the Disaster Mitigation Act of 2000, (Public Law 106-390), and Sandy Recovery Improvement Act of 2013 (PL 113-2)
- Public Law 104-321 Emergency Management Assistance Compact
- Public Law 109-308 Pets Evacuation and Transportation Standards (PETS) Act
- Public Law 110-325 The ADA Amendments Act of 2008

IX. PLAN DEVELOPMENT AND MAINTENANCE

Responsibility for overall development and maintenance of this CEMP is the responsibility of City of Marysville Emergency Manager.

After Action Review Meetings will be done within two (2) weeks following every activation. This process will include departments and representatives that were present in the Emergency Operations Center during the activation. The results of the review can be used to improve our processes and guidelines during an activation.

The City EOC staff will participate in annual training either through specific position training or EOC training in a full scale exercise or tabletop drill. The after action discussion and training evaluation forms will be used to ensure this plan is continually developed and changes are identified and implemented.

The CEMP will be revised at a minimum of every five years from the date of last State approval. Notwithstanding the regular update schedule, the City of Marysville Emergency Manager will review the CEMP on an annual basis and collate suggested updates and revisions from multiple sources.


Revisions may result from a variety of causes such as:

- New procedures, policies or technologies
- Changes from local, state and federal agencies
- Lessons learned from an actual event
- Feedback from training/exercises or case study review
- To accommodate new organizations or organizational structures
- After Action Review meeting results

Index #12

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

CITY COUNCIL MEETING DATE: November 27, 2017

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

The attached resolution contains a list of technology hardware that is currently inoperable or obsolete.

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

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

We expect to be able to auction off some of the PCs and all of the tablets using an "eBay style" purchase now or best bid format. This system has been used successfully for ten years and has sold approximately 250 surplus PCs and other miscellaneous pieces of technology. Some systems with no market value will be donated to the Marysville Arts & Technology High School Computer Repair Lab.

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

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

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

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

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

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

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

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

Brand	Model	Serial #	Brand	Model	Serial #
Dell	Optiplex 7010	2CRSDZ1	Motorola	VRM-650	8035612E
Dell	Optiplex 7010	2CRTDZ1	Motorola	VRM-650	803591C5
Dell	Optiplex 7010	2CRRDZ1	Motorola	VRM-650	803591C6
Dell	Optiplex 7010	2CTTDZ1	Motorola	VRM-650	803591C7
Dell	Optiplex 7020	J4GLP22	Motorola	VRM-650	8035EAC2
Dell	PowerEdge 1950	JRNY3J1	Motorola	VRM-650	8035EAC3
Dell	PowerEdge R300	DCH4ZH1	Motorola	VRM-850	8035EAC4
HP	EliteBook 8530P	2CE9065TWC	Motorola	VRM-850	803628B4
HP	EliteBook 8530P	2CE91102WM	Motorola	VRM-850	803628B5
HP	EliteBook 8530P	2CE91102WR	Motorola	VRM-850	803628B6
HP	EliteBook 8530P	2CE91102X9	Motorola	VRM-850	80364A3C
HP	EliteBook 8530P	2CE91102YF	Motorola	VRM-850	80364A3E
HP	EliteBook 8530P	2CE9112YK	Motorola	VRM-850	80364A40
Advantage	AGII Priority Gate	B187456	Motorola	VRM-850	80364A41
Advantage	AGII Priority Gate	B112376	Motorola	VRM-850	80364A42
Advantage	AG Priority Gate	520075	Motorola	VRM-850	80364A43
Advantage	RC Remote Control	530043	Motorola	VRM-850	80364A44
JBL	DSC 2600 Amp	1003710	Motorola	VRM-850	80364A45
Sabine	GRQ31001 FBX	GFQ1008261	Motorola	VRM-850	80364A46

RESOLUTION -1

Motorola	VRM-650	80321751	Motorola	VRM-850	80364A47
Motorola	VRM-650	80321752	Motorola	VRM-850	80364A48
Motorola	VRM-650	80321753	Motorola	VRM-850	803628B7
Motorola	VRM-650	80345155	Motorola	VRM-850	8036147A
Motorola	VRM-650	80345156	Motorola	VRM-850	80364A3D
Motorola	VRM-650	80349176	Motorola	VRM-850	80350761
Motorola	VRM-650	80349177	Motorola	VRM-850	8030D880
Motorola	VRM-650	80350760	Motorola	VRM-850	8030D887
Motorola	VRM-650	80350762	Motorola	VRM-850	8035EAC1
Motorola	VRM-650	80356131	Motorola	VRM-850	80349175
Motorola	VRM-600	8030D87C	Motorola	VRM-850	80345154
Motorola	VRM-600	8030D883	Motorola	VRM-850	80356130
Motorola	VRM-600	8030D885	Motorola	VRM-850	8030D88D
Motorola	VRM-600	8030D88E	Motorola	VRM-850	8035E9E0
Motorola	VRM-650	8032908D	Motorola	VRM-850	80361540
Motorola	VRM-650	803338D5	Motorola	VRM-850	80361541
Motorola	VRM-650	803348E3	Motorola	VRM-850	80361548
Motorola	VRM-650	803518A8	Motorola	VRM-850	80363DE1
Motorola	VRM-650	803518A9	Motorola	VRM-850	80350ABD
Motorola	VRM-650	8035612C	Motorola	VRM-850	80363DDE
Motorola	VRM-650	8035612D			

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of November, 2017.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

ATTEST:

By _____
Tina Brock, Deputy City Clerk

RESOLUTION -2

Approved as to form:

By _____
Jon Walker, City Attorney


RESOLUTION -3

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 27th, 2017

AGENDA ITEM:							
Project Acceptance – 3 rd Street Low Impact Development and Roadway Improvement Project							
PREPARED BY:	DIRECTOR APPROVAL:						
Adam Benton, Project Engineer							
DEPARTMENT:							
Engineering							
ATTACHMENTS:							
Notice of Physical Completion Letter							
BUDGET CODE:	AMOUNT:						
40250594.563000, D1503 & 40220594.563000, WM R&R	N/A						
SUMMARY:							
<p>The 3rd Street Low Impact Development and Roadway Improvement Project allowed for construction of bioretention areas, traffic circles, medians, bulb-outs, curb ramps, sidewalk replacement, a full overlay and landscaping. The project also provided for the replacement of 1,988 linear feet of water main.</p> <p>City Council awarded the project to SRV Construction, Inc. on September 12, 2016 in the amount of \$1,674,307.63 including a management reserve of \$167,430.76 for a total allocation of \$1,841,738.39. The project was completed at a cost of \$1,822,050.09, which was \$147,742.46 or 8.82% over the original bid amount but within management reserve.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 40px;"><u>Department of Ecology Funds:</u></td> <td style="text-align: right; padding-left: 100px;">\$1,254,652.15</td> </tr> <tr> <td style="padding-left: 40px;">Total Construction Cost to the City (D1503):</td> <td style="text-align: right; padding-left: 100px;">\$323,324.00</td> </tr> <tr> <td style="padding-left: 40px;">Total Construction Cost to the City (WM R&R):</td> <td style="text-align: right; padding-left: 100px;">\$244,073.94</td> </tr> </table> <p>Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications.</p>		<u>Department of Ecology Funds:</u>	\$1,254,652.15	Total Construction Cost to the City (D1503):	\$323,324.00	Total Construction Cost to the City (WM R&R):	\$244,073.94
<u>Department of Ecology Funds:</u>	\$1,254,652.15						
Total Construction Cost to the City (D1503):	\$323,324.00						
Total Construction Cost to the City (WM R&R):	\$244,073.94						

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to accept the 3 rd Street Low Impact Development and Roadway Improvement project, starting the 45-day lien filing period for project closeout.



PUBLIC WORKS
Kevin Nielsen, *Director*

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

November 2nd, 2017

SRV Construction, Inc.
Attn: John Snyder
P.O. Box 481
Oak Harbor, WA 98277

Subject: 3rd Street Low Impact Development and Roadway Improvement Project – Notice of Physical Completion

Dear John,

In accordance with Section 1-05.11(1) of the Special Provisions, this project was considered physically complete as of Thursday, November 2nd, 2017. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

Upon obtaining receipt of the above items and acceptance I will submit a notice of completion of public works project to obtain the following:

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

It has been a pleasure working with SRV Construction, Inc. on this project. I look forward to working with you in the future.

Sincerely,


A handwritten signature in blue ink that reads "Adam Benton".

Adam Benton
Project Engineer

Index #14

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

CITY COUNCIL MEETING DATE: November 27th, 2017

AGENDA ITEM:	
Project Acceptance – 2017 Pavement Preservation Program	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Notice of Physical Completion Letter	
BUDGET CODE:	AMOUNT:
10200030.548000, TB701	N/A
<p>SUMMARY: The 2017 Pavement Preservation Program project allowed for a combination of pavement repair, resurfacing, curp ramp replacements and channelization on portions of 51st Avenue NE, 67th Avenue NE, 71st Avenue NE and 92nd Street NE. The program was funded by the Transportation Benefit District.</p> <p>City Council awarded the project to Cadman Materials, Inc. on May 22nd, 2017 in the amount of \$956,239.45 including a management reserve of \$95,623.95 for a total allocation of \$1,051,863.40.</p> <p>On July 24th, 2017, City Council approved a change order adding funding, in the amount of \$250,000.00, for the repairs and resurfacing of 71st Avenue NE and 92nd Street NE. This change order increased the total allocation to \$1,301,863.40.</p> <p>The project was completed at a cost of \$1,162,220.01, which was \$139,643.39 or 10.73% under the original bid amount plus the change order.</p> <p>Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications.</p>	

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to accept the 2017 Pavement Preservation Program project, starting the 45-day lien filing period for project closeout.</p>



PUBLIC WORKS
Kevin Nielsen, *Director*

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

November 3rd, 2017

Cadman Materials, Inc.
Attn: Doug Norem
20700 44th Avenue W #240
Lynnwood, WA 98036

Subject: 2017 Pavement Preservation Program – Notice of Physical Completion

Dear Doug,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Thursday, November 2nd, 2017. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

Upon obtaining receipt of the above items and acceptance I will submit a notice of completion of public works project to obtain the following:

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

It has been a pleasure working with Cadman Materials, Inc. on this project. I look forward to working with you in the future.

Sincerely,

A handwritten signature in blue ink that reads "Adam Benton".


Adam Benton
Project Engineer

Index #15

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 11/27/2017

AGENDA ITEM:	
Grant Agreement with the Department of Ecology for the 2017-2019 Biennial Stormwater Capacity Grants	
PREPARED BY:	DIRECTOR APPROVAL:
Matthew Eyer Surface Water Administrator	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
2 copies of the Grant Agreement with the Department of Ecology	
BUDGET CODE:	AMOUNT:
40145040.549000	(\$50,000)
SUMMARY:	

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

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Grant Agreement with the Department of Ecology allowing the City to be funded \$50,000 in grant funding.



Agreement No. WQSWCAP-1719-MaryPW-00015

WATER QUALITY STORMWATER CAPACITY 1719 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:	2017-2019 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	03/31/2019
Project Type:	Capacity Grant

Project Short Description:

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

Project Long Description:

N/A

Overall Goal:

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

State of Washington Department of Ecology
 Agreement No: WQSWCAP-1719-MaryPW-00015
 Project Title: 2017-2019 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

RECIPIENT INFORMATION

Organization Name: City of Marysville

Federal Tax ID: 91-6001459
 DUNS Number: 076658673

Mailing Address: 80 Columbia Ave.
 Marysville, WA 98270

Physical Address: 80 Columbia Ave.
 Marysville, Washington 98270

Contacts

<p>Project Manager</p>	<p>Matthew Eyer Surface Water Specialist</p> <p>80 Columbia Ave Marysville, Washington 98270 Email: meyer@marysvillewa.gov Phone: (360) 363-8112</p>
<p>Billing Contact</p>	<p>Matthew Eyer Surface Water Specialist</p> <p>80 Columbia Ave Marysville, Washington 98270 Email: meyer@marysvillewa.gov Phone: (360) 363-8112</p>
<p>Authorized Signatory</p>	<p>Karen Latimer Water Resources Manager</p> <p>80 Columbia Avenue Marysville, Washington 98270 Email: klatimer@marysvillewa.gov Phone: (360) 363-8161</p>

State of Washington Department of Ecology
 Agreement No: WQSWCAP-1719-MaryPW-00015
 Project Title: 2017-2019 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

ECOLOGY INFORMATION

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

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

Contacts

<p>Project Manager</p>	<p>Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452</p>
<p>Financial Manager</p>	<p>Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452</p>

State of Washington Department of Ecology
Agreement No: WQSWCAP-1719-MaryPW-00015
Project Title: 2017-2019 Biennial Stormwater Capacity Grants
Recipient Name: City of Marysville

Jon Nehring

Mayor

Date

State of Washington Department of Ecology
 Agreement No: WQSWCAP-1719-MaryPW-00015
 Project Title: 2017-2019 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

SCOPE OF WORK

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

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; an EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page final outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including 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. This documentation shall be made available to ECOLOGY upon request..

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to- date staff contact information in the EAGL RECIPIENT contact form. 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 and loan administrative requirements.

Task Expected Outcome:

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

Recipient Task Coordinator: Matthew Eyer

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

State of Washington Department of Ecology
Agreement No: WQSWCAP-1719-MaryPW-00015
Project Title: 2017-2019 Biennial Stormwater Capacity Grants
Recipient Name: City of Marysville

SCOPE OF WORK

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

Task Title: Permit Implementation

Task Description:

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

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

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

State of Washington Department of Ecology
 Agreement No: WQSWCAP-1719-MaryPW-00015
 Project Title: 2017-2019 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

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

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

Task Goal Statement:

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

Task Expected Outcome:

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

Recipient Task Coordinator: Matthew Eyer

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

State of Washington Department of Ecology
 Agreement No: WQSWCAP-1719-MaryPW-00015
 Project Title: 2017-2019 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
FY1719 Capacity Grants	0.00 %	\$ 0.00	\$ 50,000.00	\$ 50,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

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.

A. 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 ECOLOGY 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

State of Washington Department of Ecology
Agreement No: WQSWCAP-1719-MaryPW-00015
Project Title: 2017-2019 Biennial Stormwater Capacity Grants
Recipient Name: City of Marysville

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.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

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 and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
 - Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

State of Washington Department of Ecology
Agreement No: WQSWCAP-1719-MaryPW-00015
Project Title: 2017-2019 Biennial Stormwater Capacity Grants
Recipient Name: City of Marysville

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

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 require approval by ECOLOGY prior to expenditure.
- 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@watech.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 applicable 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.

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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 Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for each project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required the RECIPIENT shall:
 - Use ECOLOGY's QAPP Template provided by the ECOLOGY Program.

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- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The data must be successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENT, when requested by ECOLOGY, 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.

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.

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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

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall 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 with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications 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 under this Agreement, 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.

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Recipient Name: City of Marysville

- 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:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

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

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

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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

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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, except as noted below. 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, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

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

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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.

GENERAL TERMS AND CONDITIONS LAST UPDATED 05/11/2017

Index #16

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 11/27/17

AGENDA ITEM:	
Cost Sharing Partnership Between Tulalip Tribes and The City of Marysville Regarding Wetland Monitoring	
PREPARED BY:	DIRECTOR APPROVAL: 
Brooke Ensor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Cost Sharing Partnership	
BUDGET CODE:	AMOUNT:
40145040 541000	Not to exceed \$15,000.00 annually
SUMMARY: The City of Marysville will enter into a cost sharing partnership with the Tulalip Tribes for Wetland Monitoring on City owned properties within the Qwuloolt Restoration Area. Wetland monitoring is a condition stipulated by the Department of Ecology and the US Army Corps of Engineers. Monitoring reports must be submitted in order to receive advance wetland mitigation credits from City owned property within the Qwuloolt Restoration Area. The Tulalip Tribes is already conducting wetland monitoring so this partnership prevents a duplication of effort.	

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Cost Sharing Partnership Between Tulalip Tribes and The City of Marysville Regarding Wetland Monitoring

City of Marysville
80 Columbia Ave
Marysville, WA 98270

Tulalip Tribes of Washington
6406 Marine Drive
Tulalip, WA 98271

**COST SHARING PARTNERSHIP BETWEEN TULALIP TRIBES AND THE CITY OF MARYSVILLE
REGARDING WETLAND MONITORING**

GRANTOR: Tulalip Tribes of Washington State

GRANTEE: City of Marysville, Washington

Tulalip Tribes of Washington Contract No: _____

COST SHARING PARTNERSHIP BETWEEN TULALIP TRIBES AND THE CITY OF MARYSVILLE REGARDING WETLAND MONITORING

WHEREAS, pursuant to the powers accorded the Tulalip Tribes of Washington hereinafter "Tulalip Tribes" by Article VI, Section 1.A of the Constitution of the Tulalip Tribes, and the City of Marysville, Washington hereinafter "City" by Chapter 39.34 RCW, the Tulalip Tribes and the City possess the authority to execute an interlocal cooperation agreement for this purpose; and

WHEREAS, the City is required to complete monitoring and maintenance on City owned wetland properties; and

WHEREAS, the Tulalip Tribes owns, maintains, and monitors wetland property adjacent to City parcels; and

WHEREAS, the public good would be served by the Tulalip Tribes and the City cooperating in the monitoring and maintenance of wetland property; and

WHEREAS, Tulalip Tribes and the City are interested in developing partnerships and working cooperatively with each other in order to reduce project costs and eliminate duplication of services.

NOW, THEREFORE, Tulalip Tribes and the City, in consideration of the mutual benefits of this Cost Sharing Partnership, the parties agree as follows:

1.0 RESPONSIBILITIES:

1.1 Tulalip Tribes Responsibilities: Upon completion of the wetland monitoring Tulalip Tribes agree to furnish the City the following products and services:

- 1.1.1 Delivery of a portable disk drive containing all the wetland monitoring data, analysis and reports. Alternately, data can be provided via e-mail, or ftp.
- 1.1.2 Annual billing for wetland monitoring services, data, analysis and reports produced for the project. This also includes oversight of the financial accounting between the Tulalip Tribes and the City.

1.2 Tulalip Tribes to Perform Work: The Tulalip Tribes, its partners or contractors, will perform the wetland monitoring tasks. The Tulalip Tribes are solely responsible for ensuring that its partners or contractors complete all work and pays all subcontractors, workers and suppliers in conformance with applicable laws. The scope of services to be provided will include various methods of monitoring on the following parcels 30053300400200, 30053300401000, 30053400300800 and 00918500099000. Monitoring activities may include, but may not be limited to:

- i. Vegetation monitoring methods should document the following information:
 - (a) location and elevation (using RTK-GPS measurements),
 - (b) The dominant vascular plant species and subdominants present (up to 5 spp.) with relative abundance of the dominant and first 2 sub-dominant species (dense, >90% cover; medium, >40-90%; low 10-40%; and rare <10%), and 3) height and qualitative condition (robust, medium, stressed, senescing, dead) of the dominant plant species;

- (c) Any presence of invasive species (such as Reed canary grass (*Phalaris arundinacea*) Bohemian, giant, Himalayan and Japanese) species and hybrids (*Polygonum bohemicum*, *P. sachalinense*, *P. polystachyum*, and *P. cuspidatum*), purple loosestrife (*Lythrum salicaria*), and common reed (*Phragmites australis*))
 - (d) Cover of bare earth;
 - (e) Presence of large wood, and
 - (f) Presence of an entrained canopy.
- ii. Water level monitoring;
 - iii. Photographic monitoring, including aerial photography or automated stationary photo sites including the above listed properties; and
 - iv. Provide a report describing the monitoring activities listed above. The report should fulfill the requirements outlined in Exhibit A of the Advance Wetland Mitigation Agreement for the City of Marysville, Washington, between the City, the Washington State Department of Ecology and the US Army Corps of Engineers signed April 2013, or any subsequent amendments to that agreement.

1.3 City Responsibilities: Upon execution of the signed Cost Sharing Partnership with the Tulalip Tribes the City agrees to the following:

- 1.3.1 Designate one employee as a liaison between the Tulalip Tribes and the City as a single point of contact for work requests and disseminating information within the City and other agencies.
- 1.3.2 Shall provide a portable disk drive, large enough to hold all the data, to the Tulalip Tribes so that information can be loaded and delivered to the City. Alternately, the City will maintain e-mail or an ftp site for data transfer.
- 1.3.3 Reimburse The Tribes for services performed under this agreement in accordance with Section 4.

2.0 SERVICE CONDITIONS AND DATA LIMITATIONS

2.1 Acceptance of Completed Work: The Tulalip Tribes, its contractors or partners should submit all wetland monitoring data on a portable disk, via e-mail or the City's ftp site upon completion of data collection, analysis and report compilation. The City has fourteen (14) calendar days to inspect the product and notify, in writing, Tulalip Tribes of any product errors, omissions, flaws or incomplete work. If no errors are brought to the attention of Tulalip Tribes within fourteen (14) calendar days, the product acceptance and delivery shall be considered complete.

- 2.1.1 Vegetation monitoring should occur late summer/early fall (before leaf drop) in each monitoring year. Vegetation monitoring should occur in years 2017 (yr 2), 2018 (yr 3), 2020 (yr 5), 2022 (yr 7) and 2025 (yr 10). Wetland monitoring activities may be discontinued before 2025 depending on site conditions.

2.1.2 The Tulalip Tribes will give the City time to discuss data collected, analysis and report content before it is finalized.

2.1.3 The scope of services may vary throughout the duration of this Cost Sharing Partnership, as not all data is required by the City every year for the full term.

2.1.4 Monitoring methods can be modified if site conditions or requirements change without modification of this Cost Sharing Partnership.

2.2 Product Archival and Retention: Tulalip Tribes is not responsible for the backup, retention, or archive of products provided to the City. It is the City's responsibility to maintain hard copy and digital records in accordance with Public records Laws (RCW, 40.14 and WAC Section 434). In the event that the City requests from the Tulalip Tribes another copy of the products, Tulalip Tribes shall be financially compensated for their actual costs to create and deliver an additional copy of the products.

2.3 Data: The Tulalip Tribes will be responsible for the accuracy of the data collected, the work product and documents produced for the City under this Agreement. Data is expected to be collected and compiled to meet Washington State Department of Ecology and US Army Corps of Engineers standards. The data collection and report should fulfill the requirements outlined in Exhibit A of the Advance Wetland Mitigation Agreement for the City of Marysville, Washington, between the City, the Washington State Department of Ecology and the US Army Corps of Engineers signed April 2013, or any subsequent amendments to that agreement.

3.0 DATA LIABILITY AND IDEMINFICATION

3.1 Liability: Tulalip Tribes is supplying this information in good faith and the City agrees to hold Tulalip Tribes, its elected or appointed officers, employees or agents harmless for any liability incurred as a result of using products under this Partnership, unless liability occurs as a result of the Tulalip Tribes negligence.

3.2 Indemnification: Each party assumes responsibility and liability for the acts and omissions of its employees, officers, and agents in the performance of this Cost Sharing Partnership or in enjoying the benefits of this Cost Sharing Partnership. In cases of join liability, liability shall be apportioned between the parties or other defendants in accordance with the laws of the State of Washington.

3.3 No Joint Venture or Separate Entity: No joint venture or partnership is formed as a result of this Cost Sharing Partnership and no separate entity is created. The relationship of the parties is set forth in this Cost Sharing Partnership.

3.4 Damages: Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein unless the damages are a direct result negligence.

3.5 Third Party Claims: In the event that either party is found liable for damages to third parties as a result of the performance of services under this Cost Sharing Partnership, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Cost Sharing Partnership.

4.0 SERVICE CHARGES AND PAYMENT PROVISIONS

4.1 Reimbursement Procedure: Upon acceptance of the monitoring report the City will reimburse the Tulalip Tribes for the costs associated with monitoring activities on City property, as evidenced by invoices submitted to the Tulalip Tribes by its partners or contractor, or invoices created for Tulalip Tribes employee time. Payment should be made by the City within thirty (30) days of acceptance or submission of invoices whichever is later. If during monitoring activities, the Tulalip Tribes determine that additional or changed work is required to complete the project, the Tulalip Tribes shall promptly notify the City and obtain written approval from the City for such work.

4.2 Payment for Project Costs: Reimbursable costs may vary by year based on the data required for the year. The reimbursable costs are not to exceed \$15,000 per year.

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

5.0 Cost Sharing Partnership TERM AND TERMINATION

5.1 Cost Sharing Partnership Term: This Cost Sharing Partnership commences upon execution by signature of both parties and shall terminate December 31, 2025 (yr 10).

5.2 Termination and Modification:

- a. This Cost Sharing Partnership may be terminated by either party for convenience at any time by delivering written notice of termination to the other party's representative. The notice of termination is effective thirty (30) days following receipt. If the notice is delivered by mail, the notice of termination is deemed to have been received three (3) business days after it is placed in the postal system with the correct address and correct postage.
- b. This Cost Sharing Partnership may be modified or terminated at any time by mutual written agreement of the parties.
- c. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Cost Sharing Partnership or law that either party may have in the event that the powers, rights, and responsibilities set forth in this Cost Sharing Partnership are breached by the other party.

6.0 MISCELLANEOUS COST SHARING PARTNERSHIP PROVISIONS

Payment of Taxes: If Tulalip Tribes is required to pay sales or use tax in order to provide service under this Cost Sharing Partnership, such taxes will be billed to City.

6.1 Invoices and Late Payment: Tulalip Tribes will provide a detailed invoice to the City when products are delivered and accepted. Payment is due upon receipt of invoice by City and becomes delinquent 30 days thereafter. A late payment charge may be applied to any remaining balance 60 days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at the rate of 1% per month. Cost Sharing Partnerships with balances more than 90 days past due may be terminated

under the TERMINATION FOR CAUSE provision of this Cost Sharing Partnership, and services discontinued. Amounts disputed by the City are not subject to late payment charges.

6.2 Disputes: The City will promptly notify Tulalip Tribes of disputes regarding invoices, or of services which the City believes do not conform to the agreed upon terms of this Cost Sharing Partnership.

6.3 Dispute Resolution: The Parties agree that any disputes arising out of or relating to this Cost Sharing Partnership shall be resolved by mediation with a mediator jointly selected by the parties. If the parties are unable to reach a negotiated resolution through mediation, then the parties agree to submit the same to JAMS or its successor for final, binding arbitration. Arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The costs of mediation and/or arbitration shall be shared equally and each party shall be responsible for its own legal fees. The arbitration decision shall be final and may be enforced in any court of competent jurisdiction.

6.4 Termination for Cause Right to Cure and Payment: If Tulalip Tribes or City does not fulfill in a timely and proper manner their performance obligations under this Cost Sharing Partnership, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within 30 working days. If the failure or violation is not corrected, this Cost Sharing Partnership may be terminated immediately by written notice from the aggrieved party to the other party. Upon termination of this Cost Sharing Partnership for cause, City will pay for services rendered prior to the effective date of the termination. An equitable adjustment in the Cost Sharing Partnership price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.

6.5 Assignment: This Cost Sharing Partnership may not be assigned by either party to a third party without the prior written consent of both Tulalip Tribes and City.

6.6 Waiver: Waiver of any breach or condition of this Cost Sharing Partnership shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Cost Sharing Partnership shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

6.7 Severability: In the event any term or condition of this Cost Sharing Partnership or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Cost Sharing Partnership that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Cost Sharing Partnership are declared severable.

7.0 PARTY REPRESENTATIVES

Listed below are the parties' representatives for purposes of carrying out this Cost Sharing Partnership. All notices and communications which may be required by this Cost Sharing Partnership shall be in writing and may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

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

City of Marysville
80 Columbia Ave
Marysville, WA 98270

Contact: Brooke Ensor
Telephone Number: (360) 363-8288
E-mail: bensor@marysvillewa.gov

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

Tulalip Tribes of Washington
6406 Marine Drive
Tulalip, WA 98271

Contact: Todd Zackey
Telephone Number: (360) 716-4637
E-mail: tzackey@tulaliptribes-nsn.gov

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

IN WITNESS WHEREOF, the parties have caused this Cost Sharing Partnership to be executed by their authorized representatives.

Dated this ____ day of _____, 2017.

CITY OF MARYSVILLE

TULALIP TRIBES OF WASHINGTON

Jon Nehring, Mayor

Attest:

April O'Brien, Deputy City Clerk

Approved as to form:


Jon Walker, City Attorney

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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM:	
Canine Transfer of Ownership	
PREPARED BY:	DIRECTOR APPROVAL:
Mark Thomas, Commander	
DEPARTMENT:	
Police	
ATTACHMENTS:	
K-9 Purchase Agreement, K-9 Transfer of Ownership Resolution	
BUDGET CODE:	AMOUNT:
<p>SUMMARY: After years of dedicated and tireless service to the Marysville Community and the onset of health related issues, canine Hawkeye is no longer able to perform the official canine duties to the standard and expectations that the job requires. Because of these conditions, a decision has been made to retire Canine Hawkeye from service.</p> <p>With City approval and by Department policy, Hawkeye's handler, Officer Stacey Dreyer, has first right of refusal to adopt the retired canine, and as such has expressed his desire to officially adopt Canine Hawkeye.</p> <p>Official adoption includes the payment of one dollar (\$1.00) by Officer Dreyer to the City of Marysville.</p> <p>Council action would authorize the Mayor to sign the agreement to transfer ownership of canine Hawkeye to Officer Stacey Dreyer.</p> <p>The Ownership Transfer Agreement has been approved as to form by the city Attorney's Office.</p>	

RECOMMENDED ACTION: Staff recommends City Council authorize the Mayor to sign the agreement transferring ownership of Canine Hawkeye to Officer Stacey Dreyer.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ANNOUNCING THE RETIREMENT OF K9 POLICE DOG HAWKEYE, DECLARING THE K9 POLICE DOG HAWKEYE TO BE SURPLUS, AND AUTHORIZNG THE SALE OF THE K9 POLICE DOG HAWKEYE.

WHEREAS, the City owns K9 Police Dog HAWKEYE and has determined that HAWKEYE is to be retired and is no longer needed for further public use; and

WHEREAS, has been bonded with one master and for purposes of safety and security and for the well-being of the animal, it should remain with Officer Stacey Dreyer; and

WHEREAS, it is in the public interest sell HAWKEYE to his handler than to sell him by some other means.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that K9 Police Dog HAWKEYE is retired from service and declared surplus to the foreseeable needs of the City.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE it is in the public interest for the City to sell the dog to Officer Stacey Dreyer for One Dollar (\$1.00).

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Mayor or the Mayor’s designee is authorized to sell the dog to Officer Stacey Dreyer.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2017.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

K-9 PURCHASE AGREEMENT

THIS K-9 PURCHASE AGREEMENT is dated as of _____, _____, 2017, by and between the City of Marysville, a municipal corporation (the "City") and Stacey Dreyer ("Dreyer").

BACKGROUND

- A. The Marysville Police Department owns a police dog known as K-9 Officer Hawkeye.
- B. The Marysville Police Department wants to retire Hawkeye.
- C. Dreyer is a Marysville Police officer and department K-9 handler. Dreyer has been Hawkeye's handler and wishes to buy the dog.

AGREEMENT

The City and Dreyer agree as follows:

1. Purchase. The City agrees to sell Hawkeye for \$1.00. Dreyer agrees to buy Hawkeye for \$1.00. The date on which Dreyer takes possession of Hawkeye is referred as the "Purchase Date" in this Agreement.
2. As-Is. After Purchase Date, Hawkeye is no longer a K-9 Officer and Dreyer assumes all responsibility for the condition and care of Hawkeye. The City makes no promises concerning the physical or mental health of Hawkeye. Dreyer's purchase of Hawkeye is strictly "as is."
3. K-9 Training and Handling. Dreyer warrants that he is fully aware of Hawkeye's training and history. Dreyer warrants that he is fully capable of safely handling Hawkeye.
4. Waiver. Dreyer releases the City of Marysville and its officers, employees, and agents from all claims that Dreyer now has or that may subsequently accrue to Dreyer, arising from or relating to Hawkeye.
5. Indemnity. Dreyer shall defend, indemnify, and hold the City, its officers, and employees harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts of Hawkeye after the Purchase date, except for injuries and damages caused by the sole negligence of the City.
6. General Provisions.
 - A. Governing Law and Venue. This Agreement will be governed by the laws Washington with venue in Snohomish County.

B. Venue. The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.

C. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

D. Amendment. No amendment to this Agreement will be effective unless it is in writing and signed by the Mayor of the City and Dreyer.

E. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to fullest extent permitted by law.

Executed by the City and Dreyer as of the date first above written.

CITY OF MARYSVILLE

Jon Nehring, MAYOR

Stacey Dreyer

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: 11/27/17**

AGENDA ITEM:	
First Amendment to Inter-local Agreement for Provision of Services with Marysville School District dated January 12, 2017	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Proposed First Amendment January 12, 2017 ILA	
BUDGET CODE:	AMOUNT:
SUMMARY:	

In January the City entered into an inter-local agreement (ILA) with the Marysville School District for provision of Law Enforcement and Municipal Court services related to the enforcement of processing of infractions issued through the use of automated school bus safety camera.

After the first quarter of administrating the ILA it was determined that an adjustment for processing receipts and fees was needed. Currently the ILA nets the fees against the receipts. The Court system does not allow for this type of process which has added additional administration.

The proposed change would provide all receipts collected by the courts to be forwarded to the Marysville School District and the Court would invoice for the associated fees. The change would provide for a clear separation of activity.

RECOMMENDED ACTION:

Authorize the Mayor to sign the First Amendment to Inter-local Agreement for Provision of Services between the City of Marysville and Marysville School District dated January 12, 2017.

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR PROVISION
OF SERVICES BETWEEN THE CITY OF MARYSVILLE AND
MARYSVILLE SCHOOL DISTRICT DATED JANUARY 12, 2017

This Amendment to the Interlocal Agreement for Provision of Services between the City of Marysville and the Marysville School District dated January 12, 2017, by and between the City of Marysville (the “City”) and the Marysville School District (the “School District”) related to the issuance, prosecution, collection, and remittance of certain traffic infractions.

WHEREAS, the parties desire to alter the manner in which money is remitted to the School District and the manner in which the School District compensates the City for its services;

NOW, THEREFORE,

The Interlocal Agreement between the City and the School District dated January 12, 2017, is hereby amended as follows:

1. Section 5 entitled, “COMPENSATION FOR ADMINISTRATION AND OPERATING COSTS,” is hereby amended to read as follows:

5.1. Administration and Operating Costs. The Parties agree that the City will be paid for its administration and operating costs associated with processing infractions detected by the School District’s automated school bus safety cameras. Pursuant to state law, administration and operating costs include infraction enforcement and processing costs incurred by the City’s Police Department and Municipal Court, including interpreter costs. For purposes of this Agreement, all costs are calculated on a per case basis as detailed in Exhibit A.

5.2. Annual Increase. The per case cost as set forth in Exhibit A shall increase annually at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties.

5.3. Monthly Disbursement. At the end of each month, the City will disburse all funds collected during that month by the Marysville Municipal Court for infractions detected by the School District’s automated school bus safety cameras. The disbursement shall be a check issued to the Marysville School District.

5.4. Monthly Billing. At the end of each month, the City will generate an invoice for all administration and operating costs that were incurred in that month. The invoice will be the total of all infractions detected by the School District’s automated school bus safety cameras that were filed in the Marysville Municipal Court during that month multiplied by the amount of the City’s administration and operating costs as provided in Exhibit A and as thereafter adjusted under Section 5.2, above. The School District shall pay the City the amount invoiced by the twentieth day of the month in which invoiced and in no event later than the end of

the month in which invoiced. If any amounts remain unpaid at the end of the month in which invoiced, such amounts shall thereafter accrue interest at the rate of 12% per annum.

5.5. Close Out Services and Costs. Upon termination or expiration of this Agreement, the Municipal Court shall continue to process infraction cases detected by the School District's automated school bus safety cameras filed in the Municipal Court prior to the termination or expiration date. The City shall continue to invoice the School District for all infractions detected by the School District's automated school bus safety cameras that were filed in the Marysville Municipal Court prior to the termination or expiration date as provided in Section 5.4. The City shall continue to disburse funds collected by the Marysville Municipal Court for infractions detected by the School District's automated school bus safety cameras until all infractions detected by the School District's automated school bus safety cameras have been closed. The Parties agree that the provisions of this paragraph shall survive termination or expiration of this Agreement.

2. Except as provided herein, all other provisions of the agreement between the parties dated January 12, 2017, shall remain in full force and effect, unchanged.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

CITY OF MARYSVILLE

MARYSVILLE SCHOOL DIST. NO. 25

Jon Nehring, Mayor

Dr. Becky Berg, Superintendent

Attest:

April O'Brien, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**INTERLOCAL AGREEMENT FOR PROVISION OF SERVICES BETWEEN
THE CITY OF MARYSVILLE AND THE MARYSVILLE SCHOOL DISTRICT**

This Interlocal Agreement (the “Agreement”) is entered into this 12th day of January, 2017, by and between the City of Marysville (the “City”) and the Marysville School District (the “School District”) related to the issuance, prosecution, collection, and remittance of certain traffic infractions.

1. RECITALS

WHEREAS, RCW 46.63.180 authorizes school districts to install and operate automated school bus safety cameras on school buses to be used for the detection of violations of RCW 46.61.370(1) (failing to stop when the school bus has activated its stop sign) if the use of the cameras is approved by a vote of the school district board of directors; and

WHEREAS, the School District’s Board of Directors approved the use of automated school bus safety cameras on School District buses, pursuant to RCW 46.63.180 on January 23, 2017; and

WHEREAS, the School District executed, on October 17, 2016, a contract with American Traffic Solutions, Inc., a company that provides automated school bus safety camera services (the “ATS Contract”); and

WHEREAS, the School District wishes to enter into an agreement with the City for provision of Law Enforcement and Municipal Court services related to the enforcement and processing of infractions issued through the use of automated school bus safety cameras; and

WHEREAS, the City is willing and able to provide the School District with the Law Enforcement and Municipal Court services set forth in this Agreement, provided that the City’s costs of such services are reimbursed by the School District; and

WHEREAS, the Parties negotiated this Agreement to set out the terms of the services to be provided by the City and the costs to be paid by the School District;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

2. REQUIREMENTS OF THE INTERLOCAL COOPERATION ACT

2.1. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. The purpose and intent of this Agreement is

for the City to provide Law Enforcement and Municipal Court Services to issue and process infractions detected by the School District’s automated school bus safety cameras. The City will provide the necessary services and the School District will reimburse the City for the City’s administration and operation costs.

2.2. No Separate Entity. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

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

2.4. Administrators. Each Party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such Party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

Marysville’s Initial Administrator:	School District’s Initial Administrator:
Chief Administrative Officer Gloria Hirashima 1049 State Avenue Marysville, WA 98270	Superintendent Dr. Becky Berg 4220 80th Street NE Marysville, WA 98270

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

3. LAW ENFORCEMENT SERVICES

3.1. Law Enforcement Services. The City’s Police Department shall provide Law Enforcement Services to the School District for infractions detected by the School District’s automated school bus safety cameras. Law Enforcement Services as used in this Agreement shall mean and include: inspection/review of photographs, microphotographs, or electronic images produced by the School District’s automated school bus safety cameras, accessed through an internet portal provided by American Traffic Solutions, Inc., the School District’s contractor, and, when appropriate, issuance of a notice of infraction including a certificate or facsimile of the notice, stating the facts supporting the notice of infraction.

3.2. Law Enforcement Decisions. Decisions made by Marysville Police Department officers

on whether or not to issue a notice of infraction are not subject to School District consent or approval. Marysville Police Department officers are responsible for exercising their independent discretion, in conformance with Marysville Police Department policies and procedures and all applicable laws, rules, and regulations, with regards to performing activities under this Agreement.

3.3. Workload. The City will attempt to have a Marysville Police Department officer timely and regularly review possible infractions. However, the School District specifically acknowledges that Marysville Police Department officers are at all times subject to call by the Chief of Police or the Chief's designee for emergencies, special assignment, or overtime duty. As such, the City makes no assurances that an officer will be available to review possible infractions detected by the School District's automated school bus safety cameras. In no circumstance shall the City be liable for the failure to review, approve/reject, or issue possible infractions detected by the School District's automated school bus safety cameras.

4. MUNICIPAL COURT SERVICES

4.1. Municipal Court Services. The City's Municipal Court shall provide Municipal Court Services for all infractions detected by the School District's automated school bus safety cameras filed in the Marysville Municipal Court. Municipal Court Services as used in this Agreement shall mean and include all local court services imposed by state statute, court rule, or other regulations as now existing or hereafter amended, including but not limited to processing, adjudication, and penalty enforcement of all infractions detected by the School District's automated school bus safety cameras filed in the Marysville Municipal Court.

4.2. GR 29. The Parties recognize that GR 29 requires that the ultimate decision-making authority regarding the management and administration of the Court rests with the Presiding Judge and the Parties recognize that the duties imposed by GR 29 are non-delegable except as provided otherwise in GR 29. The services provided by the City and Municipal Court pursuant to this Agreement are subject to GR 29 and the non-delegable duties and responsibilities of the Presiding Judge contained therein.

4.3. Judicial Assignments. Any assignments of judicial officers to hear the School District's cases will be made at the discretion of the Municipal Court Presiding Judge and are not subject to School District consent or approval, except as provided by law or court rule.

4.4. Availability of Evidence. The School District shall assure that all evidence collected by its automated school bus safety cameras is available for download and inclusion in the court file in an acceptable format.

5. COMPENSATION FOR ADMINISTRATION AND OPERATING COSTS

5.1. Administration and Operating Costs. The Parties agree that the City will be paid for the administration and operating costs of the automated school bus safety cameras. Pursuant to state law, administration and operating costs include infraction enforcement and processing costs incurred by the City's Police Department and Municipal Court, including interpreter costs. For purposes of this Agreement, all costs are calculated on a per case basis as detailed in Exhibit A.

5.2. Annual Increase. The per case cost as set forth in Exhibit A shall increase annually at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties.

5.3. Quarterly Invoices. At the end of each quarter during the calendar year, the City will send the School District an invoice for all administration and operating costs that were incurred in that quarter. The City shall deduct and retain an amount equal to those costs from any revenue it collects from infractions detected by the School District's automated school bus safety cameras in that quarter. The invoice will show the amount, if any, owed to the City that was not fully satisfied by revenue or the amount of revenue, if any, in excess of that owed to the City. In the event the revenue did not fully satisfy the costs, the School District shall pay the City the unsatisfied amount within 60 days of receipt of the written invoice from the City. In the event the revenue exceeds costs in any quarter, the City shall remit the excess amount to the School District within 60 days of the date of the City's written invoice.

5.4. Close Out Services and Costs. Upon termination or expiration of this Agreement, the Municipal Court shall continue to process infraction cases detected by the School District's automated school bus safety cameras filed in the Municipal Court prior to the termination date. The City and the Municipal Court shall continue to retain revenue sufficient to cover its costs; invoice the School District for unsatisfied costs; and/or remit revenue in excess of its costs on a quarterly basis as provided in section 5.3 above, until all infractions detected by the School District's automated school bus safety cameras have been closed. The School District shall pay invoices for the Municipal Court's and Police Department's unsatisfied costs within 60 days of receipt of a written invoice. The Parties agree that the provisions of this paragraph shall survive termination or expiration of this Agreement.

6. TERM/TERMINATION

6.1. Term. This Agreement shall be effective upon being fully executed by the parties and shall remain in effect until December 31, 2017. Thereafter, the Agreement shall automatically renew for successive one-year terms, indefinitely, unless either Party provides advance written notice, by December 1, of its intent to terminate the Agreement or unless earlier terminated as

provided in Section 6.2.

6.2. Termination and Notice of Termination.

6.2.1. Termination for Convenience. This Agreement is terminable by either Party without cause and in the Party's sole discretion upon thirty (30) days' advance written notice to the other Party.

6.2.2. Termination for Cause. The City may terminate this Agreement upon five (5) calendar days' advance written notice in the event: (1) the School District materially breaches any duty or obligation required pursuant to this Agreement; (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible; or (3) the expiration or termination of the ATS Contract.

7. RE-OPENER

7.1. Mutual Agreement to Re-Open. The City and the School District may agree to enter into re-negotiation of the terms of this Agreement at any time and for any purpose by mutual agreement in writing. The Agreement shall remain in full force and effect during such negotiations.

7.2. Staffing Study Re-Opener. The City may re-open negotiations regarding the costs set forth in Exhibit A if, in the City's sole determination, the results of a study of the City's Municipal Court or Law Enforcement staffing indicates that such costs should be adjusted. Any agreed upon adjustment shall go into effect on January 1st of the following year or earlier if agreed to by the City and the School District. Specifically, and without limiting the City's other rights to renegotiate, the City also reserves the right to renegotiate, at any time, an immediate change to the administration and operating costs attributable to the Law Enforcement Services should the City determine that the administration and operating costs are non-negligible.

8. SCHOOL DISTRICT AGREEMENT WITH VENDOR

The School District shall be solely responsible for entering into a contract with the manufacturer or vendor of the automated school bus safety cameras, American Traffic Solutions, Inc., and complying with all applicable laws related to this contract.

9. SCHOOL ZONE SAFETY PROJECT REPORTS

The School District shall provide an annual report to the City reporting on the school zone safety projects funded with the revenue collected from infractions detected through the use of the School District's automated school bus safety cameras.

10. INDEMNIFICATION

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

10.2. City Held Harmless. The School District shall defend, indemnify, and hold harmless the City and its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever (1) relating to or arising out of the acts or omissions of the School District, its officials, officers, employees, contractors, and agents in performance of this Agreement; (2) relating to or arising out of the City's provisions of Law Enforcement Services or Municipal Court Services related to infractions detected by the School District's automated school bus safety cameras; (3) relating to or arising out of the City's use of photographs, microphotographs, or electronic images captured by the School District's automated school bus safety cameras; (4) relating to or arising out of the School District's use of automated school bus safety cameras; or (5) relating to or arising out of the ATS Contact. In the event that any suit based upon such a claim, action, loss or damages is brought against the City, its officials, officers, employees, or agents, the School District shall defend the same at its sole cost and expense; provided that the City, in its sole discretion, reserves the right to participate in said suit; and if final judgment is rendered against the City, and its officials, officers, employees, or agents or jointly against the City and the School District and their respective officials, officers, employees, or agents, the School District shall satisfy the same. However, nothing in this section shall require the School District to defend, indemnify, or hold harmless the City and its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expenses, or damages arising out of the sole negligence of the City and its officials, officers, employees, or agents. This indemnification shall survive the expiration or termination of this Agreement.

10.3. Actions Contesting Agreement. Each Party may appear and defend any action or legal proceeding brought to determine or contest: (1) the validity of this Agreement; or (2) the legal authority of the School District and/or the City to undertake the activities contemplated by this Agreement. If both Parties to this Agreement are not named as parties to the action, the Party named shall give the other Party prompt notice of the action and provide the other an opportunity to intervene.

11. PUBLIC RECORDS ACT COMPLIANCE

RCW 46.63.180 authorizes the use of automated school bus safety cameras in certain circumstances to detect violations of RCW 46.61.370(1), but places restrictions on the use of the photographs, microphotographs, or electronic images (collectively, the “Images”). The City’s Law Enforcement officers will have access to the Images through a web portal provided by the School District’s contractor, American Traffic Solutions, Inc., but will not possess or control the Images. Pursuant to Section 4.4, above, certain Images may be included in Municipal Court case files. If the City receives a public records request under Chapter 42.56 RCW for the Images or a request for Municipal Court records including the Images, the City will deny the request, citing RCW 46.63.180 as exempting the records from disclosure. In addition to the indemnification obligations contained in Section 10, the School District will defend, indemnify, and hold harmless the City and its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever relating to or arising out of the City’s denial of a public records request, a request for Municipal Court records, or the City’s release of the Images.

12. INDEPENDENT CONTRACTOR

Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the School District a City employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker’s compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City employees by virtue of their employment. Nothing in this Agreement shall make any employee of the City a School District employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker’s compensation pursuant to Title 51 RCW, or any other rights or privileges accorded School District employees by virtue of their employment. At all times pertinent hereto, employees of the City are acting as City employees and employees of the School District are acting as School District employees.

13. GENERAL PROVISIONS

13.1. Entire Agreement and Negotiated Understanding. This Agreement represents the entire, final, and complete agreement of the Parties with respect to the School District’s automated school bus safety cameras and supersedes and replaces all oral or written agreements entered into prior to the date hereof. No provision of this Agreement may be amended or modified except in a writing signed by both Parties.

13.2. Negotiated Agreement. The Parties acknowledge that this Agreement is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their

respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship.

13.3. Compliance with Laws and Regulations. Each Party shall, with respect to its duties, responsibilities, and operations hereunder, comply with all applicable laws, rules, and regulations governing the same.

13.4. Governing Law and Venue. This instrument shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action that arises from or out of this instrument shall be the Snohomish County Superior Court.

13.5. Dispute Resolution. In the event of a dispute arising from this Agreement, the Parties agree to meet and confer in good faith in an effort to resolve such dispute prior to commencing any legal action.

13.6. Waiver of Binding Arbitration. The Parties waive and release any right to invoke binding arbitration under RCW 3.62.070, RCW 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.

13.7. Non Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition or of any breach hereof, whether pertaining to the same or a different provision of this Agreement.

13.8. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part of any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining sections, subsections, sentences, clauses, phrases, or other portions of this Agreement.

13.9. Section Headings. The section headings used in this Agreement are for the convenience of the Parties. In the event of a conflict between a section heading and the text of a particular section, the written text shall prevail.

13.10. Notice. Unless otherwise provided herein, any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the other Party's Administrator, or sent by certified or registered mail, return receipt requested, addressed to the other Party's Administrator.

13.11. Force Majeure. The term "force majeure" shall include, without limitation by the following enumeration, acts of Nature, acts of civil or military authorities, fire, terrorism,

accidents, shutdowns for purpose of emergency repairs, lockouts, strikes, and any other labor, civil or public disturbance, inability to procure required construction supplies and materials, delays in environmental review, permitting, or other environmental requirement or work, delays as a result of legal or administrative challenges brought by parties other than signatories to this agreement. If the City is rendered unable, wholly or in part, by a force majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the School District, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations.

13.12. No Third Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third -party beneficiary or otherwise) on account of any nonperformance hereunder.


13.13. Counterparts. This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

CITY OF MARYSVILLE

MARYSVILLE SCHOOL DIST. NO. 25


Jon Nehring, Mayor


Dr. Becky Berg, Superintendent

Attest:


April O'Brien, Deputy City Clerk

Approved as to form:

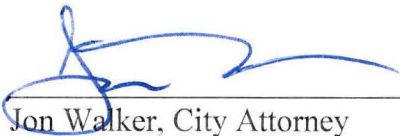

Jon Walker, City Attorney

EXHIBIT A

CITY INFRACTION ENFORCEMENT AND PROCESSING COSTS PER CASE BASIS

Bus Paddle Citation Fine	\$419.00
Less Law Enforcement Services Cost	\$0.00
Less Municipal Court Services Cost	\$46.92
Remaining Funds to Marysville School District	\$372.08

RCW 46.63.180**Automated school bus safety cameras—Definition.**

(1) School districts may install and operate automated school bus safety cameras on school buses to be used for the detection of violations of RCW **46.61.370**(1) if the use of the cameras is approved by a vote of the school district board of directors. School districts are not required to take school buses out of service if the buses are not equipped with automated school bus safety cameras or functional automated safety cameras. Further, school districts shall be held harmless from and not liable for any criminal or civil liability arising under the provisions of this section.

(a) Automated school bus safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. The picture must not reveal the face of the driver or of passengers in the vehicle.

(b) A notice of infraction must be mailed to the registered owner of the vehicle within fourteen days of the violation, or to the renter of a vehicle within fourteen days of establishing the renter's name and address under subsection (2)(a)(i) of this section. The law enforcement officer issuing the notice of infraction shall include a certificate or facsimile of the notice, based upon inspection of photographs, microphotographs, or electronic images produced by an automated school bus safety camera, stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs, or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on evidence detected by an automated school bus safety camera may respond to the notice by mail.

(c) The registered owner of a vehicle is responsible for an infraction under RCW **46.63.030**(1)(e) unless the registered owner overcomes the presumption in RCW **46.63.075**, or, in the case of a rental car business, satisfies the conditions under subsection (2) of this section. If appropriate under the circumstances, a renter identified under subsection (2)(a)(i) of this section is responsible for an infraction.

(d) Notwithstanding any other provision of law, all photographs, microphotographs, or electronic images prepared under this section are for the exclusive use of law enforcement in the discharge of duties under this section and are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph, microphotograph, or electronic image may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section.

(e) If a school district installs and operates an automated school bus safety camera under this section, the compensation paid to the manufacturer or vendor of the equipment used must be based only upon the value of the equipment and services provided or rendered in support of the system, and may not be based upon a portion of the fine or civil penalty imposed or the revenue generated by the equipment. Further, any repair, replacement, or administrative work costs related to installing or repairing automated school bus safety cameras must be solely paid for by the manufacturer or vendor of the cameras. Before entering into a contract with the manufacturer or vendor of the equipment used under this subsection (1) (e), the school district must follow the competitive bid process as outlined in RCW **28A.335.190**(1).

(f) Any revenue collected from infractions detected through the use of automated school bus safety cameras, less the administration and operating costs of the cameras, must be remitted to school districts for school zone safety projects as determined by the school district using the automated school bus safety cameras. The administration and operating costs of the cameras includes infraction enforcement and processing costs that are incurred by local law enforcement or local courts. During the 2013-2015 fiscal biennium, the infraction revenue may also be used for school bus safety projects by those school districts eligible to apply for funding from the school zone safety account appropriation in section 201, chapter 306, Laws of 2013.

(2)(a) If the registered owner of the vehicle is a rental car business, the law enforcement agency¹⁸¹ shall, before a notice of infraction is issued under this section, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within eighteen days of receiving the written notice, provide to the issuing agency by return mail:

(i) A statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred;

(ii) A statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred because the vehicle was stolen at the time of the infraction. A statement provided under this subsection (2)(a)(ii) must be accompanied by a copy of a filed police report regarding the vehicle theft; or

(iii) In lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty.

(b) Timely mailing of a statement under this subsection to the issuing law enforcement agency relieves a rental car business of any liability under this chapter for the notice of infraction.

(3) For purposes of this section, "automated school bus safety camera" means a device that is affixed to a school bus that is synchronized to automatically record one or more sequenced photographs, microphotographs, or electronic images of the rear of a vehicle at the time the vehicle is detected for an infraction identified in RCW 46.61.370(1).

[2013 c 306 § 716; 2011 c 375 § 2.]

NOTES:

Effective date—2013 c 306: See note following RCW 47.64.170.

Intent—2011 c 375: "The legislature recognizes that the safe transportation of children to and from school is a shared responsibility of the school district and the driving public. In order to increase public awareness of their responsibility, it is the intent of the legislature that the state superintendent of public instruction coordinate with school districts and any other relevant agencies who voluntarily choose to participate in a national stop arm violation day annually between March 1st and May 15th." [2011 c 375 § 1.]

Index #19

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 11/27/2017

AGENDA ITEM:	
Third Amendment to Agreement for Joint Operation of Fire and Medical Protection Facilities Dated April 18, 2016	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker, City Attorney/Sandy Langdon, Finance Director	
DEPARTMENT:	
Executive/Legal/Finance	
ATTACHMENTS:	
Proposed Third Amendment Agreement for Joint Operation of Fire and Medical Protection Facilities Dated April 18, 2016 including First and Second Amendments	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The current agreement indicated a deadline of September 1, 2017 for developing a service delivery model for fire and EMS services. Service delivery model discussions are continuing and it is expected that a final decision will not be made by the end of the year which is the term of the agreement. Therefore, we propose a one-year extension to December 31, 2018 and also amend to the term, renegotiation of terms and the financial contribution.

The term is proposed to be extended to December 31, 2018 and the Renegotiation of Terms proposes extension of the date to September 1, 2018.

The amendment also identifies the financial contribution by the city for 2018 at an estimated contribution of \$11,338,836.

All other provisions of the agreement will remain.

RECOMMENDED ACTION:

City staff recommends that Council approve the Mayor to sign the proposed Third Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016

**THIRD AMENDMENT TO AGREEMENT FOR JOINT OPERATION OF
FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES DATED
APRIL 18, 2016**

This Third Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated April 18, 2016, is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

WHEREAS, the parties have been unable to meet the September 1, 2017, deadline in the Agreement for developing a service delivery model for provision of fire and EMS services; and

WHEREAS, the parties are continuing discussions of the service delivery model; and

WHEREAS, the parties agree that extending the current agreement for one year is necessary to continue to deliver fire and EMS services to citizens.

NOW, THEREFORE,

The Agreement between the City and District 12 dated April 18, 2016, including its First and Second Amendments, is amended as follows:

1. Section 2 entitled, "Term," is amended to read as follows:

"This agreement shall be effective August 1, 2003 and shall terminate December 31, 2017, unless extended by mutual written agreement of the parties."

2. Section 3 entitled, "Renegotiation of Terms," is amended to read as follows:

"During calendar year 2017 the parties, either through designated staff and/or through committees appointed by the City and Fire District 12 agree within 14 days of full execution of this Agreement to establish a regular schedule to meet and negotiate in good faith for the purpose of developing a service delivery model for provision of fire and EMS services to their respective jurisdictions after the expiration of this Agreement. Service delivery models to be negotiated may include, but not be limited to the following:

- A. Renewal or extension of this Agreement with appropriate revisions;
- B. Establishment of a Regional Fire Authority;
- C. Establishment of separate City and Fire District departments

In the event the parties are unable to reach written agreement to either extend this agreement with revisions or to develop a mutually agreed upon alternative service delivery model by September 1, 2018, the parties will begin the process of winding down the Marysville Fire District and taking the necessary steps consistent with this agreement and applicable law to independently provide services to their respective jurisdictions. Each party pledges to cooperate and exercise good faith to accomplish a smooth transition."

3 Section 13.8 entitled, "Financial Contribution By City," is amended to read as follows:

"The 2018 contribution is estimated to be \$11,338,836, with estimated District combined levy rate of \$1.5871/\$1,000 AV (regular levy - \$1.0871/\$1,000 and EMS Levy - \$0.50/\$1,000 AV)."

4. Except as provided herein, all other provisions of the agreement between the parties dated April 18, 2016, including its First and Second Amendments, shall remain in full force and effect, unchanged.

DATED THIS _____ DAY OF _____, 2017.

CITY OF MARYSVILLE

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12

Mayor

Chairperson

Commissioner

City Clerk

Commissioner

Approved as to Form:

City Attorney

Fire District Secretary

Approved as to Form:

Fire Protection District 12 Attorney

**SECOND AMENDMENT TO AGREEMENT FOR JOINT OPERATION OF
FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES DATED APRIL 18, 2016**

This Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated April 18, 2016, is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

WHEREAS, the parties have agreed on a formula for disposition of assets to satisfy the expectations of the Washington State Auditor during the term of this Agreement; and

WHEREAS, the parties have also agreed on the appropriate formula for the disposition of assets upon the termination of this Agreement; and

WHEREAS, the parties agree that utilizing the formula set forth in RCW 35A.14.380 is appropriate; and

WHEREAS, the parties are committed to continue to deliver fire and EMS services to citizens in the area currently served by the Marysville Fire District.

NOW, THEREFORE,

The Agreement between the City and District 12 dated April 18, 2016, is hereby amended as follows:

1. Section 17.1, "Disposition of Assets," is amended to read as follows:

(1) The parties agree that for the purpose of satisfying the requirements of the Washington State Auditor, the assets of the Marysville Fire District shall be apportioned utilizing the formula of RCW 35A.14.380. For the 2016 annual reporting year the percent split is as follows: 78.25% to the City and 21.75% to FPD 12 until this agreement is terminated.

(2) For the purpose of dividing assets upon termination of this agreement the parties further agree that the assets of the Marysville Fire District and the assets of FPD 12 shall vest in the City upon payment in cash, properties or contracts for fire protection services to FPD 12 within one year, of a percentage of the value of said assets equal to the percentage of the value of the real property in FPD 12 outside the City, consistent with the formula contained in RCW 35A.14.380. This percentage will be determined by dividing the assessed value of real property in FPD 12 by the sum of the assessed value of real property in FPD 12 and the City (i.e. that area currently encompassed within the Marysville Fire District). For purposes of this Agreement the reference to "assets" shall mean all real and personal property of FPD 12 and Marysville Fire District. Within thirty days of termination of the Agreement the City and District 12 agree to meet and negotiate in good faith the method and apportionment of the payment by the City to the District in cash, properties, or contracts referenced herein.

ORIGINAL

(3) In calculating the division of assets, the value of the Administration Building, located at 1094 Cedar Avenue (tax parcel number 00585600301000), will be reduced by \$750,000.00 and the \$750,000.00 credited to FPD 12.

(4) In the event this Agreement is terminated and assets are distributed to the parties in accordance with this section, the parties agree that the assets will be used to provide fire and emergency medical services within their respective jurisdictions.

(5) The City shall offer to assume responsibility for fire protection services throughout the district in exchange for FPD 12 paying a reasonable fee for such fire protection, but FPD 12 is not obligated to accept such offer.

2. Except as provided herein, all other provisions of the agreement between the parties dated April 18, 2016, shall remain in full force and effect, unchanged.

DATED THIS 26 DAY OF April, 2017.

CITY OF MARYSVILLE


SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12



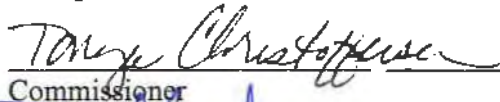
Mayor




Chairperson

Attest:


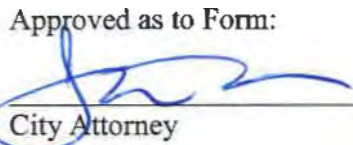
City Clerk
Deputy



Commissioner



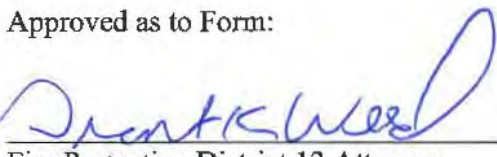
Commissioner

Approved as to Form:


City Attorney

Attest:


Fire District Secretary

Approved as to Form:


Fire Protection District 12 Attorney

**FIRST AMENDMENT TO AGREEMENT FOR JOINT OPERATION OF
FIRE AND ENTERGENCY MEDICAL PROTECTION FACILITIES DATED
APRIL 18, 2016**

This Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated April 18, 2016, is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

WHEREAS, the parties have been unable to meet the September 1, 2016, deadline in the Agreement for developing a service delivery model for provision of fire and EMS services; and

WHEREAS, the parties are continuing discussions of the service delivery model; and

WHEREAS, the parties agree that extending the current agreement for one year is necessary to continue to deliver fire and EMS services to citizens.

NOW, THEREFORE,

The Agreement between the City and District 12 dated April 18, 2016, is hereby amended as follows:

1. Section 2 entitled, "Term," is amended to read as follows:

"This agreement shall be effective August 1, 2003 and shall terminate December 31, 2017, unless extended by mutual written agreement of the parties."

2. Section 2 entitled, "Renegotiation of Terms," is amended to read as follows:

"During calendar year 2017 the parties, either through designated staff and/or through committees appointed by the City and Fire District 12 agree within 14 days of full execution of this Agreement to establish a regular schedule to meet and negotiate in good faith for the purpose of developing a service delivery model for provision of fire and EMS services to their respective jurisdictions after the expiration of this Agreement. Service delivery models to be negotiated may include, but not be limited to the following:

- A. Renewal or extension of this Agreement with appropriate revisions;
- B. Establishment of a Regional Fire Authority;
- C. Establishment of separate City and Fire District departments

In the event the parties are unable to reach written agreement to either extend this agreement with revisions or to develop a mutually agreed upon alternative service delivery model by September 1, 2017, the parties will begin the process of winding down the Marysville Fire District and taking the necessary steps consistent with this agreement and applicable law to independently provide services to their respective jurisdictions. Each party pledges to cooperate and exercise good faith to accomplish a smooth transition."

3 Section 13.8 entitled, "Financial Contribution By City," is amended to read as follows:

"The annual financial contribution by the City will be based on the levy rate for regular real property taxes assessed by the District multiplied by the total assessed value of taxable properties located within the City limits, including new construction and utilities calculated on the same basis as the District to the City's assessed value. The contribution shall be paid to the Board of Directors in equal monthly installments. The 2017 contribution is estimated to be \$10,076,327 with estimated District combined levy rate of \$1.565695/\$1,000 AV (regular levy - \$1.17855/\$1,000 and EMS levy - \$0.387144/\$1,000 AV)."

4. A new subsection, 17.1, is added to section 17 to read as follows:

"Disposition of Assets. Consistent with the provisions of the Interlocal Agreement, and ~~in~~ in accordance with the expectations of the Washington State Auditor, the City and District 12 will agree on a disposition of assets by February 1, 2017. If the parties cannot reach agreement, the processes in section 30 will be utilized."

5. Section 30 entitled, "Dispute Resolution," is amended to read as follows:

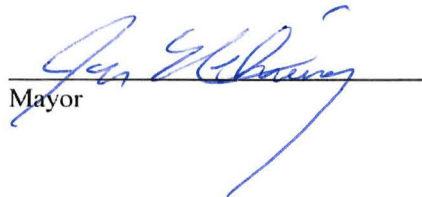
"In the event of a disagreement between the parties relating to the interpretation of the terms of this agreement or the disposition of assets, the parties agree that they shall first attempt to resolve the issue using mediation. If mediation is unsuccessful, such dispute shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator, and the two arbitrators shall appoint a third arbitrator. Unless different rules are adopted by the Board of Arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

6. Except as provided herein, all other provisions of the agreement between the parties dated April 18, 2016, shall remain in full force and effect, unchanged.

DATED THIS 15 DAY OF December, 2016.

CITY OF MARYSVILLE

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12



Mayor



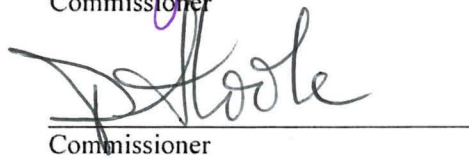
Chairperson



Commissioner

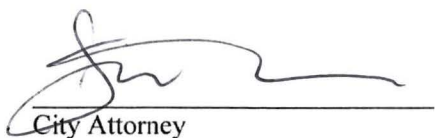


City Clerk
Deputy



Commissioner

Approved as to Form:

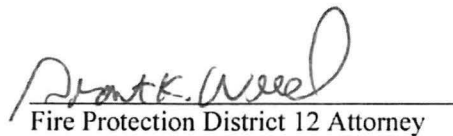


City Attorney



Fire District Secretary

Approved as to Form:



Fire Protection District 12 Attorney

**AGREEMENT FOR JOINT OPERATION OF
FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES**

THIS AGREEMENT is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

This agreement is entered into by the City under the authority of RCW 35A.11.040 and District 12 under the authority of RCW 52.12.031 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

The City and District 12 previously each maintained and operated their own fire department to provide fire protection, fire suppression and emergency medical services in its respective area.

The City and District 12 determined that it is in the best interest of each of the municipal corporations to establish a Consolidated Fire Department to be operated under the control and direction of a Board of Directors as defined by this agreement.

The City and District 12 initially entered into an Agreement for Joint Operations of Fire and Emergency Medical Protection Facilities on October 16, 1991 with updates on September 15, 1993 and have now determined that further updates and revisions to the agreement are appropriate and necessary. Accordingly, the parties wish to enter into this agreement and any amendments thereto.

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **DEFINITIONS.** The following terms, when used in this agreement, shall be defined as follows:
 - 1.1. "City" shall mean the City of Marysville.
 - 1.2. "District 12" shall mean Snohomish County Fire Protection District No. 12.
 - 1.3. "Department", "Fire Department" "District" or "Consolidated Fire Department" shall mean the combined operating fire departments of the City and District 12, hereinafter referred to as the "Marysville Fire District."
 - 1.4. "Fire Chief" shall mean the chief of the Fire Department appointed by the Board of Directors.
 - 1.5. "Board of Directors" or "Board" shall mean the joint board composed of three appointees of the City and up to six appointees of the District as further described in paragraph 4 below.
2. **TERM.** This agreement shall be effective August 1, 2003 and shall terminate December 31, 2016 unless extended by mutual written agreement of the parties.

3. **RENEGOTIATION OF TERMS.** During calendar year 2016 the parties, either through designated staff and/or through committees appointed by the City and Fire District 12 agree within 14 days of full execution of this Agreement to establish a regular schedule to meet and negotiate in good faith for the purpose of developing a service delivery model for provision of fire and EMS services to their respective jurisdictions after the expiration of this Agreement. Service delivery models to be negotiated may include, but not be limited to the following:
- A. Renewal or extension of this Agreement with appropriate revisions;
 - B. Establishment of a Regional Fire Authority;
 - C. Establishment of separate City and Fire District departments

In the event the parties are unable to reach written agreement to either extend this agreement with revisions or to develop a mutually agreed upon alternative service delivery model by September 1, 2016, the parties will begin the process of winding down the Marysville Fire District and taking the necessary steps consistent with this agreement and applicable law to independently provide services to their respective jurisdictions. Each party pledges to cooperate and exercise good faith to accomplish a smooth transition.

- 4.
- 4 **BOARD OF DIRECTORS.** The operations of the Department necessary to carry out the purposes of this agreement shall be administered by a Board of Directors consisting of a minimum of six members, and a maximum of nine members, as defined in this agreement. The City shall appoint three members to the Board of Directors, provided that the appointees shall consist of three City Council members or two city council members and the Mayor. District 12 shall appoint no less than three and no more than six members to the Board of Directors. Provided, that the appointees shall consist of Commissioners of District 12. Pursuant to the merger of Fire District No. 20 into Fire District No. 12, District 12 will, initially, appoint 6 members to the Board of Directors and reduce its Board membership down to three in accordance with RCW 52.06.085. The Board shall have the authority to administer and manage the operations of the Marysville Fire District, all jointly owned properties and equipment and all properties and equipment of each party used by the Marysville Fire District. The Board shall have the authority and powers granted by this instrument and such additional authority and powers as may from time to time be conferred on it by the legislative bodies of both parties. A quorum of the Board shall consist of a simple majority of the appointed members. Actions of the Board shall require the affirmative vote of the majority of the members of the Board present. The Fire Chief shall report to and operate under the supervision and control of the Board of Directors.
5. **MEETINGS OF BOARD OF DIRECTORS.** All meetings of the Board of Directors shall be held in compliance with the Open Public Meetings Act, chapter 42.30 RCW. The date and time of the regular monthly meeting of the Board of Directors shall be established by resolution of the Board.

6. **LIMITATION OF THE BOARD OF DIRECTORS.** The Board of Directors shall have no authority to modify or revise the terms of this agreement. In the event the Board of Directors shall be unable to reach an agreement on any matter before it, such matter shall be referred to the City Council and the Board of Commissioners of District 12 for resolution.
7. **CITY SERVICES.** The Board of Directors shall provide the following services within the City limits:
- 7.1. Fire prevention services.
 - 7.2. Fire suppression services.
 - 7.3. Emergency medical services.
 - 7.4. Hazardous materials incident response services.
 - 7.5. Uniform Fire Code inspection services.
 - 7.6. Uniform Fire Code preconstruction building plan review services.
 - 7.7. Uniform Fire Code investigation services.
 - 7.8. Technical Rescue Services.
8. **DISTRICT 12 SERVICES.** The Board of Directors shall provide the following services within the boundaries of District 12.
- 8.1. Fire prevention services.
 - 8.2. Fire suppression services.
 - 8.3. Emergency medical services.
 - 8.4. Hazardous materials incident response services.
 - 8.5. Technical Rescue Services.
9. **LEVEL OF SERVICES.** Fire prevention, fire suppression, emergency medical, technical rescue and hazardous materials incident response services shall be provided at the same level to each of the parties under the terms of this agreement. In the event of simultaneous emergencies within the City and District 12 whereby the resources of the Department are taxed beyond its ability to render equal protection, the officers and agents of the Department shall determine how to allocate the resources of the Department.

The parties recognize that Snohomish County has the statutory jurisdiction to enforce the provisions of the Uniform Fire Code within the boundaries of District 12 rather than District 12 itself.

10. OPERATIONS COMMITTEE. An Operations Committee is formed consisting of the Fire Chief, the Mayor, and the Chief Administrative Officer of the City. The Operations Committee which shall act in an advisory capacity only to the Chief and Board of Directors shall:

- 10.1. Provide input on the development of operational priorities, policies, and procedures and recommend their adoption by the Board.
- 10.2. Provide input on the preparation of a budget and present the budget to the Board for approval.
- 10.3. Monitor revenues and expenditures and provide input as to whether budgetary targets are being met.
- 10.4. Provide input for the establishment of objectives for collective bargaining and direct negotiation strategy.
- 10.5. Provide input regarding Department operations and Department policies and procedures.
- 10.6. Obtain assistance of key staff from the District and the City and require attendance of such staff at meetings of the Operations Committee.
- 10.7. Meet at least monthly.

11. BUDGET. The Operations Committee shall provide input on the preparation of a proposed operating budget to the Board of Directors for the Marysville Fire District in accordance with the Budgeting, Accounting and Reporting System (BARS) established by the Washington State Auditor's Office, establishing the annual income and expense requirements of the Department and the capital expenditures required for the operation of the Department. The Board of Directors shall review the proposed budget and submit an estimate of the City's cash contribution amount to the City and the District not later than October 1 of each year. Approval of the budget shall require a majority vote of the Board of Directors. After a budget is adopted by the Board of Directors, a copy shall be submitted to the Marysville City Council and District 12 Commissioners. In the event the Board of Directors cannot agree on a Budget, the Board shall notify each of the parties to this agreement. The parties to this agreement shall negotiate a compromise on the budget or budget item(s), and shall have authority to approve such on behalf of the Marysville Fire District. In the event the parties to this agreement cannot reach a compromise, the parties agree to utilize arbitration as outlined in section 29-Dispute Resolution of this agreement.

In the event it shall be necessary, during any calendar year, for the budget to be amended, the Operations Committee shall provide input on a budget amendment for submittal to the Board for review. Upon approval by the Board of Directors, the amendment shall be

submitted to the governing body of each party for approval in the event the amendment shall require an additional contribution of funds by either party.

12. **SPECIAL FUND.** The Board of Directors shall create a special operating fund with the County Treasurer's office to be used for the payment of the operating costs of the Fire Department. The Board of Directors shall be responsible for the proper management and accounting of all funds coming into the possession of the Board of Directors. The financial affairs of the Board of Directors shall be conducted in accordance with applicable federal and state laws and regulations.
13. **FUNDING OF SPECIAL FUND.** Each of the parties agrees to fund the operations of the Department under the following provisions:
 - 13.1. **Financial Contribution by District 12.** District 12 agrees to levy regular real property taxes, as determined by its Board of Commissioners, on taxable property located within the District. The Board of Directors shall provide sufficient funds for the following District 12 operations:
 - 13.2. Commissioners' fees pursuant to RCW 52.14.010.
 - 13.3 Membership fees for state and local municipal corporation associates and commissioners' associations.
 - 13.4 Board of Directors' travel expenses and expenses incurred in attending meetings, legislative and administrative hearings and all other such functions.
 - 13.5 Attorneys', accountants', auditors' and investment officers' fees and costs.
 - 13.6 Election expenses.
 - 13.7 Such other reasonable and necessary expenses as may be incurred from time to time by District 12 and its Board of Commissioners that are not attributable to the operation of the Department.
 - 13.8 **Financial Contribution By City.** Each year an agreement as to the financial contribution by the City for the ensuing year will be finalized by September 30th. In the event the parties agree to extend the term of this Agreement beyond December 31, 2016 any extension of this Agreement shall include a formula for each party's financial contribution that can be applied automatically so as to eliminate the need to develop a formula annually. The contribution shall be paid to the Board of Directors in equal monthly installments.
 - 13.9 **District Regular Tax Limitations.** District 12 agrees that it will not seek voter approval of the lifting of the LID limitation on its regular or emergency medical services regular real property tax levy without the consent of the City. District 12 agrees that it will not voluntarily lower its regular or emergency medical services regular real property tax levy without the consent of the City.

- 14 **EMPLOYMENT OF PERSONNEL.** District 12 shall be the employer of all personnel required to perform the services provided for in this agreement. The Board of Directors shall provide funds to the District to pay all wages, salaries, employment benefits, payroll taxes and any other expenses associated with the paid personnel. It is further agreed that future medical benefits required by statute to be provided to LEOFF I personnel whose employment is transferred from the City to District 12 shall be funded by the Board of Directors. District 12 assigns its authority to manage, supervise, employ, terminate and contract with employees to the Board of Directors.
- 15 **ASSIGNMENT OF PERSONNEL AND EQUIPMENT.** Under the provisions of the Board of Directors, the chief shall be responsible for the supervision, employment, termination, assignment and stationing of all personnel and equipment of the Department. In exercising such authority, the Fire Chief shall consult with the Board of Directors to insure that an adequate level of protection is provided within the geographical boundaries of each of the parties.
- 16 **FIRE CHIEF AND FIRE MARSHAL.** The City agrees that it will recognize the Fire Chief and Fire Marshal of the District as the Fire Chief and Fire Marshal of the City. The Fire Chief and Fire Marshal shall cooperate with the City building officials and the City's Director of Community Development to enforce the provisions of the Uniform Fire Code. The City agrees that all court costs and other legal costs incurred in the enforcement of the Uniform Fire Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Department. In the event the City shall be awarded its costs, attorneys' fees, penalties or fines in such enforcement action, the recovery shall remain the property of the City.
- 17 **PROPERTY OWNERSHIP.** Except as provided in paragraph 24, all property owned by District 12 to enable it to perform the services required under this agreement shall remain the property of District 12 in the event of the termination of this agreement. All property owned by the City to enable it to perform the services required under this agreement shall remain the property of the City in the event of the termination of this agreement. All jointly owned and jointly purchased property acquired under the terms of this agreement shall be disposed of on an equitable basis and in such manner as may be agreed upon between the City and District 12 in the event of the termination of the joint operation.
- 18 **MAJOR CAPITAL IMPROVEMENTS.** In the event the Board of Directors shall determine that a major capital improvement, not included in the annual budget, is necessary for the proper operation of the Department, the Board of Directors shall prepare a report and recommendation to be submitted to the legislative body of each of the parties for review. The parties agree to review any recommendation of the Board of Directors, and, if necessary, to consider the issuance and sale of general obligation bonds to fund needed capital improvements. In the event it shall be necessary to obtain voter approval to incur indebtedness or levy excess taxes, the parties agree to cooperate to jointly submit such requests to the voters of the City and District 12. In the event any such ballot measure shall be approved in one jurisdiction but not in the other, the jurisdiction in which it failed shall submit the measure at another election during the same calendar year if an election date is available. If the measure shall fail the second time, the jurisdiction submitting the measure

may consider funding the improvements through any other source of funding that may be available. All funds received as a result of special levies, sale of bonds, or the like for the benefit of the Marysville Fire District shall be tendered to the accounts of the Department as soon as practical.

- 19 MAINTENANCE OF STATIONS.** The Board of Directors shall be responsible to provide for the normal maintenance and repair of all station facilities exclusively operated by the District. The Board of Directors shall enter into a use agreement with the City to provide for normal maintenance, repair and operating expenses of any jointly operated, City owned station facilities.
- 20 HOLD HARMLESS.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to any activities of such party that may have occurred prior to the effective date of this agreement.
- 21 INSURANCE.** The Board of Directors shall provide insurance coverage for all operations, facilities, equipment and personnel of the Department. The insurance shall include all risk property insurance, insuring District 12 and City equipment and District 12 buildings at replacement cost; comprehensive general liability insurance with a minimum policy limit of \$2,000,000.00 per occurrence; errors and omissions insurance including civil rights coverage covering the actions of the Board of Directors and the legislative bodies of District 12 and the City; auto insurance, including comprehensive and collision coverage at agreed replacement cost and liability coverage with a minimum policy limit of \$2,000,000.00 per occurrence; boiler and machinery insurance and a fidelity bond covering the actions of Department personnel. The City shall provide insurance coverage for all jointly operated city owned facilities. The Board of Directors shall furnish to District 12 and the City appropriate documentation showing that such coverage is in effect and that District 12 and the City are named insureds on the policies on or before the effective date of the joint operation. The Board of Directors is authorized, consistent with the above provisions, to contract with the Washington Cities Insurance Authority or such other insurance provider as it deems appropriate.
- 22 OPERATIONAL RULES AND REGULATIONS.** The Board of Directors shall, from time to time, adopt and implement rules and regulations to govern the operations of the Department.
- 23 EMPLOYMENT ON TERMINATION.** In the event, as a result of the notice of termination or expiration of this agreement, District 12 must terminate any of its employees, the City agrees that it will, if positions are available, hire the qualified employees terminated by District 12 before it employs additional personnel. Subject to the provisions of any collective bargaining agreement to which District 12 or the Board of Directors may be a party, the determination of which District 12 employees will be terminated and employed by the City shall be negotiated by the parties. The negotiations

shall take into consideration a fair and equal apportionment of the employees based on the length of service, experience, qualifications and rank of the employees.

- 24 ANNUAL RETREAT.** The Board of Directors shall hold an annual retreat to review the operation of the Fire Department during the preceding year, to discuss planning, the operating budget and capital improvement budget for the following year and to review any provisions of this agreement that either party may wish to modify. This meeting shall be scheduled at an agreeable time on or before October 1 of each year. The results of the retreat may be reviewed by the Marysville City Council if desired.
- 25 ANNEXATIONS.** In the event that the City, during the term of this agreement, shall, in single annexations, annex areas of District 12 that contain more than five percent (5%) of the area of District 12, the City agrees that it will not invoke the provisions of RCW 35A.14.380 and .400, as presently exists or as may be hereafter amended, relating to ownership of assets for each such annexation. District 12 agrees, during the term of this agreement, that the percentage of the assessed value of District 12 contained in each such annexation shall be cumulated and that the City shall be entitled to invoke the statutory provisions for all such prior annexations which occurred during the term of this agreement at the time of the termination of this agreement and prior agreements.
- 26 NOTICES.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage prepaid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.
- 27 SEVERABILITY.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.
- 28 MODIFICATION.** This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
- 29 BENEFITS.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 30 DISPUTE RESOLUTION.** In the event of a disagreement between the parties relating to the interpretation of the terms of this agreement, the parties agree that such dispute shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator, and the two arbitrators shall appoint a third arbitrator. Unless different rules are adopted by the Board of Arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

31 **PRIOR AGREEMENTS.** This Agreement is solely intended to update and replace the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated September 15, 1993 and prior amendments thereto.

DATED THIS 18th DAY OF April, 2016.

CITY OF MARYSVILLE

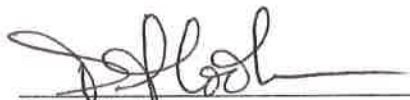
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12



Mayor



Chairperson



Commissioner




City Clerk
Reputy

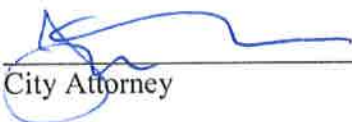


Commissioner

Approved as to Form:

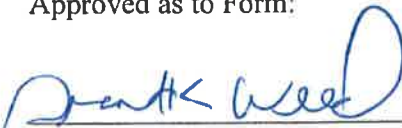


Fire District Secretary



City Attorney

Approved as to Form:



District's Attorney