

Marysville City Council Meeting

March 23, 2020

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

Audience Participation

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

Consent

1. Approval of the March 4, 2020 Claims in the Amount of \$626,629.13 Paid by EFT Transactions and Check Numbers 138579 through 138784 with Check Number 138551 Voided.
2. Approval of the March 5, 2020 Payroll in the Amount of \$1,453,154.94 Paid by EFT Transactions and Check Numbers 32964 through 32992 with Check Number 32963 Voided.
3. Approval of the March 11, 2020 Claims in the Amount of \$2,011,035.03 Paid by EFT Transactions and Check Numbers 138785 through 138995 with Check Number 138595 and 138788 Voided.
4. Approval of the March 18, 2020 Claims in the Amount of \$650,316.49 Paid by EFT Transactions and Check Numbers 138996 through 139195 with No Check Numbers Voided.
5. Approval of the March 20, 2020 Payroll in the Amount of \$1,590,282.54 Paid by EFT Transactions and Check Numbers 32993 through 33018.

Review Bids

Public Hearings

New Business

Marysville City Council Meeting

March 23, 2020

7:00 p.m.

City Hall

6. Consider Approving the Lease Agreement with Marysville Little League for the Use of Cedar Fields
7. Consider Approving an Amendment to the Golf Course Management Agreement with Premier Golf Centers, LLC
8. Consider Approving an Interlocal Agreement with the City of Lake Stevens for Outdoor Video Services
9. Consider Approving the Communication Site Sublease/License with the FBI
10. Consider Approving the Interlocal Agreement for Information Technology Services with Marysville Regional Fire Authority
11. Consider Approving a **Resolution** Authorizing Remote Attendance at Council Meetings
12. Consider Approving One Additional Custodian Position
13. Consider Approving an **Ordinance** Amending Chapter 14.05 MMC to Permit Deferred Payment Plans and Waiver of Service Charges Due to COVID-19

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

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Due to health concerns amid the Coronavirus COVID-19 outbreak, the City of Marysville is operating under the guidance of County, State, and National health officers on best practices to minimize exposure to keep our community members and employees safe.

***All public attendees will be screened before allowed entrance to the building and will abide by social distancing guidelines. Anyone who exhibits signs will be denied access.**

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 business days prior to the meeting date if any special accommodations are needed for this meeting.

Index #1

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 23, 2020

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the March 4, 2020 claims in the amount of \$626,629.13 paid by EFT transactions and Check No.'s 138579 through 138784 with Check No. 138551 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-3

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$626,629.13 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 138579 THROUGH 138784 WITH CHECK NO.138551 VOIDED** 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 **23rd DAY OF MARCH 2020.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/27/2020 TO 3/4/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
138579	FIRST AMERICAN TITLE	CLOSING FUNDS-10525 SMOKEY PT BLVD	GMA - STREET	79,276.52
138580	10TH ST BOOSTERS	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
138581	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	87.81
	ADVANTAGE BUILDING S		SUNNYSIDE FILTRATION	407.79
	ADVANTAGE BUILDING S		COMMUNITY CENTER	878.10
	ADVANTAGE BUILDING S		UTIL ADMIN	878.10
	ADVANTAGE BUILDING S		CITY HALL	1,317.15
	ADVANTAGE BUILDING S		COURT FACILITIES	1,317.15
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	1,403.30
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,756.09
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,896.70
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,951.47
138582	ALLEN, DANE	UB REFUND	WATER/SEWER OPERATION	214.64
138583	ANANDACOM LLC	REFUND AMENDMENT FEES	COMMUNITY DEVELOPMENT	6,500.00
138584	ANDERSON, KRISTEN	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
138585	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	147.53
	ARAMARK UNIFORM		OPERA HOUSE	175.00
138586	ARLINGTON HARDWARE	JEANS-OSBORN	GENERAL	163.77
138587	BARKER, ROCHELLE	REIMBURSE MEALS	COMPUTER SERVICES	50.91
138588	BARRAZA, ESTELLA & DAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	43.42
138589	BARRETT, JACK & SAND		NON-DEPARTMENTAL	95.17
138590	BATES, BRUCE		UTIL ADMIN	42.44
	BATES, BRUCE		NON-DEPARTMENTAL	79.84
	BATES, BRUCE		UTIL ADMIN	158.22
138591	BERGMAN, AIMEE	PER DIEM 3/10-3/12	POLICE PATROL	195.25
138592	BLEASDALE, CLAIR	UTILITY TAX REBATE	NON-DEPARTMENTAL	31.02
138593	BOLES, JEAN	UB REFUND	WATER/SEWER OPERATION	9.52
138594	BORDER, MAXINE	UTILITY TAX REBATE	UTIL ADMIN	42.44
	BORDER, MAXINE		NON-DEPARTMENTAL	75.53
	BORDER, MAXINE		UTIL ADMIN	158.22
138595	BRADFORD, JOHN		NON-DEPARTMENTAL	30.56
	BRADFORD, JOHN		UTIL ADMIN	42.44
	BRADFORD, JOHN		UTIL ADMIN	158.22
138596	BRANTLEY, KEITH & MI	UB REFUND	WATER/SEWER OPERATION	28.77
138597	BRENNAN, SHANNON	INSTRUCTOR SERVICES	COMMUNITY CENTER	183.00
	BRENNAN, SHANNON		COMMUNITY CENTER	222.00
138598	BRUNES, ROBERT	UB REFUND	WATER/SEWER OPERATION	167.09
138599	BURTIS, MICHAEL	REIMBURSE MICROWAVE PURCHASE	DETENTION & CORRECTION	76.38
138600	CAMPBELL, BARBARA	UTILITY TAX REBATE	NON-DEPARTMENTAL	54.60
138601	CENTRAL WELDING SUPP	GLOVES	ER&R	15.47
	CENTRAL WELDING SUPP		ER&R	49.19
	CENTRAL WELDING SUPP	PADLOCKS	SOLID WASTE OPERATIONS	255.76
138602	CLICK2MAIL	REPLENISH CLICK2MAIL ACCOUNT	COMMUNITY	772.07
138603	COASTAL FARM & HOME	JEANS-SPRAGUE	UTIL ADMIN	43.71
138604	COLE, CHARLES	UTILITY TAX REBATE	NON-DEPARTMENTAL	72.07
138605	CONGDON, MARIAN		NON-DEPARTMENTAL	91.53
138606	COOP SUPPLY	K-9 SUPPLIES	K9 PROGRAM	65.55
138607	COOPER, SHERRI	UTILITY TAX REBATE	NON-DEPARTMENTAL	35.93
138608	COPIERS NORTHWEST	COPIER CHARGES	COMMUNITY CENTER	43.53
	COPIERS NORTHWEST		PROPERTY TASK FORCE	44.11
	COPIERS NORTHWEST		GENERAL	104.26
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.81
	COPIERS NORTHWEST		PROBATION	147.85
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.62
	COPIERS NORTHWEST		ENGR-GENL	160.48
	COPIERS NORTHWEST		UTILITY BILLING	171.60

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
138608	COPIERS NORTHWEST	COPIER CHARGES	CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.62
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.64
	COPIERS NORTHWEST		POLICE PATROL	286.08
	COPIERS NORTHWEST		PARK & RECREATION FAC	347.26
	COPIERS NORTHWEST		POLICE INVESTIGATION	363.21
	COPIERS NORTHWEST		UTIL ADMIN	384.09
	COPIERS NORTHWEST		COMMUNITY	477.46
	COPIERS NORTHWEST		DETENTION & CORRECTION	537.27
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	594.50
	COPIERS NORTHWEST		OFFICE OPERATIONS	707.45
138609	CORBIN, ANNE	UTILITY TAX REBATE	UTIL ADMIN	42.44
	CORBIN, ANNE		NON-DEPARTMENTAL	53.85
	CORBIN, ANNE		UTIL ADMIN	158.22
138610	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,726.94
138611	COUNSELLOR, LORRAINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	77.79
138612	CRANE, DAWNA	UB REFUND	WATER/SEWER OPERATION	37.95
138613	CRIMINAL JUSTICE	TRAINING-BOGGS	POLICE TRAINING-FIREARMS	578.00
138614	CRYSTAL SPRINGS	COOLER RENTAL	COMMUNITY	4.36
138615	DATABAR	SUMMONS/BAIL NOTICES	PROBATION	184.39
	DATABAR		MUNICIPAL COURTS	553.19
	DATABAR	INFRACTION NOTICES	MUNICIPAL COURTS	886.11
138616	DEAN, MARY	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.52
	DEAN, MARY		UTIL ADMIN	42.44
	DEAN, MARY		UTIL ADMIN	201.24
138617	DELTA DENTAL OF WA	MPOA MARCH PREMIUM	MEDICAL CLAIMS	13,454.09
	DELTA DENTAL OF WA	ACTIVE/COBRA/RETIREE MARCH PREMIUM	MEDICAL CLAIMS	27,888.40
138618	DICK CAMPBELL CO.	REPAIR AGPS	CITY STREETS	-18.45
	DICK CAMPBELL CO.		TRANSPORTATION	216.86
138619	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		EQUIPMENT RENTAL	387.34
138620	DIXON, ROLLAND	UTILITY TAX REBATE	UTIL ADMIN	42.44
	DIXON, ROLLAND		NON-DEPARTMENTAL	83.55
	DIXON, ROLLAND		UTIL ADMIN	158.22
138621	DMCMA	REGIONAL TRAINING (9)	MUNICIPAL COURTS	450.00
138622	E&E LUMBER	HARDWARE	MAINT OF GENL PLANT	7.09
	E&E LUMBER	CLAMPS	MAINT OF GENL PLANT	14.10
	E&E LUMBER	PLYWOOD	PUBLIC SAFETY BLDG	22.55
	E&E LUMBER		EQUIPMENT RENTAL	28.54
	E&E LUMBER	ROOFING AND 3 TAB	PARK & RECREATION FAC	34.09
	E&E LUMBER	LUMBER AND FOAM	MAINT OF GENL PLANT	48.98
	E&E LUMBER	WRENCHES AND TAPE	FACILITY MAINTENANCE	54.53
	E&E LUMBER	FILLER ROPE, CAULKING GUN AND CAULK	WATER RESERVOIRS	56.81
	E&E LUMBER	PRUNING BLADES	ROADSIDE VEGETATION	62.92
	E&E LUMBER	SEALANT, SCRAPER AND RAGS	ER&R	77.17
	E&E LUMBER	PLYWOOD	MAINT OF GENL PLANT	104.82
	E&E LUMBER	SAW AND COUPLINGS	ROADSIDE VEGETATION	149.56
	E&E LUMBER	LUMBER	SIDEWALKS MAINTENANCE	384.39
138623	ENGLISH, ELISHA	UTILITY TAX REBATE	NON-DEPARTMENTAL	131.20
138624	ERICKSON, ILENE		NON-DEPARTMENTAL	41.92
138625	EVERETT, CITY OF	ANIMAL SHELTER FEES	COMMUNITY SERVICES UNIT	2,460.00
138626	FAMILY PET MEDICAL	K-9 VET CARE	K9 PROGRAM	18.00

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138627	FAWKS, ANGELA	PER DIEM 3/10-3/12	YOUTH SERVICES	195.25
138628	FBI/LEEDA	FBI LEEDA DUES-THOMAS	POLICE ADMINISTRATION	50.00
	FBI/LEEDA	FBI LEEDA DUES-WADE	POLICE ADMINISTRATION	50.00
138629	FENTON, KATHRYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	83.50
138630	FLETCHER, SHERRIL	RENTAL FEE REFUND	PARKS-RECREATION	115.00
138631	FLORES, RICARDO	UTILITY TAX REBATE	NON-DEPARTMENTAL	42.60
138632	FOREMOST PROMOTIONS	MISC STICKERS AND SUPPLIES	GENERAL FUND	-107.36
	FOREMOST PROMOTIONS		CRIME PREVENTION	1,261.68
138633	FRASER, LEANN	UTILITY TAX REBATE	NON-DEPARTMENTAL	55.15
138634	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	57.52
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	58.92
	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	59.52
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	107.39
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	109.44
138635	GALLS, LLC	UNIFORM-LEATHER	DETENTION & CORRECTION	18.74
	GALLS, LLC		DETENTION & CORRECTION	33.77
	GALLS, LLC	UNIFORM-DELANTY	OFFICE OPERATIONS	38.20
	GALLS, LLC	UNIFORM-STUVER	POLICE PATROL	54.64
	GALLS, LLC	UNIFORM-DELANTY	OFFICE OPERATIONS	83.07
	GALLS, LLC	UNIFORM-SALE	POLICE PATROL	173.30
	GALLS, LLC	UNIFORM-DELANTY	OFFICE OPERATIONS	245.89
	GALLS, LLC	LAPEL MICS	POLICE PATROL	1,303.08
138636	GAMUT 360 HOLDING LL	UB REFUND	WATER/SEWER OPERATION	152.34
138637	GARNER, ORAL	UTILITY TAX REBATE	NON-DEPARTMENTAL	61.61
138638	GOMS, WANDA		NON-DEPARTMENTAL	28.68
	GOMS, WANDA		UTIL ADMIN	42.44
	GOMS, WANDA		UTIL ADMIN	158.22
138639	GOVERNMENTJOBS.COM	NEOGOV SUBSCRIPTION	PERSONNEL ADMINISTRATION	975.00
138640	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		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
138641	HACH COMPANY	SAMPLE CELL KIT	WASTE WATER TREATMENT	191.28
	HACH COMPANY	WWTP SUPPLIES	WASTE WATER TREATMENT	2,732.70
138642	HACK, SUNDEE	UTILITY TAX REBATE	UTIL ADMIN	42.44
	HACK, SUNDEE		NON-DEPARTMENTAL	73.56
	HACK, SUNDEE		UTIL ADMIN	158.22
138643	HARRIS PACIFIC NW	REPAIR HEAT PUMP	COMMUNITY CENTER	557.06
	HARRIS PACIFIC NW	REPLACE THERMOSTAT IN A/C	PUBLIC SAFETY BLDG	2,536.16
138644	HARRISON, JOHN	UTILITY TAX REBATE	NON-DEPARTMENTAL	45.00
138645	HBLE LLC	VEST-SALE	POLICE PATROL	881.05
138646	HD FOWLER COMPANY	ELBOWS AND ADAPTERS	STORM DRAINAGE	4.95
	HD FOWLER COMPANY	PVC PARTS	SEWER MAIN COLLECTION	341.44
	HD FOWLER COMPANY	EFFLUENT PUMP AND SWITCH	PARK & RECREATION FAC	706.65
138647	HEWLETT PACKARD	PRINTER CHARGES	PERSONNEL ADMINISTRATION	0.81
	HEWLETT PACKARD		SEWER MAIN COLLECTION	13.36
	HEWLETT PACKARD		STORM DRAINAGE	13.36
	HEWLETT PACKARD		WATER QUAL TREATMENT	19.11
	HEWLETT PACKARD		UTIL ADMIN	19.51
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	23.86
	HEWLETT PACKARD		POLICE PATROL	25.69
	HEWLETT PACKARD		LEGAL - PROSECUTION	41.21
	HEWLETT PACKARD		WASTE WATER TREATMENT	70.98
	HEWLETT PACKARD		CITY CLERK	92.88

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138647	HEWLETT PACKARD	PRINTER CHARGES	FINANCE-GENL	92.88
	HEWLETT PACKARD		MUNICIPAL COURTS	94.80
	HEWLETT PACKARD		UTILITY BILLING	161.12
	HEWLETT PACKARD		COMPUTER SERVICES	485.73
138648	HINDES, SAMANTHA	REFUND CLASS FEES	PARKS-RECREATION	20.00
138649	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
138650	ID LABEL	LABELS	POLICE PATROL	142.02
	ID LABEL		POLICE PATROL	760.73
138651	JOHNSON, ELIZABETH	UTILITY TAX REBATE	NON-DEPARTMENTAL	130.77
138652	JONES, MICHIAL		NON-DEPARTMENTAL	72.44
138653	JORDAN, ROXANNE	UB REFUND	WATER/SEWER OPERATION	135.76
138654	JOYNER, LINDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	17.86
138655	JURASIN, SHARON		NON-DEPARTMENTAL	41.77
138656	KENDALL, CAROLYN		NON-DEPARTMENTAL	52.64
138657	KESSEL, CATHY	REFUND CLASS FEES	PARKS-RECREATION	15.00
138658	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
138659	KIM, STEVEN	REIMBURSE MILEAGE	ENGR-GENL	35.19
138660	KING, TIM	REIMBURSE BOOT PURCHASE	UTIL ADMIN	167.98
138661	KJR PROPERTIES LLC	UB REFUND	WATER/SEWER OPERATION	35.19
138662	KLAUS, BERNADETTE	UTILITY TAX REBATE	NON-DEPARTMENTAL	77.29
138663	KOREIS, JUSTIN & KAR	UB REFUND	GARBAGE	93.00
138664	LACKEY, DUSTIN AND J		WATER/SEWER OPERATION	65.68
138665	LACKEY, KERRY	UTILITY TAX REBATE	UTIL ADMIN	42.44
	LACKEY, KERRY		NON-DEPARTMENTAL	46.14
	LACKEY, KERRY		UTIL ADMIN	158.22
138666	LANBERG, JULYA	REFUND CLASS FEES	PARKS-RECREATION	50.00
138667	LASTING IMPRESSIONS	UNIFORM HATS	DETENTION & CORRECTION	56.84
138668	LAW ENFORCEMENT TARG	TARGETS	GENERAL FUND	-60.74
	LAW ENFORCEMENT TARG		POLICE TRAINING-FIREARMS	713.78
138669	LEADS ONLINE	RENEWAL	POLICE INVESTIGATION	2,148.00
138670	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	46.60
138671	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	71.49
138672	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	246.60
138673	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	50.06
	LGI HOMES		WATER/SEWER OPERATION	200.00
138674	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	344.78
138675	LONGFIELD, AUTUMN	UTILITY TAX REBATE	NON-DEPARTMENTAL	96.35
138676	LOVE, PATRICIA GAIL		NON-DEPARTMENTAL	64.73
138677	LOWES HIW INC	THRESHOLD STRIP	OPERA HOUSE	18.14
	LOWES HIW INC	SAFETY HASP	PUBLIC SAFETY BLDG	20.58
138678	LUCKEY, MYRA	UTILITY TAX REBATE	UTIL ADMIN	42.44
	LUCKEY, MYRA		NON-DEPARTMENTAL	49.34
	LUCKEY, MYRA		UTIL ADMIN	158.22
138679	MANN, DAPHNE		NON-DEPARTMENTAL	49.27
138680	MARMOLEJO, TAMI	REFUND CLASS FEES	PARKS-RECREATION	65.00
138681	MARTIN, JOANNA	REIMBURSE KBCC SUPPLY EXPENSE	COMMUNITY CENTER	21.77
138682	MARYSVILLE PRINTING	ENVELOPES	LEGAL - PROSECUTION	75.42
	MARYSVILLE PRINTING	FOIL SHELLS	POLICE PATROL	650.48
	MARYSVILLE PRINTING	ENVELOPES	POLICE PATROL	967.96
138683	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE BLVD	SEWER LIFT STATION	59.57
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	117.79
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	138.28
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	145.10
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD IRR	PARK & RECREATION FAC	223.93

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138683	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	280.66
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST NE	PARK & RECREATION FAC	283.24
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	1,684.93
138684	MATTA, HEATHER	REFUND CLASS FEES	PARKS-RECREATION	20.00
138685	MAUL FOSTER & ALONGI	GEDDES MARINA PROJECT	SURFACE WATER CAPITAL	13,017.50
138686	MCAVOY LAW, PLLC	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
	MCAVOY LAW, PLLC		PUBLIC DEFENSE	300.00
138687	MCCLAIN, MAE	UTILITY TAX REBATE	NON-DEPARTMENTAL	91.63
138688	MCWETHY, LUCAS	PUBLIC DEFENDER	PUBLIC DEFENSE	150.00
138689	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	1,485.24
	METCALF, SHELLEY		RECREATION SERVICES	1,485.24
138690	MEYEN, ALBERT	UTILITY TAX REBATE	UTIL ADMIN	42.44
	MEYEN, ALBERT		NON-DEPARTMENTAL	54.53
	MEYEN, ALBERT		UTIL ADMIN	201.24
138691	MODERN MACHINERY CO,	FILTER CREDIT	ER&R	-26.76
	MODERN MACHINERY CO,	FILTER	ER&R	26.76
	MODERN MACHINERY CO,	MISC FILTERS	ER&R	331.53
138692	MORRISON, DEBORAH	UTILITY TAX REBATE	NON-DEPARTMENTAL	79.72
138693	MUNDAY, ERNALEE		NON-DEPARTMENTAL	66.69
138694	NATIONAL BARRICADE	NO PARKING BARRICADES	TRANSPORTATION	1,743.45
138695	NATL SCHOOL RESOURCE	2020 NASRO CONFERENCE-FAWKS	POLICE TRAINING-FIREARMS	500.00
138696	NELSON, ELTON	UTILITY TAX REBATE	NON-DEPARTMENTAL	45.93
138697	NELSON, PAUL J & SUS	UB REFUND	WATER/SEWER OPERATION	1,138.22
138698	NESS, HARRY		WATER/SEWER OPERATION	192.29
138699	NOBLE, BRAD	UTILITY TAX REBATE	NON-DEPARTMENTAL	103.70
138700	NORTH COAST ELECTRIC	GE MOTOR STARTERS	WASTE WATER TREATMENT	2,651.18
138701	NURNBERG SCIENTIFIC	TREATMENT SUPPLIES	SUNNYSIDE FILTRATION	208.98
138702	OFFICE DEPOT	OFFICE SUPPLY CREDIT	FINANCE-GENL	-32.77
	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	5.58
	OFFICE DEPOT		EXECUTIVE ADMIN	7.98
	OFFICE DEPOT		UTILITY BILLING	9.83
	OFFICE DEPOT	COAT RACK	ENGR-GENL	37.81
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	39.33
	OFFICE DEPOT		ENGR-GENL	39.33
	OFFICE DEPOT		POLICE PATROL	55.43
	OFFICE DEPOT		COMMUNITY	55.49
	OFFICE DEPOT		EXECUTIVE ADMIN	56.97
	OFFICE DEPOT		FINANCE-GENL	65.54
	OFFICE DEPOT		ENGR-GENL	70.70
	OFFICE DEPOT		UTIL ADMIN	70.71
	OFFICE DEPOT		FINANCE-GENL	76.48
	OFFICE DEPOT		CITY CLERK	76.48
	OFFICE DEPOT		CITY COUNCIL	76.48
	OFFICE DEPOT		POLICE INVESTIGATION	80.86
	OFFICE DEPOT		CITY CLERK	90.85
	OFFICE DEPOT		POLICE PATROL	96.96
	OFFICE DEPOT		DETENTION & CORRECTION	98.21
	OFFICE DEPOT		POLICE INVESTIGATION	98.36
	OFFICE DEPOT		POLICE INVESTIGATION	100.22
	OFFICE DEPOT		POLICE PATROL	112.74
	OFFICE DEPOT		POLICE PATROL	127.34
	OFFICE DEPOT		LEGAL - PROSECUTION	131.12
	OFFICE DEPOT		POLICE PATROL	144.60
	OFFICE DEPOT		LEGAL-GENL	453.56
138703	OFFICE DEPOT		COMMUNITY	580.52
138704	OLSEN, CRYSTAL	UTILITY TAX REBATE	NON-DEPARTMENTAL	57.69

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/27/2020 TO 3/4/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
138705	OREILLY AUTO PARTS	HOUSING AND GASKET	EQUIPMENT RENTAL	14.33
	OREILLY AUTO PARTS	STRUT	EQUIPMENT RENTAL	35.59
	OREILLY AUTO PARTS	SWITCH	EQUIPMENT RENTAL	127.33
138706	OSBORNE, AMBER	UTILITY TAX REBATE	NON-DEPARTMENTAL	27.25
138707	PARTS STORE, THE	CAP	EQUIPMENT RENTAL	6.71
	PARTS STORE, THE	FLASHER	EQUIPMENT RENTAL	15.87
	PARTS STORE, THE	BELT	EQUIPMENT RENTAL	19.81
	PARTS STORE, THE	SEAL	EQUIPMENT RENTAL	37.75
	PARTS STORE, THE	DOOR LOCK ACTIVATOR	EQUIPMENT RENTAL	42.32
	PARTS STORE, THE	FILTERS AND 15W40 OIL	SMALL ENGINE SHOP	60.90
	PARTS STORE, THE	FILTERS AND OIL	ER&R	71.31
	PARTS STORE, THE	BRAKE PADS AND SEALS	EQUIPMENT RENTAL	82.34
	PARTS STORE, THE	WATER PUMP, GASKET, BELT AND TENSIONER	EQUIPMENT RENTAL	146.23
138708	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY SERVICES UNIT	102.00
	PEACE OF MIND		CITY CLERK	105.40
	PEACE OF MIND		CITY CLERK	129.20
138709	PEDERSON, PAUL	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.72
	PEDERSON, PAUL		UTIL ADMIN	42.44
	PEDERSON, PAUL		UTIL ADMIN	158.22
138710	PENINSULA ENVIRO	SALES TAX FOR INV 1559	WASTE WATER TREATMENT	195.30
	PENINSULA ENVIRO	HERBICIDE APPLICATION	WASTE WATER TREATMENT	2,295.30
138711	PERKINS, ROBIN	REFUND CLASS FEES	PARKS-RECREATION	20.00
138712	PETTIGREW, EDDIE		PARKS-RECREATION	65.00
138713	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	-64.91
	PGC INTERBAY LLC		PRO-SHOP	18.52
	PGC INTERBAY LLC		PRO-SHOP	24.59
	PGC INTERBAY LLC		MAINTENANCE	49.13
	PGC INTERBAY LLC		GOLF COURSE	59.50
	PGC INTERBAY LLC		PRO-SHOP	64.25
	PGC INTERBAY LLC		PRO-SHOP	67.26
	PGC INTERBAY LLC		MAINTENANCE	98.32
	PGC INTERBAY LLC		PRO-SHOP	105.45
	PGC INTERBAY LLC		MAINTENANCE	116.98
	PGC INTERBAY LLC		PRO-SHOP	149.50
	PGC INTERBAY LLC		PRO-SHOP	187.62
	PGC INTERBAY LLC		PRO-SHOP	200.00
	PGC INTERBAY LLC		PRO-SHOP	239.00
	PGC INTERBAY LLC		MAINTENANCE	240.00
	PGC INTERBAY LLC		PRO-SHOP	290.32
	PGC INTERBAY LLC		PRO-SHOP	290.32
	PGC INTERBAY LLC		MAINTENANCE	358.85
	PGC INTERBAY LLC		PRO-SHOP	380.27
	PGC INTERBAY LLC		MAINTENANCE	437.55
	PGC INTERBAY LLC		PRO-SHOP	444.15
	PGC INTERBAY LLC		PRO-SHOP	519.31
	PGC INTERBAY LLC		PRO-SHOP	675.00
	PGC INTERBAY LLC		PRO-SHOP	715.00
	PGC INTERBAY LLC		MAINTENANCE	749.40
	PGC INTERBAY LLC		MAINTENANCE	1,078.75
	PGC INTERBAY LLC		MAINTENANCE	1,136.72
	PGC INTERBAY LLC		MAINTENANCE	1,230.28
	PGC INTERBAY LLC		MAINTENANCE	1,458.06
	PGC INTERBAY LLC		PRO-SHOP	1,484.63
	PGC INTERBAY LLC		MAINTENANCE	1,642.46
	PGC INTERBAY LLC		PRO-SHOP	1,886.30
	PGC INTERBAY LLC		MAINTENANCE	2,015.57

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/27/2020 TO 3/4/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
138713	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	2,035.59
	PGC INTERBAY LLC		MAINTENANCE	3,012.92
	PGC INTERBAY LLC		MAINTENANCE	3,378.16
	PGC INTERBAY LLC		GOLF COURSE	3,504.80
	PGC INTERBAY LLC		GOLF COURSE	3,612.74
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	6,247.11
	PGC INTERBAY LLC		MAINTENANCE	10,066.38
138714	PILCHUCK RENTALS	FITTINGS AND CLAMPS	PARK & RECREATION FAC	27.35
	PILCHUCK RENTALS	SPREADER RENTAL	PARK & RECREATION FAC	54.65
	PILCHUCK RENTALS	LOADER RENTAL	ROADSIDE VEGETATION	289.65
	PILCHUCK RENTALS	2 CYCLE OIL	ER&R	387.18
138715	PLATT ELECTRIC	PVC PARTS	SIDEWALKS MAINTENANCE	137.58
	PLATT ELECTRIC	WIRE, GROUND BARS AND CRIMPS	WASTE WATER TREATMENT	145.05
138716	PLAY-WELL TEKNOLOGIE	ENTERTAINMENT 2/23/20	OPERA HOUSE	675.00
138717	PLAZA 116	UB REFUND	WATER/SEWER OPERATION	4,465.06
138718	POSITIVE CONCEPTS IN	SECTOR PAPER	GENERAL FUND	-22.79
	POSITIVE CONCEPTS IN		POLICE PATROL	267.79
138719	POSTAL SERVICE	POSTAGE	COMMUNITY	244.77
	POSTAL SERVICE		UTIL ADMIN	317.25
138720	PREMIER GOLF CENTERS	MANAGEMENT SERVICES GOLF COURSE	GOLF ADMINISTRATION	8,926.88
138721	PRI MANAGEMENT GROUP	TRAINING-OSBORN	POLICE TRAINING-FIREARMS	195.00
138722	PRIMA WASHINGTON CHA	2020 WA CHAPTER PRIMA DUES	EXECUTIVE ADMIN	200.00
138723	PUD	ACCT #202368551	PARK & RECREATION FAC	21.07
	PUD	ACCT #202012589	PARK & RECREATION FAC	22.97
	PUD	ACCT #201668043	PARK & RECREATION FAC	25.06
	PUD	ACCT #202476438	SEWER LIFT STATION	29.63
	PUD	ACCT #201610185	TRANSPORTATION	29.89
	PUD	ACCT #201672136	SEWER LIFT STATION	32.28
	PUD	ACCT #200650745	TRANSPORTATION	32.94
	PUD	ACCT #202499489	COMMUNITY EVENTS	33.62
	PUD	ACCT #202178158	SEWER LIFT STATION	38.92
	PUD	ACCT #202694337	TRANSPORTATION	39.40
	PUD	ACCT #201065281	PARK & RECREATION FAC	42.15
	PUD	ACCT #202140489	TRANSPORTATION	42.99
	PUD	ACCT #201670890	TRANSPORTATION	44.23
	PUD	ACCT #203005160	STREET LIGHTING	50.79
	PUD	ACCT #200827277	TRANSPORTATION	61.03
	PUD	ACCT #220792733	STREET LIGHTING	65.38
	PUD	ACCT #200571842	TRANSPORTATION	69.02
	PUD	ACCT #202463543	SEWER LIFT STATION	70.13
	PUD	ACCT #202143111	TRANSPORTATION	81.15
	PUD	ACCT #202557450	STREET LIGHTING	115.05
138724	PUD	ACCT #203231006	TRANSPORTATION	117.14
	PUD	ACCT #200084036	TRANSPORTATION	125.01
	PUD	ACCT #220761807	OPERA HOUSE	126.91
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	185.27
	PUD	ACCT #200790061	PARK & RECREATION FAC	195.17
	PUD	ACCT #201225067	PARK & RECREATION FAC	216.18
	PUD	ACCT #203223458	PARK & RECREATION FAC	230.10
	PUD	ACCT #220761175	OPERA HOUSE	235.95
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	388.79
	PUD	ACCT #200070449	TRANSPORTATION	409.59
	PUD	ACCT #200625382	SEWER LIFT STATION	558.23
	PUD	ACCT #201021698	PARK & RECREATION FAC	713.71
	PUD	ACCT #200479541	COMMUNITY CENTER	749.78
	PUD	ACCT #202689287	WASTE WATER TREATMENT	1,075.92

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/27/2020 TO 3/4/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
138724	PUD	ACCT #200586485	SEWER LIFT STATION	1,143.39
138725	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	8.20
138726	PURDY, NEIL F	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.89
138727	RACINE, CHERYL	REFUND CLASS FEES	PARKS-RECREATION	20.00
138728	RAVE WIRELESS INC	PS ANNUAL FEE	EXECUTIVE ADMIN	2,923.78
138729	RICCI, SHANTEL	PER DIEM 3/10-3/12	POLICE PATROL	195.25
138730	RIIVES, ROLLAND	UB REFUND	WATER/SEWER OPERATION	124.33
138731	ROALDSON, SARAH C	UTILITY TAX REBATE	UTIL ADMIN	42.44
	ROALDSON, SARAH C		NON-DEPARTMENTAL	91.11
	ROALDSON, SARAH C		UTIL ADMIN	158.22
138732	ROBERTS, SHARON M		UTIL ADMIN	42.44
	ROBERTS, SHARON M		NON-DEPARTMENTAL	71.84
	ROBERTS, SHARON M		UTIL ADMIN	158.22
138733	ROHLIN, SIOBHAN	RENTAL FEE REFUND	PARKS-RECREATION	70.00
138734	ROLLINS, COLLEEN	UTILITY TAX REBATE	UTIL ADMIN	42.44
	ROLLINS, COLLEEN		NON-DEPARTMENTAL	76.19
	ROLLINS, COLLEEN		UTIL ADMIN	158.22
138735	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	555.00
138736	RUSSELL, VICTORIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.75
138737	RUVALCABA, VELIA		NON-DEPARTMENTAL	37.20
138738	SAN DIEGO POLICE EQU	AMMUNITION	POLICE TRAINING-FIREARMS	4,205.86
138739	SANCHEZ, MARTA LARA	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC &	65.00
138740	SANDERS, JOHN	UTILITY TAX REBATE	NON-DEPARTMENTAL	58.92
138741	SANDHOFER, PAMELA		NON-DEPARTMENTAL	69.16
138742	SCHMIDT, WILMA		UTIL ADMIN	42.44
	SCHMIDT, WILMA		NON-DEPARTMENTAL	43.99
	SCHMIDT, WILMA		UTIL ADMIN	158.22
138743	SCORE	INMATE MEDICAL-DEC 2019	DETENTION & CORRECTION	606.98
	SCORE	INMATE HOUSING-JAN 2020	DETENTION & CORRECTION	20,830.00
138744	SEATTLE TIMES, THE	EMPLOYMENT AD	POLICE ADMINISTRATION	525.00
138745	SHI INTERNATIONAL	ADOBE LICENSE	POLICE INVESTIGATION	213.80
138746	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	9.60
138747	SKAGGS, LYLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	108.88
138748	SMITH, KAREN L		NON-DEPARTMENTAL	49.22
138749	SMITH, TERESA & NIEL	UB REFUND	WATER/SEWER OPERATION	343.33
138750	SNO CO AUDITOR	COST OF VOTER REGISTRATION (42,874)	FINANCIAL & RECORDS	82,632.64
138751	SNO CO BAR ASSOC	2020 LICENSE RENEWAL-MILLETT	LEGAL - PROSECUTION	125.00
138752	SNO CO FINANCE	REPAIR #502	WATER DIST MAINS	468.54
	SNO CO FINANCE		EQUIPMENT RENTAL	468.54
138753	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	STORM DRAINAGE	67.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	166,563.00
138754	SNO CO SUPERIOR	BAIL POSTED	INTERGOVERNMENTAL	250.00
138755	SOUND PUBLISHING	LEGAL AD	EXECUTIVE ADMIN	270.00
138756	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	810.00
138757	SOUND SAFETY	BOOTS-DESI	PARK & RECREATION FAC	75.00
	SOUND SAFETY	JEANS-GESSNER	UTIL ADMIN	131.29
	SOUND SAFETY	JEANS-DEAVER	TRANSPORTATION	132.11
	SOUND SAFETY	JEANS-MATTHEWS	TRANSPORTATION	139.15
	SOUND SAFETY	BOOTS-MATTHEWS	TRANSPORTATION	152.32
	SOUND SAFETY	BOOTS AND JEANS-WINELAND	UTIL ADMIN	311.66
138758	SOUTHAM CREATIVE, LL	STATE OF THE CITY ADDRESS	EXECUTIVE ADMIN	881.70
138759	SSHI LLC	UB REFUND	WATER/SEWER OPERATION	8,718.08
138760	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	5.54
	STAPLES		FINANCE-GENL	33.65
138761	STRAND, DELORA	UTILITY TAX REBATE	NON-DEPARTMENTAL	55.12
138762	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL	26.75

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 2/27/2020 TO 3/4/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
138762	STRATEGIES 360	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	26.75
	STRATEGIES 360		UTIL ADMIN	35.68
	STRATEGIES 360		GENERAL	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
138763	SUBURBAN PROPANE	TANK RENTAL	MAINTENANCE	1.09
138764	SUPERIOR PRINTING	DEPOSIT BAGS	MUNICIPAL COURTS	83.27
138765	THOMPSON, STELLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	25.24
138766	TIRE DISPOSAL & RECY	DISPOSAL FEES	ROADSIDE VEGETATION	465.15
138767	TOTAL LANDSCAPE	PLANTING	STORM DRAINAGE	5,445.33
138768	TUCEK, TRACY & ROBER	UB REFUND	WATER/SEWER OPERATION	185.43
138769	ULINE	SANDBAGS	WASTE WATER TREATMENT	2,427.92
138770	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	129.05
138771	VEGA, VIRGEN MARIA	REFUND CLASS FEES	PARKS-RECREATION	85.00
138772	VSP	RETIREE MARCH VISION PREMIUM	MEDICAL CLAIMS	13.10
	VSP	COBRA MARCH VISION PREMIUM	MEDICAL CLAIMS	39.30
	VSP	ACTIVE MARCH VISION PREMIUM	MEDICAL CLAIMS	9,576.40
138773	WA STATE BAR ASSOCIA	WSBA CLE 20888-EGGERTSEN	LEGAL - PROSECUTION	275.00
138774	WAHL, DANIEL	UTILITY TAX REBATE	NON-DEPARTMENTAL	43.03
138775	WAMPLER, NINA		NON-DEPARTMENTAL	35.96
138776	WASTE MANAGEMENT	HAZ MEDICAL WASTE	DETENTION & CORRECTION	93.14
138777	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL-GENL	384.73
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	384.73
138778	WHITE, LON	UTILITY TAX REBATE	NON-DEPARTMENTAL	94.93
138779	WILLIAMS, PATRICIA		NON-DEPARTMENTAL	56.30
138780	WIMAN CORPORATION	PET WASTE BAGS	STORM DRAINAGE	2,339.02
138781	WINTER, BEVERLY	UTILITY TAX REBATE	UTIL ADMIN	42.44
	WINTER, BEVERLY		NON-DEPARTMENTAL	46.12
	WINTER, BEVERLY		UTIL ADMIN	158.22
138782	WRIGHT, ROSALIE		NON-DEPARTMENTAL	41.22
138783	WSP USA INC	PROFESSIONAL SERVICES	GMA - STREET	16,458.80
138784	ZIONS BANK	CUSTODION/SAFEKEEPING	ENTERPRISE D/S	220.00
	ZIONS BANK		FINANCE-GENL	230.00
	ZIONS BANK		CAPITAL EXPENDITURES	230.00
	ZIONS BANK		GMA - STREET	230.00

WARRANT TOTAL: 643,087.93

CHECK #138551 INITIATOR ERROR (16458.80)

626,629.13

REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 23, 2020

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


RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the March 5, 2020 payroll in the amount \$1,453,154.94, paid by EFT Transactions and Check No.'s 32964 through 32992 with Check No. 32963 voided.
COUNCIL ACTION:

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 23, 2020

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the March 11, 2020 claims in the amount of \$2,011,035.03 paid by EFT transactions and Check No.'s 138785 through 138995 with Check No.'s 138595 & 138788 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-3

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$2,011,035.03 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 138785 THROUGH 138995 WITH CHECK NO'S 138595 & 138788 VOIDED** THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Jenny King 3/11/20
AUDITING OFFICER DATE

Jim Collins 3/12/20
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **23rd DAY OF MARCH 2020**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/5/2020 TO 3/11/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
138785	PREMERA BLUE CROSS	PREMERA CLAIMS 2/23-2/29	MEDICAL CLAIMS	52,223.24
138786	PREMERA BLUE CROSS	COBRA MARCH ADMIN FEE	MEDICAL CLAIMS	51.72
	PREMERA BLUE CROSS	PRE-RETIREE MARCH ADMIN FEE	MEDICAL CLAIMS	51.72
	PREMERA BLUE CROSS	ACTIVE MARCH ADMIN FEE	MEDICAL CLAIMS	13,705.80
*138787	LICENSING, DEPT OF	CPL BATCH 2/4/20	INTERGOVERNMENTAL	165.00
*138789	PREMERA BLUE CROSS	PREMERA CLAIMS 3/1-3/7	MEDICAL CLAIMS	33,209.97
138790	AC POWER TECHNOLOGY	PSB UPS	COMPUTER SERVICES	1,402.05
138791	AISPURO, MAYRA	RENTAL FEE REFUND	PARKS-RECREATION	115.00
138792	ALBERTO, CLEO	REFUND CLASS FEES	PARKS-RECREATION	65.00
	ALBERTO, CLEO		PARKS-RECREATION	65.00
138793	ALL BATTERY SALES &	MOWER BATTERY	SMALL ENGINE SHOP	102.87
138794	AMAZON CAPITAL	OFFICE SUPPLIES	LEGAL - PROSECUTION	144.99
	AMAZON CAPITAL	EASTER EGG HUNT SUPPLIES	RECREATION SERVICES	967.72
138795	ANDERTON, MIKE	UTILITY TAX REBATE	NON-DEPARTMENTAL	66.35
138796	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.56
138797	ARCHIVE SOCIAL	ARCHIVE SOCIAL ANNUAL RENEWAL	COMPUTER SERVICES	4,792.00
138798	ARLINGTON HARDWARE	BOOTS-OSBORN	GENERAL	196.54
138799	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	49.45
138800	BAILEY, ALBERTA	UTILITY TAX REBATE	UTIL ADMIN	42.44
	BAILEY, ALBERTA		NON-DEPARTMENTAL	47.91
	BAILEY, ALBERTA		UTIL ADMIN	158.22
138801	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	COMMUNITY CENTER	250.80
138802	BARKER, ROCHELLE	REIMBURSE HOTEL EXPENSE	LEGAL-GENL	443.40
138803	BEACH STREET TOPSOIL	TOPSOIL	WATER DIST MAINS	67.66
	BEACH STREET TOPSOIL		WATER DIST MAINS	67.66
	BEACH STREET TOPSOIL		WATER DIST MAINS	67.66
138804	BEINS, JULIE	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
138805	BENHAM, EDWINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	53.53
138806	BENNETT, LYNDA		NON-DEPARTMENTAL	49.13
138807	BENSON, WR	UB REFUND	WATER/SEWER OPERATION	168.31
138808	BERGER, BETTY J.	UTILITY TAX REBATE	NON-DEPARTMENTAL	72.99
138809	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	178.76
138810	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	3,008.80
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,259.36
	BILLING DOCUMENT SPE		UTILITY BILLING	4,829.32
138811	BNSF RAILWAY COMPANY	REPAIR GATE ARM AT 4TH STREET	TRAFFIC CONTROL DEVICES	129.00
138812	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	36,278.14
138813	BOWLES, SALLY	UTILITY TAX REBATE	NON-DEPARTMENTAL	93.59
138814	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	3,400.00
138815	BRADFORD, JOAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	30.56
	BRADFORD, JOAN		UTIL ADMIN	42.44
	BRADFORD, JOAN		UTIL ADMIN	158.22
138816	BROCKMAN, GARY		NON-DEPARTMENTAL	10.70
138817	BRONSON, FRANCES		NON-DEPARTMENTAL	63.45
138818	BRYANT, ANTONIA		NON-DEPARTMENTAL	62.09
138819	BUHR, M.E.		NON-DEPARTMENTAL	68.18
138820	BURTON, SHIRLEY		NON-DEPARTMENTAL	21.98
	BURTON, SHIRLEY		UTIL ADMIN	42.44
	BURTON, SHIRLEY		UTIL ADMIN	158.22
138821	CASCADE COLUMBIA	DEPOSIT REFUND	WASTE WATER TREATMENT	-2,200.00
	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	13,629.89
	CASCADE COLUMBIA		WASTE WATER TREATMENT	14,233.55
138822	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	1,672.69

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138823	CASCADE SAWING	DELTA AVE CONCRETE WORK	WATER DIST MAINS	819.75
138824	CENTRAL WELDING SUPP	DELIVERY CHARGE REFUND	ER&R	-15.63
	CENTRAL WELDING SUPP	GLOVES	ER&R	170.29
138825	CHAMBERLAIN, CASSANDR	UTILITY TAX REBATE	NON-DEPARTMENTAL	37.72
138826	CHAN, JAMES & KJAER,K		NON-DEPARTMENTAL	37.03
	CHAN, JAMES & KJAER,K		UTIL ADMIN	42.44
	CHAN, JAMES & KJAER,K		UTIL ADMIN	158.22
138827	CLARK, MELISSA & CAS	UB REFUND	WATER/SEWER OPERATION	256.10
138828	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,364.54
138829	COASTAL FARM & HOME	JEANS-KEEFE	UTIL ADMIN	43.71
	COASTAL FARM & HOME	BOOTS AND JEANS-NEWMAN	GENERAL	240.42
138830	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
138831	COOP SUPPLY	SOIL	PARK & RECREATION FAC	43.68
	COOP SUPPLY	SPADES AND RAKES	PARK & RECREATION FAC	103.78
138832	CORE & MAIN LP	WATER SERVICE INSTALL PARTS	WATER SERVICE INSTALL	276.85
	CORE & MAIN LP	REDUCERS, GASKETS AND BOLT KITS	PUMPING PLANT	473.72
138833	CORNERSTONE HOMES NW	UB REFUND	GARBAGE	28.48
138834	CORRECTIONS, DEPT OF	WORK CREW-JAN 2020	ROADSIDE VEGETATION	250.43
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	262.75
138835	CRAVEN, JAMES	UTILITY TAX REBATE	NON-DEPARTMENTAL	91.92
138836	CUZ CONCRETE PROD	CATCH BASIN AND COVER	WATER RESERVOIRS	390.72
	CUZ CONCRETE PROD	MANHOLE SECTION AND HATCH	WATER DIST MAINS	2,590.22
138837	DAHLBERG, JUDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	57.51
138838	DAILY JOURNAL OF COM	LEGAL AD	GMA - STREET	499.80
138839	DATA QUEST LLC	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	100.00
138840	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
138841	DIERCK, NORMA JEAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	91.44
138842	DUNLAP INDUSTRIAL	TIE DOWNS AND BLADES	FACILITY MAINTENANCE	155.82
138843	E&E LUMBER	PENETRATE, FASTENERS AND BRACE	PARK & RECREATION FAC	36.52
	E&E LUMBER	WRENCH, FASTENERS AND HARDWARE	PARK & RECREATION FAC	47.74
	E&E LUMBER	TROWELAND WATERING CANS	PARK & RECREATION FAC	49.49
	E&E LUMBER	PLYWOOD	FACILITY MAINTENANCE	628.91
138844	EAGLE FENCE	FENCE REPAIR	ROADSIDE VEGETATION	874.99
138845	EMERY, DEANNA	REIMBURSE MILEAGE	CITY COUNCIL	1.38
	EMERY, DEANNA		EXECUTIVE ADMIN	13.40
138846	EMME, KYLA		EXECUTIVE ADMIN	30.07
138847	EMPLOYERS HEALTH	MARCH EHCW FEES	MEDICAL CLAIMS	11,505.14
138848	ENVIRONMENTAL RES	WP-301 PT STUDY SUPPLIES	WASTE WATER TREATMENT	485.52
138849	EVERETT STEEL CO	ANGLE, FLAT BAR AND REBAR	ROADSIDE VEGETATION	183.62
138850	EVERETT TIRE & AUTO	TIRES	ER&R	1,044.61
138851	EWING IRRIGATION	IRRIGATION PARTS	PARK & RECREATION FAC	365.70
138852	FASTENAL COMPANY	HARDWARE AND ANTI-SIEZE	SEWER MAIN COLLECTION	38.79
138853	FAVRO, HAPPI	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
138854	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	59.51
138855	FERRELLGAS	PROPANE CHARGES	ROADWAY MAINTENANCE	54.27

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138855	FERRELLGAS	PROPANE CHARGES	TRAFFIC CONTROL DEVICES	54.28
138856	FIRE PROTECTION INC	MONITORING SERVICES	WATER FILTRATION PLANT	262.08
	FIRE PROTECTION INC		PUBLIC SAFETY BLDG	262.32
138857	FITZPATRICK, STEVEN	UTILITY TAX REBATE	UTIL ADMIN	42.44
	FITZPATRICK, STEVEN		NON-DEPARTMENTAL	63.07
	FITZPATRICK, STEVEN		UTIL ADMIN	158.22
138858	FRED MEYER	JEANS-KING	UTIL ADMIN	139.93
138859	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	56.35
	FRONTIER COMMUNICATI		POLICE PATROL	56.35
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	56.35
	FRONTIER COMMUNICATI		UTILITY BILLING	56.35
	FRONTIER COMMUNICATI		GENERAL	56.35
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	56.35
	FRONTIER COMMUNICATI		CITY HALL	56.35
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT	57.52
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	58.92
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	59.07
	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION	76.48
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	81.98
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY	112.70
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	112.70
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	112.70
	FRONTIER COMMUNICATI		COMMUNITY CENTER	112.70
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	112.70
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	225.40
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT	281.75
	FRONTIER COMMUNICATI		UTIL ADMIN	281.75
138860	GALLS, LLC	UNIFORM-DELANTY	OFFICE OPERATIONS	38.20
	GALLS, LLC	UNIFORM-WILSON	POLICE PATROL	94.05
	GALLS, LLC		POLICE PATROL	106.63
	GALLS, LLC		POLICE PATROL	191.48
	GALLS, LLC	UNIFORM-STUVER	POLICE PATROL	592.95
138861	GEOTEST SERVICES INC	CIVIC CENTER PROJECT TESTING	CAPITAL EXPENDITURES	6,566.00
138862	GOVCONNECTION INC	FIREWALL SUPPORT RENEWAL	OPERA HOUSE	147.56
	GOVCONNECTION INC	IPHONE CASES	IS REPLACEMENT ACCOUNTS	594.26
	GOVCONNECTION INC	IPADS	IS REPLACEMENT ACCOUNTS	3,882.34
	GOVCONNECTION INC	SYMANTEC LICENSES	COMPUTER SERVICES	5,090.42
138863	GRAINGER	BILGE PUMPS	WATER SERVICES	62.03
	GRAINGER	FLASHLIGHT, DIVIDERS AND SCREWDRIVER	WATER DIST MAINS	66.30
	GRAINGER	VALVE REBUILD KITS	PARK & RECREATION FAC	324.04
138864	GRANICUS	ANNUAL MAINTENANCE	CITY CLERK	14,777.93
138865	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	135.05
	GRANITE CONST		ROADWAY MAINTENANCE	355.75
138866	GRAVITY PAYMENTS	TRANSACTION FEES	UTILITY BILLING	11,824.04
138867	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL	3,153.28
138868	GRAYBAR ELECTRIC CO	STREET LIGHT, POLE AND COVER	STREET LIGHTING	5,095.94
138869	GREEN, VIRGINIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	48.81
138870	GREENSHIELDS	LINK CLEVIS, HOOK AND POLY STINGS	WATER DIST MAINS	49.53
138871	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
138872	GRIMSTEAD, DAWN	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.29
	GRIMSTEAD, DAWN		UTIL ADMIN	42.44
	GRIMSTEAD, DAWN		UTIL ADMIN	158.22

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138873	GUSTAFSON & ASSOC GUSTAFSON & ASSOC	APPRAISAL SERVICES	GMA-PARKS	4,200.00
138874	HAMILTON, PAUL	UTILITY TAX REBATE	CAPITAL EXPENDITURES	6,100.00
138875	HARBOR FREIGHT TOOLS	LEVEL AND BLADES	NON-DEPARTMENTAL	77.61
138876	HASTINGS, LAURA HASTINGS, LAURA HASTINGS, LAURA	UTILITY TAX REBATE	WATER FILTRATION PLANT	25.12
138877	HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY	HYDRANT CREDIT BRASS PARTS JETSET COMPLETE WEDGE RESTRAINERS AND STORZ FIRE HYDRANTS	NON-DEPARTMENTAL UTIL ADMIN UTIL ADMIN WATER CAPITAL PROJECTS PARK & RECREATION FAC WATER RESERVOIRS WATER CAPITAL PROJECTS WATER CAPITAL PROJECTS	9.29 42.44 158.22 -2,478.19 16.03 147.75 1,469.16 8,962.27
138878	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	5,896.15
138879	HERC RENTALS INC HERC RENTALS INC HERC RENTALS INC	TRACKHOE RENTAL	PARK & RECREATION FAC ROADWAY MAINTENANCE WATER DIST MAINS	697.90 697.91 697.91
138880	HINT PERIPHERALS HINT PERIPHERALS HINT PERIPHERALS HINT PERIPHERALS	OUTFITTING EQUIPMENT P200 & P201 OUTFITTING EQUIPMENT P202 OUTFITTING EQUIPMENT P200 & P201	ER&R ER&R EQUIPMENT RENTAL EQUIPMENT RENTAL	-112.23 -56.81 667.68 1,319.01
138881	HOLT, VERONICA	UTILITY TAX REBATE	NON-DEPARTMENTAL	158.17
138882	HOME DEPOT USA HOME DEPOT USA HOME DEPOT USA HOME DEPOT USA HOME DEPOT USA HOME DEPOT USA HOME DEPOT USA	JANITORIAL SUPPLIES	WASTE WATER TREATMENT CITY HALL WASTE WATER TREATMENT PUBLIC SAFETY BLDG COURT FACILITIES UTIL ADMIN MAINT OF GENL PLANT	65.14 222.59 223.04 238.54 253.36 273.29 293.55
138883	HUNTER,PATRICIA F.	UTILITY TAX REBATE	NON-DEPARTMENTAL	67.96
138884	IDENTITY LINKS, INC. IDENTITY LINKS, INC.	PET TRASH BAG DISPENSERS	WATER/SEWER OPERATION STORM DRAINAGE	-70.90 833.31
138885	INTERMOUNTAIN LOCK	ADAPTERS AND STEEL SHACKLES	MAINT OF GENL PLANT	798.52
138886	ISS-WONDERWARE ISS-WONDERWARE ISS-WONDERWARE	SOFTWARE TOOLBOX SYMBOL LIBRARY	WATER DIST MAINS WASTE WATER TREATMENT WATER FILTRATION PLANT	250.90 250.90 257.84
138887	J & B TOOLS, LLC	BATTERY CABLE CUTTERS AND BATTERIES	EQUIPMENT RENTAL	508.18
138888	J. THAYER COMPANY	BLEACH	ER&R	75.29
138889	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	4,707.49
138890	JANSEN, SHAWN	UB REFUND	WATER/SEWER OPERATION	34.76
138891	JOHNSON, SHADY	REFUND CLASS FEES	PARKS-RECREATION	44.00
138892	JONES, SARA	RENTAL FEE REFUND	PARKS-RECREATION	65.00
138893	KELLER SUPPLY COMPAN	TOILET SEAT	PUBLIC SAFETY BLDG	31.65
138894	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	11,034.00
138895	KENWORTH NORTHWEST	REPAIR #J042	EQUIPMENT RENTAL	5,406.24
138896	KIM, JAMIE S. KIM, JAMIE S. KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE PUBLIC DEFENSE PUBLIC DEFENSE	187.50 262.50 300.00
138897	KINGLAND, PEGGY KINGLAND, PEGGY KINGLAND, PEGGY	UTILITY TAX REBATE	UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	42.44 86.62 158.22
138898	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	240.00
138899	LAKESIDE INDUSTRIES LAKESIDE INDUSTRIES	ASPHALT	WATER DIST MAINS ROADWAY MAINTENANCE	315.83 315.84
138900	LAMBERT, GEORGIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.04
138901	LANGUAGE EXCHANGE	INTERPRETER SERVICES	POLICE INVESTIGATION	136.00
138902	LASTING IMPRESSIONS	UNIFORM HATS	POLICE PATROL	28.42

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138902	LASTING IMPRESSIONS	HATS W/EMBROIDERY	PARK & RECREATION FAC	512.84
138903	LAW ENFORCEMENT TARG LAW ENFORCEMENT TARG	TARGETS	GENERAL FUND	-3.07
138904	LAYTON TREE CONSULT	ARBORIST SERVICES	POLICE TRAINING-FIREARMS	36.07
138905	LEE, CATHERINE LEE, CATHERINE	REFUND CLASS FEES	FORESTRY MAINTENANCE	590.88
138906	LES SCHWAB TIRE CTR	TIRES	PARKS-RECREATION	87.00
138907	LGI HOMES	UB REFUND	PARKS-RECREATION	87.00
138908	LGI HOMES LGI HOMES	UB REFUND	ER&R	1,646.73
138909	LIFEWISE ASSURANCE	MARCH 2020 STOP LOSS	WATER/SEWER OPERATION	87.64
138910	LOPEZ, JENNIFER L.	REFUND CLASS FEES	WATER/SEWER OPERATION	65.28
138911	LOWES HIW INC	JANITORIAL OFFICE	WATER/SEWER OPERATION	200.00
138912	LYDIG CONSTRUCTION	PAY ESTIMATE #2	MEDICAL CLAIMS	49,790.16
138913	MARTIN, JOANNA	REIMBURSE SPECIAL EVENT SUPPLY EXPENSE	PARKS-RECREATION	87.00
138914	MARYSVILLE PRINTING	PROJECT PRINTING	FACILITY MAINTENANCE	103.74
138915	MARYSVILLE, CITY OF MARYSVILLE, CITY OF MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE ST UTILITY SERVICE-7007 GROVE ST UTILITY SERVICE-6810 84TH ST NE	CAPITAL EXPENDITURE	1,283,884.80
138916	MARZOLF, ANNIE JEAN	UTILITY TAX REBATE	COMMUNITY CENTER	165.18
138917	MCLEAN, ANN		GMA - STREET	811.36
138918	MEIR, RITA		GOLF ADMINISTRATION	279.38
138919	METHVEN, ARLOA METHVEN, ARLOA METHVEN, ARLOA		GOLF ADMINISTRATION	1,108.43
138920	MOBILEGUARD, INC.	ARCHIVING PLATFORM CONTENT USAGE	GOLF ADMINISTRATION	1,898.59
138921	MOUNTAIN MIST MOUNTAIN MIST MOUNTAIN MIST MOUNTAIN MIST	WATER COOLER RENTAL AND BOTTLED WATER	NON-DEPARTMENTAL	37.06
138922	MOYER, SHARON MOYER, SHARON MOYER, SHARON	UTILITY TAX REBATE	NON-DEPARTMENTAL	22.15
138923	MURRIL, JEAN		NON-DEPARTMENTAL	29.78
138924	NAVIA BENEFIT	FLEXPLAN FEES-FEB 2020	UTIL ADMIN	42.44
138925	NELSON PETROLEUM	TURBINE OIL	NON-DEPARTMENTAL	74.90
138926	NOAKES, SHIRLEY	UB REFUND	UTIL ADMIN	158.22
138927	NYBL0D, LOUISE	UTILITY TAX REBATE	NON-DEPARTMENTAL	76.86
138928	OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT	MICROPHONE OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	170.15
138929	OLASON, MONICA	INSTRUCTOR SERVICES	SOURCE OF SUPPLY	112.84
138930	OLSEN, LINDA	UTILITY TAX REBATE	WATER/SEWER OPERATION	376.93
138931	PACIFIC GOLF & TURF	BLADES AND WHEEL	NON-DEPARTMENTAL	78.00
138932	PACIFIC POWER BATTER	BATTERIES	STORM DRAINAGE	12.34
138933	PACIFIC POWER GROUP	REPAIR TRANSFER SWITCH	UTIL ADMIN	35.35
138934	PAPE MACHINERY	OIL CAP AND GASKET	STORM DRAINAGE	104.99
138935	PARR LUMBER CO	SHEATHING AND HARDWARE	POLICE PATROL	198.87
138936	PARTS STORE, THE PARTS STORE, THE	CONCENTRATE AND OIL MISC FILTERS, BLADES AND VW FLUID	PERSONNEL ADMINISTRATION	430.62
138937	PEACE OF MIND	MINUTE TAKING SERVICE	RECREATION SERVICES	4,077.30
138938	PETTY CASH- PW	LICENSING FEES	NON-DEPARTMENTAL	59.99
138939	PICK OF THE LITTER	GRAPHIC DESIGN	SMALL ENGINE SHOP	649.37
138940	PLATT ELECTRIC	BULB, BALLASTS AND KNEELING PAD	WATER DIST MAINS	12.39
			WASTE WATER TREATMENT	5,095.57
			ROADWAY MAINTENANCE	17.74
			POLICE PATROL	347.15
			SMALL ENGINE SHOP	177.84
			ER&R	400.85
			CITY CLERK	122.40
			EQUIPMENT RENTAL	58.75
			RECREATION SERVICES	1,237.50
			FACILITY MAINTENANCE	24.10

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138940	PLATT ELECTRIC	CONNECTORS	FACILITY MAINTENANCE	47.35
	PLATT ELECTRIC	LIGHTS, BREAKER AND HEAT SHRINK	WASTE WATER TREATMENT	50.39
	PLATT ELECTRIC	CORDS, LUGS AND SOCKETS	WASTE WATER TREATMENT	72.09
	PLATT ELECTRIC		SOURCE OF SUPPLY	72.10
	PLATT ELECTRIC	LED LIGHTS	FACILITY MAINTENANCE	232.71
	PLATT ELECTRIC	5000LM VOLT LIGHTS	WASTE WATER TREATMENT	247.43
	PLATT ELECTRIC	LIGHT INSTALLATION-SCREENHOUSE	SOURCE OF SUPPLY	247.43
	PLATT ELECTRIC	BULB, BALLASTS AND KNEELING PAD	WASTE WATER TREATMENT	366.30
138941	POSTAL SERVICE	POSTAGE	MUNICIPAL COURTS	1,000.00
	POSTAL SERVICE		PROBATION	1,000.00
138942	PRECISION FLOW	ALUMINUM PUMP REBUILD KITS	WATER/SEWER OPERATION	-262.54
	PRECISION FLOW		WASTE WATER TREATMENT	3,085.54
138943	PUD	ACCT #205283641	STREET LIGHTING	9.08
	PUD	ACCT #205026476	STREET LIGHTING	11.01
	PUD	ACCT #204933311	PUMPING PLANT	17.01
	PUD	ACCT #204584361	STREET LIGHTING	17.16
	PUD	ACCT #205026476	STREET LIGHTING	17.21
	PUD	ACCT #200998532	PARK & RECREATION FAC	19.28
	PUD	ACCT #202791166	PUMPING PLANT	19.70
	PUD	ACCT #204584361	STREET LIGHTING	22.74
	PUD	ACCT #201380995	PUMPING PLANT	27.39
	PUD	ACCT #221303498	STREET LIGHTING	31.34
	PUD	ACCT #202368536	TRANSPORTATION	55.90
	PUD	ACCT #202183679	TRANSPORTATION	57.03
	PUD	ACCT #201931193	PARK & RECREATION FAC	57.92
	PUD	ACCT #220153100	TRANSPORTATION	59.43
	PUD	ACCT #202102190	TRANSPORTATION	61.71
	PUD	ACCT #200800704	STREET LIGHTING	62.54
	PUD	ACCT #220298624	STREET LIGHTING	77.52
	PUD	ACCT #202220760	GOLF ADMINISTRATION	79.23
	PUD	ACCT #221100092	GMA - STREET	85.04
	PUD	ACCT #200869303	TRANSPORTATION	85.53
	PUD	ACCT #202576112	STREET LIGHTING	128.50
	PUD	ACCT #202490637	SEWER LIFT STATION	148.34
	PUD	ACCT #202689105	WASTE WATER TREATMENT	159.34
	PUD	ACCT #202294336	STREET LIGHTING	166.95
	PUD	ACCT #202572327	STREET LIGHTING	174.36
	PUD	ACCT #220731285	STREET LIGHTING	189.05
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #202030078	TRANSPORTATION	220.29
	PUD	ACCT #200084150	TRANSPORTATION	369.53
	PUD	ACCT #201639630	GOLF ADMINISTRATION	835.83
	PUD	ACCT #202604203	STREET LIGHTING	1,756.21
	PUD	ACCT #202576112	STREET LIGHTING	2,441.46
	PUD	ACCT #202604203	STREET LIGHTING	2,634.31
	PUD	ACCT #202882098	STREET LIGHTING	6,938.03
	PUD		STREET LIGHTING	15,442.72
138944	PUGET SOUND SECURITY	KEYS MADE	PARK & RECREATION FAC	24.59
138945	REYES, LAARNI	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
138946	ROY ROBINSON	HOOD SUPPORT STRUTS	EQUIPMENT RENTAL	129.98
	ROY ROBINSON	BRAKE ROTORS	ER&R	315.29
	ROY ROBINSON	LOWER CONTROL ARMS	EQUIPMENT RENTAL	418.17
	ROY ROBINSON	BRAKE ROTORS AND BRAKE PADS	ER&R	496.68
138947	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	2,590.00
138948	RYAN, LINDSEY	REIMBURSE MILEAGE	FINANCE-GENL	15.98
138949	SALVADALENA, STEFANI	UTILITY TAX REBATE	NON-DEPARTMENTAL	26.81

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/5/2020 TO 3/11/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
138950	SCCIT	MEMBERSHIP DUES-LAYCOCK	ENGR-GENL	500.00
138951	SHRED-IT US	MONTHLY SHREDDING SERVICE	LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
	SHRED-IT US		UTIL ADMIN	15.97
	SHRED-IT US		ENGR-GENL	15.97
138952	SMITH, LAMAYE	UTILITY TAX REBATE	NON-DEPARTMENTAL	42.39
138953	SMITH, MARABELLE		NON-DEPARTMENTAL	50.96
138954	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	708.19
	SNO CO TREASURER		CRIME VICTIM	757.66
138955	SNO CO TREASURER	INMATE HOUSING-JAN 2020	DETENTION & CORRECTION	57,151.41
138956	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	91,546.34
138957	SOCIAL MARKETING	COURSE-BALBIANI	STORM DRAINAGE	800.00
138958	SOLID WASTE SYSTEMS	REPAIR PARTS #J025	EQUIPMENT RENTAL	1,987.87
138959	SONSRAY MACHINERY	REPAIR PARTS #H017	EQUIPMENT RENTAL	1,379.50
138960	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	79.50
	SPRINGBROOK NURSERY	BARK-SKATE PARK	PARK & RECREATION FAC	1,028.41
138961	STEILLING, AUTREY	UTILITY TAX REBATE	UTIL ADMIN	42.44
	STEILLING, AUTREY		NON-DEPARTMENTAL	83.36
	STEILLING, AUTREY		UTIL ADMIN	158.22
138962	STENDERA, RICHARD & STENDERA, RICHARD & STENDERA, RICHARD &	UB REFUND	WATER/SEWER OPERATION	74.78
			WATER/SEWER OPERATION	75.02
			WATER/SEWER OPERATION	266.29
138963	STETNER, LEILA	UB REFUND	WATER/SEWER OPERATION	30.92
138964	STONEMAN ELECTRIC	CUSTODIAN OFFICE	FACILITY MAINTENANCE	445.96
	STONEMAN ELECTRIC		FACILITY MAINTENANCE	519.29
138965	SUEZ TREATMENT	BALLASTS, SPONGES AND FANS	WASTE WATER TREATMENT	3,119.12
138966	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	360.00
138967	SWAN, MARY ELAINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	20.47
138968	TARGETSOLUTIONS	TRAINING SOFTWARE	PERSONNEL ADMINISTRATION	198.52
	TARGETSOLUTIONS		TRANSPORTATION	248.15
	TARGETSOLUTIONS		UTIL ADMIN	297.78
	TARGETSOLUTIONS		LEGAL-GENL	347.41
	TARGETSOLUTIONS		EQUIPMENT RENTAL	347.41
	TARGETSOLUTIONS		PARK & RECREATION FAC	397.05
	TARGETSOLUTIONS		EXECUTIVE ADMIN	446.68
	TARGETSOLUTIONS		ENGR-GENL	446.68
	TARGETSOLUTIONS		RECREATION SERVICES	496.31
	TARGETSOLUTIONS		SOLID WASTE OPERATIONS	496.31
	TARGETSOLUTIONS		MUNICIPAL COURTS	545.94
	TARGETSOLUTIONS		STORM DRAINAGE	694.83
	TARGETSOLUTIONS		WASTE WATER TREATMENT	744.46
	TARGETSOLUTIONS		GENERAL	843.72
	TARGETSOLUTIONS		MAINT OF GENL PLANT	893.35
	TARGETSOLUTIONS		COMMUNITY	992.61
	TARGETSOLUTIONS		FINANCE-GENL	1,042.25
	TARGETSOLUTIONS		POLICE TRAINING-FIREARMS	4,764.54
138969	TASCHEREAU, MARTHA	UTILITY TAX REBATE	NON-DEPARTMENTAL	55.24
138970	TAYLOR MADE BASKETBA	BASKETBALL REFEREES	RECREATION SERVICES	6,623.00
138971	TOCCO, LEAH	MEETING SUPPLY EXPENSE	EXECUTIVE ADMIN	78.89
138972	TORGESEN, LEAH	REFUND CLASS FEES	PARKS-RECREATION	10.00
138973	TRANSPORTATION, DEPT	PROJECT COSTS	GMA-PARKS	127.87
138974	TRANSPORTATION, DEPT	GOOD TO GO PASS	GENERAL	3.00
	TRANSPORTATION, DEPT		POLICE PATROL	7.25
	TRANSPORTATION, DEPT		POLICE PATROL	23.75
138975	TRUDELL, MIKE	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.38
138976	TURK, JERRY		NON-DEPARTMENTAL	52.25

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/5/2020 TO 3/11/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
138977	UNIT PROCESS COMPANY	VALVES, ACTUATOR AND SOLENOID	WATER FILTRATION PLANT	1,454.09
138978	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	33.47
138979	US PLASTIC CORP	WASH RACK VACUUM	MAINT OF GENL PLANT	185.10
138980	VALLUZZI, HOLLY	INSTRUCTOR SERVICES	COMMUNITY CENTER	36.00
138981	VANNATTA, FRANCES	UTILITY TAX REBATE	UTIL ADMIN	42.44
	VANNATTA, FRANCES		NON-DEPARTMENTAL	59.13
	VANNATTA, FRANCES		UTIL ADMIN	158.22
138982	VERIZON	AMR LINES	METER READING	288.84
138983	VINYL SIGNS & BANNER	PLAYGROUND SIGNS	PARK & RECREATION FAC	1,074.42
138984	WA AUDIOLOGY SRVCS	TESTING FEES	PERSONNEL ADMINISTRATIOI	20.00
	WA AUDIOLOGY SRVCS		POLICE PATROL	40.00
	WA AUDIOLOGY SRVCS		POLICE PATROL	120.00
138985	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL CUST	459.50
	WA STATE TREASURER		INTERGOVERNMENTAL CUST	474.00
	WA STATE TREASURER		INTERGOVERNMENTAL CUST	42,994.85
	WA STATE TREASURER		INTERGOVERNMENTAL CUST	47,586.06
138986	WA WILDLIFE & REC	MEMBERSHIP DUES	PARK & RECREATION FAC	750.00
138987	WATCH SYSTEMS	RSO NOTIFICATIONS	POLICE INVESTIGATION	60.12
138988	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,150.93
138989	WEDDLE, MICHAEL	UB REFUND	WATER/SEWER OPERATION	76.00
138990	WERNER, MALORIE		WATER/SEWER OPERATION	303.79
138991	WETLAND RESOURCES	CRITICAL AREA STUDY	GMA-PARKS	1,140.00
138992	WHITE CAP CONSTRUCT	CONCRETE STAKES	SIDEWALKS MAINTENANCE	72.58
138993	WILLIS, BROOKE	REFUND CLASS FEES	PARKS-RECREATION	40.00
138994	WILSON, MORNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	33.27
138995	YASHARAHLA, KALEB	RENTAL FEE REFUND	PARKS-RECREATION	115.00

WARRANT TOTAL: 2,011,266.25

CHECK #138595	INITIATOR ERROR	(231.22)
* CHECK #138788	MISSED IN SEQUENCE	(0.00)

REASON FOR VOIDS:

INITIATOR ERROR
 CHECK LOST/DAMAGED
 UNCLAIMED PROPERTY

2,011,035.03

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 23, 2020

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the March 18, 2020 claims in the amount of \$650,316.49 paid by EFT transactions and Check No.'s 138996 through 139195 with no Check No.'s voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-3

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$650,316.49 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 138996 THROUGH 139195 WITH NO CHECK NO'S VOIDED** 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 **23rd DAY OF MARCH 2020**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/12/2020 TO 3/18/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
138996	CHICAGO TITLE INSURA	ROW ACQUISITION-91 QUINN AVE	GMA - STREET	4,945.14
138997	ACCURATE ELECTRIC	SERVER INSTALLAND VIDEO EXPORT	DETENTION & CORRECTION	325.71
138998	ACTIVE NETWORK LLC	SALES TAX FOR INV 12430667	GENERAL FUND	85.56
138999	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	87.81
	ADVANTAGE BUILDING S		SUNNYSIDE FILTRATION	407.79
	ADVANTAGE BUILDING S		COMMUNITY CENTER	878.10
	ADVANTAGE BUILDING S		UTIL ADMIN	878.10
	ADVANTAGE BUILDING S		CITY HALL	1,317.15
	ADVANTAGE BUILDING S		COURT FACILITIES	1,317.15
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	1,403.30
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,756.09
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,896.70
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,951.47
139000	AMAZON CAPITAL	EASTER EGG HUNT SUPPLIES	RECREATION SERVICES	28.82
	AMAZON CAPITAL	OFFICE SUPPLIES	LEGAL - PROSECUTION	41.77
	AMAZON CAPITAL	SOCCER SUPPLIES	RECREATION SERVICES	71.31
	AMAZON CAPITAL	PAPER AND TAPE	RECREATION SERVICES	90.01
	AMAZON CAPITAL	VARI DESK	PERSONNEL ADMINISTRATION	491.85
139001	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	196.02
	ARAMARK UNIFORM		OPERA HOUSE	246.99
139002	ATIMS	JMS ANNUAL MAINTENANCE	GENERAL FUND	-452.64
	ATIMS		DETENTION & CORRECTION	5,319.64
139003	AUSTIN, MARGARET	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	AUSTIN, MARGARET		PARKS-RECREATION	12.00
139004	AUSTIN, PATTY		PARKS-RECREATION	60.00
139005	BANK OF AMERICA	PARKING	LEGAL-GENL	4.00
139006	BANK OF AMERICA		EXECUTIVE ADMIN	8.00
139007	BANK OF AMERICA	DISASTER MOVIE	EXECUTIVE ADMIN	21.53
139008	BANK OF AMERICA	PHOTOS	CITY COUNCIL	32.79
139009	BANK OF AMERICA	PARKING/DOL RENEWAL	ENGR-GENL	10.00
	BANK OF AMERICA		TRANSPORTATION	116.00
139010	BANK OF AMERICA	CLEANING SUPPLIES	UTIL ADMIN	159.35
139011	BANK OF AMERICA	RECERT FEE	PERSONNEL ADMINISTRATION	169.00
139012	BANK OF AMERICA	OH SUPPLIES/SEMINAR	OPERA HOUSE	20.00
	BANK OF AMERICA		OPERA HOUSE	203.94
139013	BANK OF AMERICA	JAIL SUPPLIES/TRAINING	POLICE TRAINING-FIREARMS	100.00
	BANK OF AMERICA		DETENTION & CORRECTION	619.36
139014	BANK OF AMERICA	TRAVEL/EMPLOYMENT AD	UTIL ADMIN	337.08
	BANK OF AMERICA		UTIL ADMIN	749.00
139015	BANK OF AMERICA	CONFERENCE EXPENSE	COMPUTER SERVICES	1,235.89
139016	BANK OF AMERICA	CONFERENCE/WEB/SUBSCRIPTION/SUPPLIES	FINANCE-GENL	31.64
	BANK OF AMERICA		COMPUTER SERVICES	41.41
	BANK OF AMERICA		FINANCE-GENL	49.70
	BANK OF AMERICA		COMPUTER SERVICES	1,123.16
139017	BANK OF AMERICA	CONSTANT CONTACT AND ADVERTISING	OPERA HOUSE	166.16
	BANK OF AMERICA		EXECUTIVE ADMIN	1,145.48
139018	BANK OF AMERICA	RETREAT/CONFERENCE EXPENSE	PARK & RECREATION FAC	267.40
	BANK OF AMERICA		POLICE ADMINISTRATION	267.40
	BANK OF AMERICA		FINANCE-GENL	267.40
	BANK OF AMERICA		COMMUNITY	267.40
	BANK OF AMERICA		UTIL ADMIN	267.40
	BANK OF AMERICA		EXECUTIVE ADMIN	494.62
	BANK OF AMERICA		EXECUTIVE ADMIN	706.85
	BANK OF AMERICA		CITY COUNCIL	1,926.84
139019	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	COMMUNITY CENTER	57.00
139020	BARRETT-SMITH, MAUREE	EVENT CANCELLATION REFUND	PARKS-RECREATION	40.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/12/2020 TO 3/18/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
139021	BARRON HEATING	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
139022	BICKFORD FORD	KEYS MADE	EQUIPMENT RENTAL	62.30
	BICKFORD FORD	2020 FORD POLICE INTERCEPTOR	EQUIPMENT RENTAL	50,321.49
139023	BIRDZELL, SUSAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	28.50
139024	BLAINE, ERIKA		PARKS-RECREATION	10.00
	BLAINE, ERIKA		PARKS-RECREATION	10.00
139025	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	32.66
	BOB BARKER COMPANY		DETENTION & CORRECTION	1,091.87
139026	BOSTON, GAIL	EVENT CANCELLATION REFUND	PARKS-RECREATION	28.50
139027	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	35,312.50
139028	BRADY, ANN	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
139029	BROWN, CHRIS	REIMBURSE WEBCAM PURCHASE	COMPUTER SERVICES	328.02
139030	BROWN, KENDRA	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	BROWN, KENDRA		PARKS-RECREATION	10.00
139031	CALLAN, LAUREL		PARKS-RECREATION	10.00
	CALLAN, LAUREL		PARKS-RECREATION	10.00
139032	CAMERON, PETE	UB REFUND	WATER/SEWER OPERATION	20.51
139033	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	117.00
139034	CARLSON, ANNE	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	CARLSON, ANNE		PARKS-RECREATION	12.00
139035	CARPENTER, CATHY		PARKS-RECREATION	40.00
139036	CARROLL, RENEE		PARKS-RECREATION	10.00
	CARROLL, RENEE		PARKS-RECREATION	10.00
139037	CASEY, BEVERLY		PARKS-RECREATION	40.00
139038	CHANDLER, BABETTE		PARKS-RECREATION	28.50
139039	CODE PUBLISHING	WEB UPDATE	CITY CLERK	111.28
139040	COOP SUPPLY	BRACKET CREDIT	PARK & RECREATION FAC	-50.26
	COOP SUPPLY	BRACKET	PARK & RECREATION FAC	50.26
	COOP SUPPLY		PARK & RECREATION FAC	50.26
	COOP SUPPLY	K-9 SUPPLIES	K9 PROGRAM	58.99
139041	CORE & MAIN LP	PRO CODER METERS AND REGISTERS	WATER SERVICE INSTALL	13,626.32
139042	CRAIG, JEANETTE	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139043	CROWDER, DEBBIE		PARKS-RECREATION	15.00
	CROWDER, DEBBIE		PARKS-RECREATION	15.00
139044	CURTIS, GARY A.	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC &	65.00
139045	DANNER, ADAM	UB REFUND	WATER/SEWER OPERATION	16.77
139046	DAVID, PAMELA	EVENT CANCELLATION REFUND	PARKS-RECREATION	40.00
139047	DAVIES, KRISTOFER		PARKS-RECREATION	10.00
	DAVIES, KRISTOFER		PARKS-RECREATION	10.00
139048	DAVIES, SHARI		PARKS-RECREATION	10.00
	DAVIES, SHARI		PARKS-RECREATION	10.00
139049	DAVIS, MIKE	REIMBURSE WEBCAM PURCHASE	COMPUTER SERVICES	87.42
139050	DELL	PC	TRANSPORTATION	1,138.88
139051	DESANCTIS, PAULA	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
139052	DESIGNER STUDIO	DANCE PICS	RECREATION SERVICES	2,720.43
139053	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	68.31
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		EQUIPMENT RENTAL	71.74
	DICKS TOWING		EQUIPMENT RENTAL	71.74
139054	DORNING, LYNN	EVENT CANCELLATION REFUND	PARKS-RECREATION	15.00
139055	E&E LUMBER	BOLT AND FLAT BAR	SIDEWALKS MAINTENANCE	66.08
	E&E LUMBER	CLAMPS, BLADES AND CUTOFF WHEEL	ROADSIDE VEGETATION	123.55
139056	ECOLOGY, DEPT. OF	BIOSOLIDS PERMIT #BA0022497	UTIL ADMIN	3,809.29
139057	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/12/2020 TO 3/18/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
139057	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	256.00
139058	ELTON, JONATHAN	REIMBURSE ANTI-FREEZE PURCHASE	POLICE PATROL	19.66
139059	EMERALD HILLS	COFFEE	COMMUNITY CENTER	31.79
139060	ENVIRO-CLEAN EQUIP	CYLINDER AND WELDMENT	EQUIPMENT RENTAL	1,491.79
139061	EVANS, VICKIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	EVANS, VICKIE		PARKS-RECREATION	10.00
139062	EVERETT STAMP WORKS	APPROVED BY STAMP	FINANCE-GENL	30.49
139063	EWING IRRIGATION	50 LB BARRIER PNW	ROADSIDE VEGETATION	593.46
	EWING IRRIGATION	ROOT BARRIER ROLLS	ROADSIDE VEGETATION	653.39
139064	FCS GROUP	SW COST BENEFIT STUDY	SOLID WASTE OPERATIONS	5,955.00
139065	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	52,000.00
139066	FIRST CHOICE HEALTH	FEBRUARY EAP FEE	MEDICAL CLAIMS	455.52
139067	FRIESS, JENNIFER	REFUND CLASS FEES	PARKS-RECREATION	84.87
139068	FRONTIER COMMUNICATI	PHONE CHARGES	CITY CLERK	9.74
	FRONTIER COMMUNICATI		CRIME PREVENTION	9.74
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	9.74
	FRONTIER COMMUNICATI		COMMUNITY CENTER	9.74
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER	9.74
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	9.74
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL	9.74
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	19.48
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	29.22
	FRONTIER COMMUNICATI		LEGAL-GENL	29.22
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	29.22
	FRONTIER COMMUNICATI		STORM DRAINAGE	29.22
	FRONTIER COMMUNICATI		RECREATION SERVICES	38.96
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATION	38.96
	FRONTIER COMMUNICATI		GENERAL	38.96
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	48.70
	FRONTIER COMMUNICATI		YOUTH SERVICES	48.70
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	48.70
	FRONTIER COMMUNICATI		FINANCE-GENL	58.44
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	58.44
	FRONTIER COMMUNICATI		COMPUTER SERVICES	68.15
	FRONTIER COMMUNICATI		UTILITY BILLING	68.18
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	71.94
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE INVESTIGATION	77.92
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	87.66
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	87.66
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATION	91.32
	FRONTIER COMMUNICATI	PHONE CHARGES	WASTE WATER TREATMENT	97.40
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	116.88
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	116.88
	FRONTIER COMMUNICATI	ACCT #36065755320112185	OPERA HOUSE	132.08
	FRONTIER COMMUNICATI	PHONE CHARGES	DETENTION & CORRECTION	155.83
	FRONTIER COMMUNICATI		ENGR-GENL	165.57

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139068	FRONTIER COMMUNICATI	PHONE CHARGES	UTIL ADMIN	175.31
	FRONTIER COMMUNICATI		COMMUNITY	214.27
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	270.58
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE PATROL	457.76
139069	FTRS, LLC	SERVICE TO RECOVER WA EXCISE TAX	PARK & RECREATION FAC	65.46
	FTRS, LLC		MAINTENANCE	211.97
	FTRS, LLC		UTIL ADMIN	331.98
	FTRS, LLC		SOLID WASTE OPERATIONS	408.36
	FTRS, LLC		GENERAL	540.84
139070	FURR, MICHAEL	EVENT CANCELLATION REFUND	PARKS-RECREATION	40.00
139071	GALLAGHER, PAM		PARKS-RECREATION	12.00
	GALLAGHER, PAM		PARKS-RECREATION	12.00
139072	GALLS, LLC	UNIFORM-LEATHER	DETENTION & CORRECTION	10.39
	GALLS, LLC	UNIFORM-YOUNGSTROM	POLICE PATROL	19.66
	GALLS, LLC	UNIFORM-LEATHER	DETENTION & CORRECTION	30.82
	GALLS, LLC	UNIFORM-STUVER	POLICE PATROL	30.82
	GALLS, LLC	UNIFORM-VERMEULEN	POLICE TRAINING-FIREARMS	79.73
	GALLS, LLC	UNIFORM-STUVER	POLICE PATROL	88.53
	GALLS, LLC	UNIFORM-LEATHER	DETENTION & CORRECTION	92.74
	GALLS, LLC		DETENTION & CORRECTION	103.23
	GALLS, LLC	UNIFORM-STUVER	POLICE PATROL	103.23
	GALLS, LLC	UNIFORM-WILSON	POLICE PATROL	103.29
	GALLS, LLC	FLASHLIGHTS	COMMUNITY SERVICES UNIT	325.91
	GALLS, LLC	UNIFORM-STUVER	POLICE PATROL	411.24
	GALLS, LLC	UNIFORM-LEATHER	DETENTION & CORRECTION	465.28
	GALLS, LLC	UNIFORM-YOUNGSTROM	POLICE PATROL	621.54
139073	GAMMAN, JEANNA	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	GAMMAN, JEANNA		PARKS-RECREATION	10.00
	GAMMAN, JEANNA		PARKS-RECREATION	15.00
	GAMMAN, JEANNA		PARKS-RECREATION	78.00
139074	GEDDES, BRENDA	REIMBURSE TRAINING EXPENSE	ENGR-GENL	38.17
139075	GOTCHA PEST CONTROL	PEST CONTROL	COURT FACILITIES	218.60
	GOTCHA PEST CONTROL		CITY HALL	218.60
139076	GOVCONNECTION INC	HARD DRIVES	IS REPLACEMENT ACCOUNTS	789.42
139077	GOWER MASCHKE, ELIZAB	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	GOWER MASCHKE, ELIZAB		PARKS-RECREATION	10.00
139078	GRAINGER	STEEL DECKING	PARK & RECREATION FAC	108.01
139079	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	CITY CLERK	30.25
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.25
	GREATAMERICA FINANCI		FINANCE-GENL	30.25
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATION	30.25
	GREATAMERICA FINANCI		UTILITY BILLING	30.25
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.25
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.28
	GREATAMERICA FINANCI		POLICE PATROL	36.28
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.28
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.28
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.28
	GREATAMERICA FINANCI		UTIL ADMIN	38.61
	GREATAMERICA FINANCI		COMMUNITY	38.62
	GREATAMERICA FINANCI		ENGR-GENL	38.62
139080	HALL, NICOLE	EVENT CANCELLATION REFUND	PARKS-RECREATION	70.00
139081	HANNAHS, JESSE	REIMBURSE MEAL	TRANSPORTATION	15.00
139082	HBLE LLC	TRAINING-GERFIN	POLICE TRAINING-FIREARMS	795.00
139083	HD FOWLER COMPANY	GATE VALVES AND MJ CAPS	METER READING	822.23
	HD FOWLER COMPANY	HYDRANT	WATER CAPITAL PROJECTS	1,792.46

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139083	HD FOWLER COMPANY	HYDRANTS	WATER CAPITAL PROJECTS	10,510.58
	HD FOWLER COMPANY	PIPE, GASKETS AND BOLT KITS	WATER DIST MAINS	11,974.60
139084	HEISER, LORI	REFUND CLASS FEES	PARKS-RECREATION	65.00
139085	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	66.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	125.40
	HENNIG, JEANINE TULL		RECREATION SERVICES	145.20
139086	HILL, TONI	EVENT CANCELLATION REFUND	PARKS-RENTS & ROYALTIES	135.00
139087	HOGUE, CHRISTINE		PARKS-RECREATION	10.00
	HOGUE, CHRISTINE		PARKS-RECREATION	10.00
139088	HOLLAND, SHERIAN		PARKS-RECREATION	10.00
139089	HOME DEPOT USA	JANITORIAL SUPPLIES	MAINT OF GENL PLANT	131.12
139090	HOWARD, NANCY	EVENT CANCELLATION REFUND	PARKS-RECREATION	28.50
139091	HUNT, CRISTY	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
139092	INDUSTRIAL SOFTWARE	SOFTWARE RENEWAL	WATER DIST MAINS	5,266.07
	INDUSTRIAL SOFTWARE		WASTE WATER TREATMENT	5,266.07
	INDUSTRIAL SOFTWARE		WATER FILTRATION PLANT	5,425.66
139093	JOHNSON, STEVE	EVENT CANCELLATION REFUND	PARKS-RECREATION	40.00
139094	KAISER PERMANENTE	PRE-EMPLOYMENT AND HEARING TESTS	POLICE PATROL	216.00
	KAISER PERMANENTE	TESTING FEES	EXECUTIVE ADMIN	634.00
	KAISER PERMANENTE	PRE-EMPLOYMENT AND HEARING TESTS	POLICE ADMINISTRATION	1,288.00
139095	KEES, TINA	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	KEES, TINA		PARKS-RECREATION	10.00
139096	KELLY, CANDY		PARKS-RECREATION	28.50
139097	KIMBALL, JUDY		PARKS-RECREATION	10.00
	KIMBALL, JUDY		PARKS-RECREATION	10.00
139098	KINGSFORD, ANDREA	REIMBURSE SPECIAL EVENT SUPPLIES	COMMUNITY EVENTS	27.30
	KINGSFORD, ANDREA		OPERA HOUSE	137.77
	KINGSFORD, ANDREA		RECREATION SERVICES	308.49
139099	KINNEY, HEATHER	REIMBURSE MEAL	TRANSPORTATION	15.00
139100	KOONS, JULIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	28.50
139101	LAKEWOOD SCHOOL DIST	FACILITY RENTAL	RECREATION SERVICES	720.00
139102	LASTING IMPRESSIONS	POLO'S AND JACKETS	ER&R	778.22
	LASTING IMPRESSIONS	SHIRTS	ER&R	1,278.76
139103	LAYCOCK, JEFF	REIMBURSE SLIDE DEVELOPMENT	ENGR-GENL	43.32
139104	LEMASTER, VIRGINIA	UB REFUND	WATER/SEWER OPERATION	9.64
	LEMASTER, VIRGINIA		WATER/SEWER OPERATION	81.90
139105	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	49.92
139106	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	119.14
139107	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	46.42
	LGI HOMES		WATER/SEWER OPERATION	200.00
139108	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	104.65
	LGI HOMES		WATER/SEWER OPERATION	200.00
139109	LOWES HIW INC	JANITORIAL SUPPLIES	WATER FILTRATION PLANT	14.19
	LOWES HIW INC	DRILL BITS	WATER FILTRATION PLANT	27.98
139110	MADDEN, JAMES	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
139111	MARAMOT, JULIUS	REFUND RENTAL FEES/DEPOSIT	GENERAL FUND	500.00
	MARAMOT, JULIUS		PARKS-RENTS & ROYALTIES	1,475.00
139112	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	74,009.85
139113	MARYSVILLE PRINTING	ENVELOPES	PERSONNEL ADMINISTRATION	89.08
	MARYSVILLE PRINTING		POLICE PATROL	190.18
139114	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	24.05
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	35.09
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	76.34
	MARYSVILLE, CITY OF	UTILITY SERVICE-1221 3RD ST	OPERA HOUSE	113.71
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	113.71
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST FRLN	PUBLIC SAFETY BLDG	125.56

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139114	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST OFFICE	PUBLIC SAFETY BLDG	195.85
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	MAINT OF GENL PLANT	211.22
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	213.82
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF		EQUIPMENT RENTAL	394.34
	MARYSVILLE, CITY OF	UTILITY SERVICE-1225 3RD ST	OPERA HOUSE	657.71
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	670.66
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	697.88
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	783.08
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	WASTE WATER TREATMENT	1,146.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	WASTE WATER TREATMENT	2,641.42
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,883.10
139115	MARYSVILLE, CITY OF	UTILITY SERVICE-1311 4TH ST IRR	PARK & RECREATION FAC	341.90
139116	MCLOUGHLIN & EARDLEY	STROBES	ER&R	164.65
	MCLOUGHLIN & EARDLEY	CONTROL MODULES, STROBES AND LENSES	EQUIPMENT RENTAL	690.40
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	1,380.80
139117	MCQUEN, DENNIS	EVENT CANCELLATION REFUND	PARKS-RECREATION	15.00
	MCQUEN, DENNIS		PARKS-RECREATION	15.00
139118	MELLEMA, MELISSA	REFUND CLASS FEES	PARKS-RECREATION	75.00
139119	MITCHELL, DONALD	EVENT CANCELLATION REFUND	PARKS-RECREATION	60.00
139120	MOTOR TRUCKS	REPAIR #H003	EQUIPMENT RENTAL	3,464.59
139121	MSVL SCHOOL DIST #25	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-35.35
	MSVL SCHOOL DIST #25		WATER/SEWER OPERATION	1,150.00
139122	NATL SCHOOL RESOURCE	TRAINING-WIERSMA	POLICE TRAINING-FIREARMS	500.00
139123	NCSI	BACKGROUND CHECKS	PERSONNEL ADMINISTRATION	148.00
	NCSI		PERSONNEL ADMINISTRATION	296.00
139124	NESS & CAMPBELL CRAN	CRANE RENTAL	WASTE WATER TREATMENT	1,573.92
	NESS & CAMPBELL CRAN		WASTE WATER TREATMENT	1,863.57
139125	NORTH COAST ELECTRIC	TECHCONNECT SUPPORT RENEWAL	WATER DIST MAINS	2,946.51
	NORTH COAST ELECTRIC		WATER FILTRATION PLANT	2,946.51
	NORTH COAST ELECTRIC		WASTE WATER TREATMENT	2,946.51
139126	NUNNALLY, LARRY	UTILITY TAX REBATE	UTIL ADMIN	42.44
	NUNNALLY, LARRY		NON-DEPARTMENTAL	46.64
	NUNNALLY, LARRY		UTIL ADMIN	158.22
139127	OFFICE DEPOT	CORK BOARD	POLICE TRAINING-FIREARMS	15.73
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	16.22
	OFFICE DEPOT	FIRST AID KITS AND BBP SPILL KITS	STORM DRAINAGE	51.24
	OFFICE DEPOT		WASTE WATER TREATMENT	51.24
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	54.64
	OFFICE DEPOT		EXECUTIVE ADMIN	122.10
	OFFICE DEPOT		LEGAL - PROSECUTION	131.12
	OFFICE DEPOT	FIRST AID KITS AND BBP SPILL KITS	STORM DRAINAGE	230.13
	OFFICE DEPOT		WASTE WATER TREATMENT	230.13
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	242.44
	OFFICE DEPOT		LEGAL - PROSECUTION	313.51
	OFFICE DEPOT		EQUIPMENT RENTAL	648.85
139128	OHARA, ARDIS	UTILITY TAX REBATE	UTIL ADMIN	12.73
	OHARA, ARDIS		NON-DEPARTMENTAL	17.27
	OHARA, ARDIS		UTIL ADMIN	47.47
139129	PARTS STORE, THE	CORE REFUND	EQUIPMENT RENTAL	-132.25
	PARTS STORE, THE	FILTERS AND OIL	SMALL ENGINE SHOP	64.63
	PARTS STORE, THE	TIE ROD END	EQUIPMENT RENTAL	73.41
	PARTS STORE, THE	SOLENOIDS, SWITCHES AND FUSES	EQUIPMENT RENTAL	169.41
	PARTS STORE, THE	FUEL HOSES	EQUIPMENT RENTAL	328.48
	PARTS STORE, THE	SOLENOIDS, SWITCHES AND FUSES	EQUIPMENT RENTAL	338.84
	PARTS STORE, THE	RACK AND PINION W/CORE CHARGE	EQUIPMENT RENTAL	411.56

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139129	PARTS STORE, THE	WIRES, PLUGS AND COILS	EQUIPMENT RENTAL	482.58
139130	PAWLAK, PAT & CELIA	UB REFUND	WATER/SEWER OPERATION	198.54
139131	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY	112.20
139132	PERPETUAL MOTION	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC &	65.00
139133	PETROCARD SYSTEMS	FUEL CONSUMED	EQUIPMENT RENTAL	29.51
	PETROCARD SYSTEMS		STORM DRAINAGE	32.64
	PETROCARD SYSTEMS		ENGR-GENL	41.42
	PETROCARD SYSTEMS		COMPUTER SERVICES	46.42
	PETROCARD SYSTEMS		STORM DRAINAGE	66.95
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	109.96
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	134.45
	PETROCARD SYSTEMS		COMMUNITY	209.72
	PETROCARD SYSTEMS		COMMUNITY	344.97
	PETROCARD SYSTEMS		PARK & RECREATION FAC	467.82
	PETROCARD SYSTEMS		PARK & RECREATION FAC	546.47
	PETROCARD SYSTEMS		GENERAL	2,017.18
	PETROCARD SYSTEMS		GENERAL	2,343.16
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,037.15
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,198.39
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,344.17
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,331.46
	PETROCARD SYSTEMS		POLICE PATROL	7,116.90
	PETROCARD SYSTEMS		POLICE PATROL	7,397.21
139134	PETTY CASH- PW	DOL REGISTRATIONS	EQUIPMENT RENTAL	58.75
	PETTY CASH- PW		EQUIPMENT RENTAL	58.75
139135	PETTY CASH-COMM DEV	PARKING AND POSTAGE	ENGR-GENL	11.00
	PETTY CASH-COMM DEV		ENGR-GENL	37.40
139136	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	103.38
	PGC INTERBAY LLC		MAINTENANCE	110.29
	PGC INTERBAY LLC		PRO-SHOP	152.34
	PGC INTERBAY LLC		GOLF COURSE	280.50
	PGC INTERBAY LLC		PRO-SHOP	398.44
	PGC INTERBAY LLC		PRO-SHOP	458.55
	PGC INTERBAY LLC		MAINTENANCE	544.14
	PGC INTERBAY LLC		MAINTENANCE	838.46
	PGC INTERBAY LLC		PRO-SHOP	854.55
	PGC INTERBAY LLC		MAINTENANCE	1,105.31
	PGC INTERBAY LLC		MAINTENANCE	1,161.25
	PGC INTERBAY LLC		MAINTENANCE	1,639.17
	PGC INTERBAY LLC		GOLF COURSE	3,464.71
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	6,797.88
	PGC INTERBAY LLC		MAINTENANCE	10,650.75
139137	PLATT ELECTRIC	HOLES AW AND SPLICE PLATES	WATER FILTRATION PLANT	30.93
	PLATT ELECTRIC	CONNECTORS	SOURCE OF SUPPLY	59.54
	PLATT ELECTRIC	HOLES AW AND SPLICE PLATES	WATER FILTRATION PLANT	66.92
139138	POSTAL SERVICE	POSTAGE	COMMUNITY	6.14
	POSTAL SERVICE		COMPUTER SERVICES	10.79
	POSTAL SERVICE		POLICE ADMINISTRATION	12.98
	POSTAL SERVICE		EXECUTIVE ADMIN	42.67
	POSTAL SERVICE		UTIL ADMIN	46.71
	POSTAL SERVICE		PERSONNEL ADMINISTRATION	106.66
	POSTAL SERVICE		PARK & RECREATION FAC	146.13
	POSTAL SERVICE		MUNICIPAL COURTS	222.48
	POSTAL SERVICE		LEGAL-GENL	460.53
	POSTAL SERVICE		UTILITY BILLING	1,112.46
	POSTAL SERVICE		FINANCE-GENL	1,832.45

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139139	POTTER, BRENT	REIMBURSE EXAM/CERT FEES	WATER DIST MAINS	152.02
139140	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	43.20
	POTTERY NOOK, THE		RECREATION SERVICES	57.60
	POTTERY NOOK, THE		RECREATION SERVICES	72.00
139141	PUBLIC SAFETY TESTIN	TESTING FEES	POLICE PATROL	1,220.00
139142	PUD	ACCT #201142098	PARK & RECREATION FAC	8.64
	PUD	ACCT #205481823	GOLF ADMINISTRATION	15.31
	PUD	ACCT #202177861	PUMPING PLANT	21.16
	PUD	ACCT #221610405	STREET LIGHTING	37.27
	PUD	ACCT #201142155	TRANSPORTATION	38.27
	PUD	ACCT #204829691	STREET LIGHTING	47.35
	PUD	ACCT #200660439	STREET LIGHTING	50.46
	PUD	ACCT #202604203	STREET LIGHTING	58.54
	PUD	ACCT #203996343	STREET LIGHTING	61.08
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	61.97
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	76.04
	PUD	ACCT #202604203	STREET LIGHTING	87.81
	PUD	ACCT #201046380	PARK & RECREATION FAC	123.56
	PUD	ACCT #202368197	PUMPING PLANT	229.17
	PUD	ACCT #200812808	PUMPING PLANT	236.37
	PUD	ACCT #220020531	STREET LIGHTING	294.80
	PUD	ACCT #202461554	SEWER LIFT STATION	661.30
	RUD	ACCT #200164598	SOURCE OF SUPPLY	797.07
	PUD	ACCT #201098969	PUMPING PLANT	1,808.83
139143	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	35.69
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	64.70
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	94.76
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	97.67
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	100.57
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	146.14
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	281.90
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	371.12
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	412.40
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	435.90
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	916.05
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	1,439.43
139144	QUINTEL, VICKEY	REFUND CLASS FEES	PARKS-RECREATION	30.00
139145	RAILROAD MANAGEMENT	LICENSE FEES #303211	UTIL ADMIN	258.95
	RAILROAD MANAGEMENT	LICENSE FEES #303212	UTIL ADMIN	258.95
	RAILROAD MANAGEMENT	LICENSE FEES #303213	UTIL ADMIN	258.95
	RAILROAD MANAGEMENT	LICENSE FEES #303214	UTIL ADMIN	258.95
	RAILROAD MANAGEMENT	LICENSE FEES #303215	UTIL ADMIN	258.95
	RAILROAD MANAGEMENT	LICENSE FEES #303216	UTIL ADMIN	258.95
	RAILROAD MANAGEMENT	LICENSE FEES #302877	UTIL ADMIN	652.38
139146	RAIN FOR RENT	PIPE RENTAL	WATER CAPITAL PROJECTS	1,913.69
139147	RAMOS, DARCIA	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	RAMOS, DARCIA		PARKS-RECREATION	10.00
139148	REHBERGER, JENNENE		PARKS-RECREATION	40.00
139149	RENTON, REX	UTILITY TAX REBATE	NON-DEPARTMENTAL	50.62
139150	RICHARDSON, AUSTIN	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139151	RICKEY, BETTY		PARKS-RECREATION	60.00
139152	ROBBINS, KAYLENE		PARKS-RECREATION	12.00
139153	ROSS, SHANNAN		PARKS-RECREATION	50.00
139154	ROY ROBINSON	DIAGNOSE AND REPAIR #P149	EQUIPMENT RENTAL	1,537.24
139155	SCHAAF, SARAH	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
139156	SCHMIDT, GWEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	65.17

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/12/2020 TO 3/18/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
139157	SETH, ANN	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	SETH, ANN		PARKS-RECREATION	10.00
	SETH, ANN		PARKS-RECREATION	28.50
139158	SHERWIN WILLIAMS	PAINT CREDIT	FACILITY MAINTENANCE	-50.66
	SHERWIN WILLIAMS	PAINT	FACILITY MAINTENANCE	50.66
	SHERWIN WILLIAMS	HAND PUMP SPRAYERS	FACILITY MAINTENANCE	83.33
139159	SHIMAURA, WES	EVENT CANCELLATION REFUND	PARKS-RECREATION	15.00
	SHIMAURA, WES		PARKS-RECREATION	15.00
139160	SHRED-IT US	MONTHLY SHREDDNG SERVICE	PERSONNEL ADMINISTRATION	4.56
	SHRED-IT US	MONTHLY SHREDDING SERVICE	POLICE PATROL	63.84
139161	SIMPSON SAND & GRAV	CIVIC CAMPUS PROJECT	CAPITAL EXPENDITURES	216.00
139162	SMITH, TERRI	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139163	SNO CO SUPERIOR	BAIL POSTED	INTERGOVERNMENTAL	150.00
139164	SNO CO TREASURER	INMATE MEDICAL	DETENTION & CORRECTION	4,502.60
139165	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	113.49
139166	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	540.00
139167	SOUND PUBLISHING		EXECUTIVE ADMIN	215.00
	SOUND PUBLISHING		OPERA HOUSE	409.50
139168	SOUND SAFETY	BOOTS-DEAVER	TRANSPORTATION	92.81
	SOUND SAFETY	JEANS-ROSE	SOLID WASTE OPERATIONS	141.69
139169	SPENCER, KATHLEEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	46.26
139170	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	57.13
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	397.50
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	428.50
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	514.20
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	514.20
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	514.21
139171	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	15.59
	STAPLES		PERSONNEL ADMINISTRATION	18.81
139172	STATE PATROL	FINGERPRINT ID SERVICES	PERSONNEL ADMINISTRATION	34.25
	STATE PATROL		INTERGOVERNMENTAL	265.00
139173	STONEWAY ELECTRIC	6000W HEATER	SOURCE OF SUPPLY	827.48
	STONEWAY ELECTRIC	TRANSFER SWITCH	SOURCE OF SUPPLY	2,620.80
139174	STRUBE, DAVID	EVENT CANCELLATION REFUND	PARKS-RECREATION	40.00
139175	SUPER HAWK CANOPY	CUSTOM CANOPY #P202	EQUIPMENT RENTAL	2,076.70
139176	TREATMENT EQUIP	AIRVAC REBUILD KITS	SEWER LIFT STATION	782.62
139177	TRUMAN, ROBERT	EVENT CANCELLATION REFUND	PARKS-RECREATION	35.00
139178	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	89.47
139179	VANDERSCHEL, DIANA	REIMBURSE MILEAGE AND MEAL	OFFICE OPERATIONS	43.75
139180	VANDYKE, PATTI	EVENT CANCELLATION REFUND	PARKS-RECREATION	15.00
139181	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.27
	VERIZON		OFFICE OPERATIONS	440.17
	VERIZON		POLICE PATROL	2,200.72
139182	VIEN, ROBERT	EVENT CANCELLATION REFUND	PARKS-RECREATION	20.00
139183	WAITE, MARK		PARKS-RECREATION	28.50
139184	WASTE MANAGEMENT	YARDWASTE/RECYCLE SERVICE	RECYCLING OPERATION	134,835.81
139185	WATCH SYSTEMS	RSO MAILINGS	POLICE INVESTIGATION	159.91
139186	WAVEDIVISION HOLDING	I-NET LEASE/INTERNET SERVICES	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING		CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	833.34
139187	WEHMEYER, STEVE	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
139188	WEIHER, GLENDA		PARKS-RECREATION	30.00
139189	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	342.93
139190	WESTERN TRUCK	SENSOR ASSEMBLY	ER&R	1,159.43
	WESTERN TRUCK	REPAIR #J024	EQUIPMENT RENTAL	6,238.59
139191	WHIRLWIND SERVICES	CLEAN AND MAINTAIN STORM FILTER VAULTS	STORM DRAINAGE	10,397.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 3/12/2020 TO 3/18/2020

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
139192	WHITE CAP CONSTRUCT	BLACK SILT FENCE	PARK & RECREATION FAC	53.97
	WHITE CAP CONSTRUCT	EXPANSION JOINT	SIDEWALKS MAINTENANCE	78.69
	WHITE CAP CONSTRUCT	SAW BLADES AND ANCHORS	WATER FILTRATION PLANT	104.36
	WHITE CAP CONSTRUCT	BULL FLOAT, BUCKET, SCREED AND TROWELS	SIDEWALKS MAINTENANCE	649.97
	WHITE CAP CONSTRUCT	JUMPING JACK RAMMER	ROADWAY MAINTENANCE	2,459.25
139193	WOOLERY, THERESA	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
139194	WORKMAN, JOAN		PARKS-RECREATION	10.00
139195	YAKIMA COUNTY DOC	INMATE HOUSING	DETENTION & CORRECTION	9,087.11

WARRANT TOTAL: 650,316.49

- REASON FOR VOIDS:
- INITIATOR ERROR
 - CHECK LOST/DAMAGED
 - UNCLAIMED PROPERTY

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 23, 2020

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the March 20, 2020 payroll in the amount \$1,590,282.54, paid by EFT Transactions and Check No.'s 32993 through 33018.

COUNCIL ACTION:

Index #6

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

CITY COUNCIL MEETING DATE: 3/23/2020

AGENDA ITEM:	
Little League Contract for Cedar Fields	
PREPARED BY:	DIRECTOR APPROVAL:
Tara Mizell <i>TM</i>	<i>TM</i>
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
YES	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Marysville Little League will be leasing the office space, concession stand/space, and restrooms at Cedar Fields. Each season the league will work with the City’s Athletic Supervisor to complete a field use agreement for the season in addition to this lease. Fees for field use will be paid separately from the annual rental of the facility.

RECOMMENDED ACTION: Staff recommend the Mayor sign the agreement with Marysville Little League for the use of Cedar Fields.

LEASE

THIS LEASE is made and entered into as of the last signature date set forth below, by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter "City," and MARYSVILLE LITTLE LEAGUE, hereinafter "Lessee."

1. **DESCRIPTION OF PREMISES.** City hereby leases to Lessee and Lessee leases from City on the terms, covenants and conditions set forth herein, the following- described premises:

The office space, concession stand/space, and restrooms on the following parcel (lease does not include the building housing the Boys and Girls Club):

Commencing at a point 100 feet east of where the North side of 10th Street intersects the East side of Beach Street in the Edward Steele's Suburban Addition to Marysville; thence South 300 feet; thence West along the North side of 10th Street 267 feet to the point of beginning, situate in the city of Marysville, County of Snohomish, State of Washington .

Situated in the County of Snohomish State of Washington.

Snohomish County Tax Parcel 00585600200100

Commonly known as 1010 CEDAR Street, Marysville, WA.98270

TOGETHER WITH non-exclusive use of all paved parking areas located upon the above-described property. Throughout this agreement referred to as the "Leased Premises." City reserves the right to use the outbuildings situated on the Leased Premises during the off-season. City shall have access to the yard at all times.

2. **TERM.**

- (a) Initial Term. The initial term of this Lease shall be for THIRTY-FOUR (34) months, commencing on March 1, 2020, and ending December 31, 2022, at 11:59 p.m..
- (b) Renewal. By mutual agreement of the parties, this Lease may be renewed for two additional twelve-month terms.

3. **RENT.**

- (a) Rental Amount. Rent will be paid on an annual basis, and will be calculated at \$150 dollars per month, plus State leasehold excise tax of 12.84% (subject to adjustment per Section 3(c). This calculates to an initial annual payment of \$2,031.12.

- (b) Payments. The first annual rental payment will be due within ten days of the effective date of this Lease. Subsequent annual payments shall be due on March 1st of each year of the lease term and shall be paid at:

CITY OF MARYSVILLE
 Parks, Culture & Recreation
 6915 Armar Road
 Marysville, WA 98270

or at such other place as may be designated by City.

- (c) Leasehold Excise Tax. As additional rent Lessee shall pay to City with the monthly rent a sum equal to 12.84% of the monthly rent for leasehold excise tax (\$19.26). This additional rent rate shall be modified to be consistent with any change in the leasehold excise tax rate occurring during the term of this Lease, or any extension or holdover, which modification shall be effective on the date the tax rate changes. City shall give written notice to Lessee of any change in the leasehold excise tax rate.
- (d) Late Charge. In the event Lessee should fail to pay any installment of rent or any sum due hereunder within ten (10) days after the date it is due, Lessee shall pay City a late charge of 5% of the delinquent payment, which late charge shall constitute additional rent due hereunder.

4. USE OF PREMISES.

- (a) The Leased Premises will be used baseball and related activities by the Marysville Little League (Lessee), and for no other purpose or purposes, without City's prior written consent. Lessee agrees not to operate any retail or service-oriented business on the Leased Premises with the exception of game day concessions.
- (a) Lessee shall comply with all laws, ordinances, orders, and regulations now in effect, or as hereafter amended, affecting the Leased Premises and their cleanliness, safety, occupation and use. Lessee will not use or permit the use of the premises in any such manner as will tend to create a nuisance, or unnecessarily or unreasonably disturb other lessees or occupants of the Leased Premises. Lessee shall not serve or permit alcohol to be consumed in the Leased Premises.
- (b) Lessee shall not use any machinery or equipment in the Leased Premises that might be injurious to the building. Lessee will not perform any act or carry on any practices that may damage the Leased Premises or be a nuisance to or menace or injure the public, other Lessees, or City's employees, contractors or agents. Lessee shall not commit or suffer any waste upon the Leased Premises.
- (c) Upon termination of the Lease, Lessee shall quit and surrender the Leased Premises in as good a state and condition as they were at the commencement of the Lease, reasonable

wear and tear or other actions not caused by Lessee, its employees, agents, customers or invitees, excepted. Lessee shall return all keys to City.

5. **UTILITIES.** City shall pay the expense of water and sewer service to the Leased Premises. Lessee shall exercise prudent conservation practices and keep plumbing fixtures well maintained to assure no waste of water and sewer facilities. City will pay for garbage and electricity and bill Lessee for these costs. Lessee shall reimburse Lessor for the costs of these services for the Leased Premises upon receiving a bill from City.

City shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of any utility service beyond City's reasonable control. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond City's reasonable control shall be deemed an eviction of Lessee or shall release Lessee from any of Lessee's obligations under this Lease.

6. **ACCEPTANCE OF PREMISES/LESSEE AND CITY RESPONSIBILITIES**

Lessee acknowledges that Lessee has examined the Leased Premises and accepts the same in their condition on the date of Lessee's execution of this Lease.

- (a) The Lessee shall perform all interior maintenance of the premises. City shall provide all exterior maintenance to structures and repairs to the physical plant, roof systems, lights, netting, fencing, bleachers, dugouts, alley and restrooms of the premises. City shall provide year round facility maintenance on the field and surrounding structures weekly.
- (b) Lessee will be required to supply the season schedule and execute a FIELD USE AGREEMENT no later than March 1st of each season. Lessee shall pay all associated game fees according to the Field Use Agreement with City. Lessee shall provide all game preparation for scheduled games. Lessee shall be responsible for all equipment and maintenance of the concession facility housed within the office building.
- (c) City and City's agents and employees shall have the right to access to the premises for the purposes of:
 - (1) Inspection;
 - (2) Maintenance, yard work, repairs, alterations or improvements;
 - (3) Display of the premises to prospective or actual workers or contractors;
 - (4) Whenever practical, City shall give Lessee advance notice of City's intent to enter the property. City shall not alter the Leased Premises in any way to make the space unusable by Lessee.

7. ALTERATIONS, LIENS, CONDITION OF PREMISES UPON TERMINATION OF LEASE. Except as specifically permitted above:

- (b) No alterations shall be made to the Leased Premises without prior written consent of City. Any alterations to the Leased Premises excepting movable furniture and trade fixtures shall, at City's option, become part of the realty and belong to City.
- (c) Should Lessee desire to alter the Leased Premises and if City consents to such alterations, then at City's option, such improvements shall be performed by City's employees, or Lessee shall contract with a licensed, bonded and insured contractor approved by City for the construction of such alterations.
- (d) All work approved by City shall be done at such times and in such manner as City may from time to time designate. Lessee shall give City written notice five (5) days prior to employing any laborer or contractor to perform work resulting in an alteration of the Leased Premises so that City may post a notice of non-responsibility.
- (e) In the event the Leased Premises shall at any time during the term of this Lease become subject to any suit brought to enforce a lien, or any statement or claim of lien is filed to enforce a lien resulting from the furnishing of materials or labor to the Leased Premises contracted for or agreed to by Lessee, Lessee may contest such lien by legal proceedings, but shall nevertheless cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefor of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to City.
- (f) Trade fixtures installed by Lessee may be removed by Lessee at the termination of the Lease, provided that the premises are returned to as good condition as they were prior to the installation of the same. Structural alterations of the premises shall also be removed, at the option of City, at the termination of the Lease, and Lessee shall bear the full cost thereof and shall repair any damage to the Leased Premises caused thereby. Lessee's obligations to observe or perform this covenant shall survive the expiration or the termination of the term of this Lease.

8. INSURANCE/LIABILITY.

A. Insurance Term

The Lessee shall procure and maintain for the duration of the term of this Lease, any renewal term, and/or any holdover period, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the Lessee and his or her guests, representatives, volunteers and employees.

B. No Limitation

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

C. Required Insurance

Lessee's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, and contractual liability. The City shall be named as an additional insured on Lessee's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. General Liability insurance shall include coverage for participant liability with limits of not less than \$1,000,000 per occurrence.

The insurance policy shall contain, or be endorsed to contain that the Lessee's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it. City Full Availability of Lessee Limits.

If the Lessee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Lessee.

E. Certificate of Insurance and Acceptability of Insurers

The Lessee shall provide a certificate of insurance evidencing the required insurance before using the Premises.

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

9. **RISK OF LOSS.** All personal property of Lessee kept or maintained at the Leased Premises shall be at the risk of Lessee. Lessee agrees that all personal property kept at the lease premises by Lessee shall be at the risk of Lessee. Lessee further agrees not to hold City liable in any manner or on account of any loss or damage sustained by action of fire, water, elements, theft or any third party.

10. INDEMNIFICATION.

Lessee shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of

any person, or for loss or damage to property, which arises out of the use of the Premises or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The parties acknowledge that the foregoing indemnity provisions were mutually negotiated and survive the termination of this Lease.

11. **HAZARDOUS SUBSTANCES.** As used in this Lease, the term "Hazardous Substance" means any substance or material, the storage, use or disposal of which is or becomes regulated under any law now or hereafter in effect, including, but not limited to any flammable explosives, radioactive materials, asbestos, petroleum and related byproducts and hydrocarbons, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxins, pollutants, contaminants, hazardous wastes, toxic substances or related materials.

Without City's prior written consent, Lessee shall not receive, store or otherwise allow any Hazardous Substance on the Leased Premises. In the event of any release or presence of any Hazardous Substance on or about the Leased Premises occurring on or after the commencement date of this Lease, Lessee agrees to immediately, fully and completely remove all of such Hazardous Substance from the Leased Premises and to dispose of such in accordance with applicable law, even if the quantity or concentration of such Hazardous Substance would not require remediation under the provision of law. Lessee further agrees to defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents and contractors from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any release or presence of any Hazardous Substance on or about the Leased Premises; the provisions of this sentence shall survive and be enforceable after the termination or expiration of the Lease and the surrender of the Leased Premises by Lessee. If Lessee becomes aware of the release or presence on the Leased Premises of any Hazardous Substance, Lessee shall immediately notify City in writing of such release or presence, and Lessee shall promptly provide City with copies of any reports, studies, recommendations or requirements received by Lessee from any third person, including a governmental agency.

12. **SIGNS AND LANDSCAPING.** Lessee shall be permitted to erect a business sign and directional signage; provided City shall have the right to control and approve the location, size, quality and appearance of the same. Lessee shall make no alterations or additions to the landscaping of the Leased Premises and shall place no exterior signs on the Leased Premises without the prior written consent of City. Lessee shall be required to maintain Lessee's signs in good, safe, attractive condition. Any signs not in conformity with this Lease may be removed and destroyed by City. All sponsor or advertising signage is to be removed and stored at the conclusion of each season.

13. **TAXES.**

- (a) City shall be responsible for all real property taxes and assessments levied or assessed against the Leased Premises by any governmental entity, including any special

assessments imposed on or against the Leased Premises for the construction or improvement of public works in , on or about the Leased Premises; provided, however, that the Lessee shall conduct no activity on the Leased Premises nor place any articles on the Leased Premises that will increase the real property taxes levied or assessed against the Leased Premises.

- (b) Lessee shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Lease upon Lessee's fixtures, furniture, appliances and personal property installed on or located in the Leased Premises.
- (c) Lessee agrees to pay the amount of all taxes levied upon or measured by the rent payable hereunder, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Except as provided in paragraph 3(c) above, such taxes shall be due and payable at the time the same are levied or assessed.

14. **CASUALTY; REBUILDING; CONDEMNATION.** In the event the building at the Leased Premises shall be destroyed or damaged by fire or other causes (and regardless of the extent of the damage to the Leased Premises) to such an extent that the City shall decide to discontinue the operation of the building, which decision shall be communicated to the Lessee within sixty (60) days after such damage or destruction, then this Lease shall be terminated as of the date of such damage or destruction. In the event of damage to the Leased Premises by fire or other causes, other than under the circumstances described in the preceding sentence, City shall repair the Leased Premises within a reasonable time and as quickly as circumstances will permit upon the same plan as immediately before the damage or destruction. Until the Leased Premises are repaired and put in a good and usable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Leased Premises shall have been restored to the same condition as they were before such damage or destruction.

In the event that the Leased Premises are not usable as contemplated in this agreement for over ninety (90) days due to the damage, Lessee shall have the right to terminate this Lease.

If any part of the Leased Premises shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, Lessee shall have no claim or interest in or to any award of damages for such taking. If such taking materially reduces usefulness of the Leased Premises for the purposes for which it is leased, then Lessee shall have the option of terminating this Lease.

15. **ASSIGNMENT AND SUBLETTING.** Lessee shall not sublease, sublet or assign the Leased Premises, or any portion thereof, except by the written permission and consent of City, in City's sole discretion. This Lease shall not be assignable by operation of law.

16. **INSOLVENCY OF LESSEE.** (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall, if any such appointments, assignments or action continues for a period of thirty (30) days, constitutes a breach of this Lease by Lessee, and City may at its election without notice, terminate this Lease, and in that event be entitled to immediate possession of the Leased Premises and damages as provided below.

17. **LESSEE DEFAULT.**

- (a) If Lessee shall fail to perform any of the covenants and agreements herein contained (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other legal or equitable proceedings that have or might have the effect of preventing the Lessee from complying with the terms of this Lease), then City may cancel this Lease upon giving the notice required by law, and re-enter said premises. Notwithstanding such re-entry by City, the liability of Lessee for the rent provided for herein shall not be extinguished for the balance of the term of the Lease, and Lessee covenants and agrees to make good to City any deficiency arising from re-entry and re-letting of the Leased Premises at a lesser rental than herein agreed to. Lessee shall pay such deficiency each month as the amount thereof is ascertained by City. In computing such deficiency, Lessee shall be charged with the monthly rental that would have been owed by Lessee had Lessee continued to lease the Leased Premises.
- (b) NSF Check Charge. Lessee agrees to pay a \$40.00 fee for each check returned for insufficient funds or that cannot be cashed on the day it is received or presented for payment. Said NSF charge shall be in addition to any applicable late charge, and shall constitute additional rent due hereunder. No postdated checks will be accepted as rental payment.
- (c) If City must commence an unlawful detainer action to seek restitution of the rental premises as a result of Lessee's default in the payment of rent, City shall be entitled to judgment in the amount of double the rent due at the time of judgment pursuant to RCW 59.12.170.
- (d) In the event of any entry in, or taking possession of, the Leased Premises, City shall have the right, but not the obligation, to remove from the Leased Premises all personal property located thereon, and may place the same in storage at a public warehouse, at the expense and risk of the owners.
- (e) If at any time City waives any breach or default, or any right or option, such waiver shall not be construed to be a waiver of any other right or option, or any other past, existing or future breach or default.

(f) In the event Lessee is in default on any provision of this Lease and City seeks the services of an attorney to enforce such provision in default, City shall be entitled to recover all attorney's fees and costs expended in such enforcement, including the cost of preparation and service of all notices, and such fees, costs and expenses shall constitute additional rent due hereunder.

18. **CITY DEFAULT.** In the event City shall neglect or fail to perform or observe any of the covenants, provisions or conditions contained in this Lease on its part to be performed or observed within 30 days after Lessee's written notice to City (or if more than 30 days shall be required because of the nature of the breach, if City shall fail to proceed diligently to cure such breach after notice), then, in that event, City shall be in default under the provisions of this Lease, and Lessee will have the option to terminate this Lease.

19. **NOTICES.** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

LESSEE:

MARYSVILLE LITTLE LEAGUE

Telephone: _____

CITY:

CITY OF MARYSVILLE
Parks, Culture & Recreation
6915 Armar Road
Marysville, WA 98270

or at such other address as either party designates by written notice to the other party. All notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed.

20. **NO WAIVER OF COVENANTS.** No waiver shall be implied from an omission by either party to take any action related to breach of any covenant, term, or condition of this Lease. The acceptance by City of rent with knowledge of the breach of any of the terms, conditions, or covenants of this Lease by Lessee shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

21. **SUCCESSORS AND ASSIGNS.** The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this Lease permit, assigns of the parties hereto. The words "City" and "Lessee" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms or corporations which may be or become parties to this Lease.

22. **TIME.** Time is of the essence of this Lease.

23. **ENTIRE AGREEMENT AND AMENDMENTS.** This Lease contains all of the agreements between the parties with respect to any matter covered or mentioned in the Lease, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this Lease.

DATED _____, 2020

DATED _____, 2020

THE CITY OF MARYSVILLE, City

MARYSVILLE LITTLE LEAGUE, Lessee

By _____
JON NEHRING, Mayor

By _____
Its _____

Approved as to form:

By _____
Jon Walker, City Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that the JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged that he was authorized to execute the instrument, and acknowledged it as the Mayor of the CITY OF MARYSVILLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2020.

(Notary Signature)

(Print Name)
NOTARY PUBLIC in and for the State of Washington
Residing at (city): _____
My commission expires: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

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

DATED this _____ day of _____, 2020.

(Notary Signature)

(Print Name)
NOTARY PUBLIC in and for the State of Washington
Residing at (city): _____
My commission expires: _____

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/23/20

AGENDA ITEM:	
Amendment to Golf Management Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Tara Mizell	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Yes	
BUDGET CODE:	AMOUNT:
<p>SUMMARY: The City of Marysville approved a contract with Premier Golf Centers, LLC in February of 2015. Staff worked with Premier to develop a few brief amendment items to the contract. Changes are recommended to update the effective date and term of the agreement. In addition, it clarifies some items including golf course maintenance, annual budget approval, fees, base management fee and annual growth incentive fees.</p>	

<p>RECOMMENDED ACTION: Staff recommend approval of the amendments to the City of Marysville Cedarcrest Golf Course Management Agreement.</p>
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AGREEMENT RENEWAL | AMENDMENT #1

Golf Course Management Agreement, dated 2/23/2015, between the City of Marysville and Premier Golf Centers, LLC is hereby amended as follows:

Exercise Contract Renewal Option:

Amend: 1.19 Effective Date:

“Effective Date” shall mean December 31, 2015 at 11:59 p.m.

To Read: 1.19 Effective Date:

“Effective Date” shall mean March 1, 2020 at 11:59 p.m.

Amend: 4.1 Term of Agreement

The initial term of this agreement shall be for five (5) years, with two (2) five (5) year renewals at the City’s option, beginning on the Effective Date of March 1, 2015.

To Read 4.1: Term of Agreement

The term of this agreement shall be for five (5) years, with one (1) five (5) year renewal at the City’s option, beginning on the Effective Date of March 1, 2020.

Amend: 5.1(F) Golf Course Maintenance

(Full paragraph) Within sixty (60) days of the execution of this agreement, operator will commence year round maintenance services which shall include, but not be limited to, maintenance staff management, turf management, natural areas, landscaping, tree maintenance, irrigation system, environmental compliance, record keeping and reporting and other miscellaneous maintenance within the golf course property. Maintenance of the golf course will be in accordance with the standards set forth in Exhibit C of this Agreement. The City may delay the commencement of the Operators assumption of maintenance responsibilities by giving the Operator written notice that the City will continue providing maintenance services for the Golf Course. Such notice shall be given to the Operator within forty-five (45) days of the execution of this Agreement. If the City elects to delay commencement of the Operator’s assumption of maintenance responsibilities, the City shall provide written notice to the Operator for the duration of the delay. The duration of the delay shall be no more than sixty (60) days unless otherwise agreed by the parties. The City shall be responsible for all Golf Course maintenance until the end of the stated delay.

To Read: 5.1(F) Golf Course Maintenance

(Full paragraph) The Operator shall provide year-round maintenance services which shall include, but not be limited to, maintenance staff management, turf management, natural areas, landscaping, tree maintenance, irrigation system, environmental compliance, record keeping and

reporting and other miscellaneous maintenance within the golf course property. Maintenance of the golf course will be in accordance with the standards set forth in Exhibit C of this Agreement.

Amend: 6.1 Budget

(Sentence one-three) The Operator shall submit to the City, for its review and approval, the Annual Budget for each Operating Year after the first Operating Year of this Agreement. The Budget for the first Operating Year will be provided by the City. Beginning in 2016, the operator will submit a proposed Budget no later than a date to be determined each year under the Agreement for the upcoming calendar year (by way of example, the proposed Budget for Operating Year/Calendar year 2016, by June 1 of 2015)

To Read: 6.1 Budget

(Sentence one-three) The Operator shall submit to the City, for its review and approval, the Annual Budget for each Operating Year. The operator will submit a proposed Budget no later than a date to be determined each year under the Agreement for the upcoming calendar year (by way of example, the proposed Budget for Operating Year/Calendar year 2021, by June 1 of 2020)

Amend: 6.2 Budget

(Sentence one) Beginning the date to be determined and on or about February 2016th of each Operating Year during the term...

To Read: 6.2 Budget

(Sentence one) Beginning the date to be determined and on or about February 20th of each Operating Year during the term...

Amend: 6.2 Fees

(Sentence one-two) Initially all Fees and Charges shall be the Current Fees and Charges schedule that have been approved by the City. Beginning with the Operator's submission of the proposed 2016 Budget on a date to be determined.

Eliminate: 6.2 Fees

(Eliminate Sentence one-two)

Add: 7.1 - R: Procurement Benefit

“Operator shall arrange for the procurement, as a Direct Cost, of all operating supplies, operating equipment, inventories and services as are deemed necessary to the normal and ordinary course of operation of the Golf Course in accordance with the operating procedures. In purchasing operating supplies, operating equipment, inventories (including merchandise to be sold in the golf shop) and services for the Golf Course, Operator may utilize its purchasing procurement services and/or other group buying techniques involving other affiliated golf courses managed by Operator, provided that the cost thereof shall be competitive with that which would be charged by non-affiliated third

party vendors in an arms-length transaction. In connection therewith, City shall be entitled to receive any and all price discounts or credits that are available under such programs of the specific item or services provided to the Golf Course; provided that Operator may receive and retain a fee or other compensation from vendors and service providers based on aggregate purchases of such items or services in exchange for Operator's services in making the benefit of volume purchases available to the Golf Course or negotiating and implementing the arrangements with such vendors or providers, provided that the cost shall be competitive as aforesaid. City shall have the option to opt out of Operator's procurement program at any time by providing written notice to Operator of its intent to opt out."

Amend: 8.1 Base Management Fee

(Sentence one) During the term of the agreement, the City shall pay the Operator and annual fee of Ninety-Six Thousand Dollars and No Cents (\$96,000.00) per year or on a monthly basis, a fixed amount of Eight Thousand Dollars and No Cents (\$8,000.00) per month ("the Management Fee")

To Read 8.1: Base Management Fee

(Sentence one) During the term of the agreement, the City shall pay the Operator and annual fee of One Hundred Seven Thousand, One Hundred and Twelve Dollars and No Cents (\$107,112.00) per year or on a monthly basis, a fixed amount of Eight Thousand Nine Hundred and Twenty Six Dollars and No Cents (\$8,926.00) per month ("the Management Fee")

Amend: 8.1 Base Management Fee

(Last sentence) Starting in year two, any increase to the Management Fee shall be based on the Seattle-Tacoma-Bremerton Consumer Price Index (CPI-W) for June with no less than zero percent (0%) and no greater than three percent (3%).

To Read: 8.1 Base Management Fee

(last sentence) Starting in year two, any increase to the Management Fee shall be based on the Seattle-Tacoma-Bellevue Consumer Price Index (CPI-W) for June with no less than zero percent (0%) and no greater than three percent (3%).

Amend: 8.2: Annual Growth Incentive Fee

(full paragraph) During the course of this contract, the City shall pay the Operator an Annual Growth Incentive based on the financial performance of the golf course. The City shall pay the operator a five percent (5%) annual growth incentive if Total Net Revenues exceed base level adjusted annually for inflation as the CPI identified in Section 8.1 of this Agreement. Total Net Revenues is total revenues excluding sales tax, admission tax and cost of goods sold from Merchandise and Lessons. The following table depicts a sample to be used to calculate the annual growth incentive. For calculation of the Annual Growth Incentive direct operating expenses will not exceed the approved annual budget.

To Read: 8.2: Annual Growth Incentive Fee

(full paragraph) During the course of this contract, the City shall pay the Operator an Annual Growth Incentive based on the financial performance of the golf course. The City shall pay the operator a five percent (5%) annual growth incentive if Total Net Revenues exceed base level adjusted annually for inflation as the CPI identified in Section 8.1 of this Agreement. Total Net Revenues is total revenues excluding sales tax, admission tax and cost of goods sold from Merchandise and Lessons. Also excluded are revenues associated with the initial \$1,500 in tent rentals and the initial \$2,500 (amount of annual subscription paid by City) in revenues received annually for Golf Genius. The inclusion or exclusion (in the calculation of Total Net Revenues) of “new” revenue streams will be mutually agreed upon by the City and Premier Golf. The following table depicts a sample to be used to calculate the annual growth incentive. For calculation of the Annual Growth Incentive direct operating expenses will not exceed the approved annual budget.

Amend: Example Table of Incentive Program as seen in original agreement

To Read: Example: See 8.2.2 for calculation formula

CEDARCREST INCENTIVE PROGRAM				
	2017-2019			Example
Category	(3) Year Avg	% Net	Base	Based on 2019
Green Fees	\$ 722,761	100%	\$ 722,761	\$ 833,430
Golf Cart Rentals	\$ 225,274	100%	\$ 225,274	\$ 265,364
Merchandise	\$ 141,695	35%	\$ 49,593	\$ 61,632
Lessons	\$ 5,143	20%	\$ 1,028	\$ 819
Total	\$ 1,094,873		\$ 998,656	\$ 1,160,426
Net Revenue Growth				\$ 161,770
Annual Growth Incentive				\$ 8,088.48

The actual numbers will vary slightly as calculations are reconciled with city year-end numbers.

Amend Cost of Goods Assumptions (located under example of 8.2)

Merchandise	35%
Lesson Commissions	80%

Amend Cost of Goods Assumptions (located under example of 8.2)

Merchandise	65% COGS 35% Net Revenue
Lesson Commissions	80% COGS 20% Net Revenue

Eliminate: 8.2.1: Annual Growth Incentive Fee

(final sentence) Between Effective Date of the Contract and calendar year 2015, the Contractor will not receive an incentive payment. It will only receive its management fee (in addition to reimbursement of direct costs and merchandise cost of goods sold).

Amend: 8.2.2: Annual Growth Incentive Fee

(first sentence) Incentive payments are based on the prior year Net Revenue

To Read: 8.2.2: Annual Growth Incentive Fee

(first sentence) Incentive payments are based on the three-year (2017-2019) average of Net Revenue. The defined three-year (2017-2019) average of Net Revenue will serve as the baseline throughout the entire five-year agreement.

All other terms, conditions and language within the original contract shall remain the same

THE CITY OF MARYSVILLE CEDARCREST GOLF COURSE MANAGEMENT AGREEMENT

This Golf Course Management Agreement ("Agreement") is entered into by and between the City of Marysville ("City"), a municipal corporation of the State of Washington, with principal address at 1049 State Avenue, Marysville, WA 98270 and Premier Golf Centers, LLC, and its subsidiary, PGC Interbay, LLC ("Operator") with principal address at 2466 Westlake Avenue North #8, Seattle, WA 98109.

RECITALS:

WHEREAS, the City owns the Cedarcrest Golf Course and related facilities ("Golf Course"); and

WHEREAS, the City desires to enter into an agreement with an experienced public and/or municipal Golf Course Operator to provide for the overall management and operation of golf services and the collection of fees therefrom to ensure the highest quality of golf programs and related benefits for the public while operating within the budget approved by the City; and

WHEREAS, the City issued a Request for Proposal in order to select a Golf Course Operator and Operator submitted the successful proposal; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions.

- 1.1 "Adjusted Gross Revenue" means Gross Revenue earned from the operation of the City's Golf Course reduced only by a) Washington State sales taxes and other tax imposed by any government agency on sales, b) admissions taxes collected, and c) revenue collected from the sale or surplus of equipment associated with golf course maintenance.
- 1.2 "Annual Budget" means the annual budget for the Golf Course. The proposed Annual Budget shall be delivered by the Operator to the City by June 1st of each year.
- 1.3 "Approved Annual Budget" means the Golf Course budget that is approved by the City.
- 1.4 "Capital Expenditure" means any expenditure for new or replacement capital equipment or improvements to the Golf Course that have an anticipated useful life equal to or greater than one (1) year and a cost of 5000 (Five Thousand Dollars) or greater
- 1.5 "City" means the City of Marysville, a municipal corporation, and its elected officials and any department or subdivision thereof.
- 1.6 "Dark" means ½ hour after sunset until ½ hour before sunrise.
- 1.7 "Department" means the City of Marysville's Department of Parks and Recreation.
- 1.8 "Direct Cost" means any cost which is directly related to the normal and ordinary staffing, operations, or routine maintenance of the Golf Course as approved by the City in the Annual Budget as further defined in Section 7.1.
- 1.9 "Director" means the Director of the Parks and Recreation responsible for the management of the Golf Course Management Agreement and the overall operations of the City Golf Course.
- 1.10 "Cost of Goods Sold": "Cost of goods Sold" shall mean annual cost of Pro Shop merchandise sold, plus actual cost of food and beverage sold, plus the commissions paid on Lessons given.
- 1.11 "Effective Date" means the date listed in Section 4.1 of the Agreement.

- 1.12 “Executive” means any person who has a financial interest in Premier Golf Centers, LLC or any officer of the company with the title of Chief Executive, Chief Financial, or Director.
- 1.13 “Fees and Charges” means the fees and charges for use of the Golf Courses (greens fees and cart rental fees) as approved by the City for the applicable Operating Year.
- 1.14. This section left intentionally blank.
- 1.15 This section intentionally left blank.
- 1.16 “Golf Course” means all of the buildings, grounds, fixtures, structures, restrooms, equipment, computers, tools, vehicles, fencing, utilities and all appurtenances thereto.
- 1.17 “Golf Lessons” means the professional golf instruction given at the Golf Courses by either the Class “A” PGA Golf Professional or qualified golf instructors as approved by the City, the Department and employed or subcontracted by the Operator.
- 1.18 “Gross Revenue” means any and all income received from the operation of the City’s Golf Course and business conducted from or at the Golf Course, including but not limited to the proceeds from all retail and wholesale sales and fees. The term “Gross Revenue” does not mean or include the amount of money refunded to, and not merely credited to the account of, customers who return or do not accept merchandise sold by Operator; any exchange of merchandise between locations or the central warehouses where such exchange is made solely for the convenient operation of Operator’s business; returns to shippers or manufacturers; any discount allowed by Operator to customers; or business conducted by Operator from the Operator Offices or Premises on behalf of non-City entities.
- 1.19 “Operating Year” means:
- A. The first Operating Year shall commence on the Effective Date and end on December 31, 2015 at 11:59 p.m.
 - B. Each Operating Year thereafter shall comprise the period of twelve (12) full calendar months.
- 1.20 “Operator” means Premier Golf Centers, LLC and its subsidiary, PGC Interbay, LLC (the professional golf course operating company selected to operate the City’s Golf Course.)
- 1.21 “Operator Offices” means space located at the Cedarcrest Golf Course.
- 1.22 “Prepays” means money received on account as a credit available towards customers or groups. Gift cards are accessed by a physical card and good for any item. Credit books are designated by number and are generally for golf merchandise only unless they are temporary accounts set up for prepaid deposits on banquets or tournaments.
- 1.23 “Pro Shop” means the golf and merchandise facilities located at the Golf Course.
- 1.24 “Restaurants” means the food and beverage dining facilities located at the Golf Course. Vending machines, remote food carts, and other food-related activities on the Golf Course are included in the definition of “Restaurants.”
- 1.25 “Property” means the real property upon which the Golf Course is located. The Property is described in Exhibit A hereto.

- 1.26 "Standard Operating Procedure Manual" means the Operating Procedures Manual as recognized in Exhibit "D" which will be updated and supported by Operator through the length of the Agreement.
2. RETENTION OF OPERATOR.
The City hereby retains the Operator for the management and operation of the Golf Course and all related facilities and services, including, but not limited to, the Golf Course, Pro Shop, Golf Cart Rentals, on course restrooms and all other Buildings located at the Golf Course, excluding the Golf Restaurant building. The City's Request for Proposal/Request for Information dated November, 2014 and the Operator's response to this Request for Proposal/Request for Information dated December 18, 2014 are incorporated into this Agreement by reference.
- 2.1 INDEPENDENT CONTRACTOR STATUS
The services and deliverables shall be furnished by the Operator as an independent Operator, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the City with respect to payments to Operator. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of Operator's status as an independent Operator hereunder, no workers' compensation insurance has been or will be obtained by the City on account of Operator. Operator may be required to provide the City proof of payment of these said taxes and benefits. If the City is assessed or deemed liable in any manner for those charges or taxes, the Operator agrees to hold the City harmless from those costs, including attorney's fees.
3. ACCEPTANCE.
Prior to the Effective Date of this Agreement, the Operator has made an inspection of the Golf Course and related fixtures and facilities and hereby accepts their condition for purposes of this Agreement on an "as is" basis.
4. TERM.
4.1 Term of Agreement. The initial term of this Agreement shall be for five (5) years, with two (2) five (5) year renewals at the City's option, beginning on the Effective Date of March 1, 2015.
4.2 Upon termination of the Agreement, all employees and agents of the Operator shall vacate the premises of the Golf Course and shall have no further rights or duties thereon, except to ensure and organize a proper transfer of the premises, equipment and property, records and all inventories and pre-pays (credit books and gift cards) of the Golf Course back to the City.
4.3 Termination for Convenience. Either party to this Agreement shall have the right to terminate this Agreement by delivering to the other party written notice of its intention to terminate at least ninety (90) days prior to the effective date of the termination.
5. OPERATOR'S BASIC SERVICE OBLIGATIONS.
5.1 Golf Management Services. The Operator shall sell, rent, lease, store and repair golf equipment, sell golf-related clothing and supplies, provide instructional services in the playing of golf, and operate the Golf Course, Pro Shop, Golf Cart rentals as set forth in this Agreement. The Operator shall employ a Class "A" PGA Professional in a supervisory capacity and may employ supervisors, golf professionals and other personnel at the Golf Course, subject to the approval of the City.

A. Merchandise. The Operator is authorized to make purchases in order to provide and maintain in the Pro Shop such inventory of golf merchandise as deemed necessary within the City's Approved Annual Budget to adequately meet the expectations of the public. After written notice to and consultation with the Operator, the City shall have the right to prohibit the sale and rental of any item of merchandise if the City, in its sole

discretion, determines that the item(s) is of such inferior quality as to not be in the public interest to be offered for sale or that such item(s) is not necessary or desirable for proper service to the public. Unless otherwise approved by the Director or designee, the Operator will maintain minimum/maximum inventory levels for sale in the Pro Shop as determined by the City.

- B. The City reserves the right to require that the Operator shall keep a system of accounts for prepaid books (credit books) of tournament winnings awarded at the course for tournament play. The course manager shall control the credit book accounts such that he or she can only increase or decrease winners' book accounts. The system will only allow a total increase to winners' book accounts by no more than the total available in the tournaments' credit book account. The Operator shall be able to run reports for all tournaments at the course and to check all credit book balance sheets. Credit book holders shall be able to spend funds at the City golf course.
 - C. Golf Lessons. The Operator shall provide for Golf Lessons by employing qualified instructors accredited by the PGA and the PGA apprentice program. The Operator shall cause all golf instructors, including Class "A" PGA Golf Professionals, to comply with the rules and regulations of the Golf Course Standard Operating Procedures
 - D. Golf Programs. Operator shall implement and promote golf programs as provided in the Golf Course Standard Operating Procedures by providing group lessons and general golf instruction, and by conducting tournaments for men's and women's clubs, junior and senior groups, leagues and outings.
 - E. Minimum Hours of Operation. At a minimum, the facilities shall initially be open and available to the public as listed on Exhibit B attached herein. Thereafter the days of operation and daily hours of operation shall be as recommended by the Operator and as approved by the Director.
 - F. Golf Course Maintenance. Within sixty (60) days of the execution of this agreement, Operator will commence year round maintenance services which shall include, but not be limited to, maintenance staff management, turf management, natural areas, landscaping, tree maintenance, irrigation system, environmental compliance, record keeping and reporting and other miscellaneous maintenance within the golf course property. Maintenance of the golf course will be in accordance with the city standards set forth in Exhibit C of this Agreement. The City may delay the commencement of the Operator's assumption of maintenance responsibilities by giving the Operator written notice that the City will continue providing maintenance services for the Golf Course. Such notice shall be given to the Operator within forty-five (45) days of the execution of this Agreement. If the City elects to delay commencement of the Operator's assumption of maintenance responsibilities, the City shall provide written notice to the Operator for the duration of the delay. The duration of the delay shall be no more than sixty (60) days unless otherwise agreed by the parties. The City shall be responsible for all Golf Course maintenance until the end of the stated delay.
- 5.2 Building and Equipment Maintenance Services. Throughout the term of this Agreement, the Operator shall keep and maintain in good, operable, usable and sanitary order and repair the interiors and hard surface exteriors contiguous to the parking lots of the Golf Course, including, but not limited to, the Pro Shops, on course restrooms, storage spaces, and golf cart rentals, and all buildings, structures, improvements, fixtures, equipment and utility systems, which may now or hereafter exist on or in the Golf Course. The Operator shall provide for such ordinary repairs, replacements, rebuilding and restoration as may be required in compliance with this Agreement. All such replacements, rebuilding and

restoration, but not repair, shall be approved in writing by the City prior to implementation. Maintenance that would exceed the Annual Approved Budgeted amount shall be approved in writing by the City prior to implementation.

- 5.3 Improvements. Any improvements, additions, alterations or changes (collectively, "Improvements") to the Golf Course facility, shall be subject to written approval by the City, prior to the commencement of the improvements work. Securing of applicable permits and compliance with such terms and conditions as may be imposed by the City and may be reimbursable under this Agreement.
- 5.4 City Ownership. Except for leased equipment and proprietary property of the Operator, the ownership of all Golf Course structures, buildings, equipment or improvements thereto or thereon, merchandise, golf hand carts and Golf Course maintenance equipment constructed or acquired by the City, or by Operator on behalf of the City, and all alterations, additions or betterments thereto, shall remain with and be owned by the City.
- 5.5 Inventories. The Operator and the City shall jointly inventory City-owned equipment following a mutually agreeable schedule, but no less than every two years.
- 5.6 Inspections. The City may conduct both scheduled and unscheduled inspections of the Golf Course without interrupting the normal operations. The City shall retain a written report of such inspections for reference and a copy of the report shall be forwarded to the Operator. The Operator shall review the report and prepare a written response to the noted exceptions and findings within fifteen (15) days of the receipt of the report, including contemplated courses of action to correct the noted exceptions and findings. After consulting with the Director or designee, the Operator shall take corrective action suggested by the Director or designee.

6. OPERATING RESPONSIBILITIES.

- 6.1 Budget. The Operator shall submit to the City, for its review and approval, the Annual Budget for each Operating Year after the first Operating Year of this Agreement. The Budget for the first Operating Year will be provided by the City. Beginning in 2016, the Operator will submit a proposed Budget no later than a date to be determined each year under the Agreement for the upcoming calendar year (by way of example, the proposed Budget for Operating Year/calendar year 2016 by June 1 of 2015). The City shall approve, disapprove and adjust the proposed Budget a date to be determined each year as part of its budget process. Each proposed Budget shall be in a format acceptable to the City and shall include, but not be limited to, proposed Fees and Charges, the projected number of Operator employees, the projected number of rounds of golf played, and all projected revenues for the Golf Course and the proposed Direct Costs and expenses, identifying those that are paid by the Operator and reimbursed by the City. After consultation with Operator, the Director or designee shall have the authority to negotiate changes to the proposed Budget including, but not limited to, the projected revenue, projected costs and the method of cost allocation and marketing.
- 6.2 Annual Reports. Beginning on a date to be determined, and on or about February 2016th of each Operating Year during the Term, the Operator shall submit to the Director or designee, for his or her review and approval, an annual report ("Report"). Each Report shall include a description of the physical condition of the Golf Course and list any repairs or improvements made during the most recently concluded Operating Year. Each Report also shall include a detailed revenue, cost and expense report in a form acceptable to the City. Reports will be submitted by the Operator in written form and as electronic media using mutually agreeable software. If the Director or designee does not approve the Report, the Operator shall take all corrective action and submit a revised report to the Director or designee for review and approval. The Operator will include an Annual Report presentation to the City Council.

- 6.2a. A report of all inventories as of December 31st of each year shall be submitted to the Director or designee by January 15th of each year.
- 6.3 Monthly Reports. The Operator shall submit to the City, for its review and approval, on or before the twentieth (20th) day of the month following each month of operations under this Agreement, a detailed and complete Monthly Operating Report. Each Monthly Report shall include a summary regarding the physical condition of the Golf Course and any repairs or improvements made during the most recently concluded month, as well as a monthly inventory. Each Monthly Report also shall include a summary of the financial condition of the Golf Course including the revenue by category and course, the detailed categorized costs and other financial data as may be required by the City. The Operator shall provide additional information and documentation relating to any expense or income entry as the City may require. Monthly Reports will be submitted by the Operator in written form and as electronic media using mutually agreeable software.
- 6.3a. Other Reports. A Loss Report shall be submitted to the Finance Director or designee within forty-eight (48) hours for any loss of any asset or inventory, including cash, valued at \$100 or more which, as required by State law, will be reported to the State Auditor.
- 6.4 Compliance with Laws. The Operator shall comply with all municipal ordinances, all state and federal laws, and all regulations applicable to the operation of the Golf Course and the management services provided under this Agreement. The Operator will comply with all applicable laws and regulations applicable to management or service contracts that involve facilities financed with tax-exempt bonds under federal tax law.
- 6.4a. The Operator shall not knowingly permit any illegal activities to be conducted on or at the premises of the Golf Course. The Operator shall obtain all such required permits or licenses from the appropriate regulatory agency before undertaking any regulated activity.
- 6.5 This section intentionally left blank.
- 6.6 Compliance with Rules and Regulations. The Operator shall comply with all rules and regulations set forth in the Golf Course Standard Operating Procedures Manual and will enforce all such rules at the Golf Course.
- 6.7 Operator's Obligations to Refrain from Discrimination (Equality of Treatment).
- The Operator agrees to take all steps necessary to comply with all federal, state and City laws and policies regarding nondiscrimination and equal employment opportunities. The Operator shall not discriminate because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age marital status, familial status, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the Operator with any of the non-discrimination provisions of this Contract, the City shall be deemed to have cause to terminate this Contract, in whole or in part.
- 6.8 Signs. The Operator shall not post any signs at the Golf Course property including fence lines, without the prior approval of the City.
- 6.9 Marketing and Advertising. The Operator shall use its best efforts to maximize the public use of the Golf Course by effectively marketing and promoting the Golf Course to ensure financial and operating success. For each operating year, the Operator shall submit to the City as a part of the proposed Budget a complete marketing and advertising plan and shall include a year-end marketing and advertising report along with the Annual Report concerning all activities undertaken by the Operator with respect to the approved marketing and promotion plan for the applicable Operating Year. The City reserves all advertising rights associated with the Golf Course and Operator will purchase any advertising on behalf of the City.

- 6.10 Utilities. Upon commencement of the term of this Agreement, the City shall be responsible for arranging for the utility services required by the Golf Course, including, but not limited to, water, gas, electricity, sewer service and trash removal. The Operator will be responsible for all telephone, internet, cable and building security utilities. The Operator acknowledges that during the term of this Agreement there may be a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system or electrical apparatus or wires serving the Golf Course. Any expenses incurred by the Operator to correct any such defect, deficiency or impairment shall be a Direct Cost, aside from capital expenditures. The City will be responsible for any and all utility payments and or deposits required for utility services and such payments and or deposits will not be reimbursed as a Direct Cost.
- 6.11 Safety. The Operator shall immediately correct any unsafe conditions to the premises of the Golf Course, and/or notify the City of any potentially unsafe conditions, as well as any potentially unsafe practices occurring thereon. The Operator shall contact an emergency medical response provider as soon as reasonably possible after becoming aware of any person on or at any of the Golf Course who is in need of medical attention because of illness or injury. The Operator is required to contact the City immediately for any injuries sustained on the course and shall cooperate fully with the City in the investigation of any accidental injury or death occurring at the Golf Course and shall submit promptly to the Director or designee an accident report describing any injuries or deaths at the Golf Course. An incident log will be maintained at the Golf Course by the Operator.
- 6.12 Use of Facilities Restrictions. The Operator shall obtain from the Director or designee prior written approval of any events or activities not otherwise specifically provided for or authorized under the Agreement, or any extraordinary events or activities requiring the exclusive use of any of the Golf Courses or any portion thereof. The City retains exclusive use of the storage room enclosed within the top floor of the course Maintenance Building for storage and access of holiday decorations utilized within the city. City will contact Operator for any and all access needs with 24 hour notice. All content(s) will belong to the city and be maintained and insured by city.
- 6.13 Meetings. Representatives of the Operator and the City shall, at a minimum, meet monthly and at such other times as may be required by the City to review the Operator's performance under this Agreement, to review the monthly financial reports submitted by Operator, and discuss any problems or emerging issues.
- 6.14 Fees. Initially all Fees and Charges shall be the Current Fees and Charges schedule that have been approved by the City. Beginning with the Operator's submission of the proposed 2016 Budget on a date to be determined, the Operator shall propose Fees and Charges for the coming year to the Parks and Recreation Advisory Board for final recommendation to the City Council. The Operator, in the exercise of its professional judgment, shall recommend Fees and Charges at such rates that will best meet the goals of maximizing Golf Course net revenue and the positive golfing experience of golfers of all ages and skills. The City will review, revise as needed, and establish Fees and Charges for the upcoming operating year.

The Operator shall also propose for approval by the City: a) off-season fees for rounds of golf, cart fees, for all other golf services at the Golf Courses and/or temporarily lower fees, discounts, or promotional programs not identified within the Standard Operating Procedures Manual located within Exhibit D

These fees include all charges directly related to Golf Course operations including course fees, fees for classes and lessons, equipment fees and other usual Golf Course fees and charges paid by golfers. Retail pricing within the Pro Shop, equipment and supplies, are not included in Fees and Charges and shall be proposed by the Operator in its proposed Budget, or at other times, and shall be approved by the City without legislative approval.

If the Operator proposes an increase in the maximum fees authorized under this Agreement other than in the proposed Budget submission, the Operator shall submit such proposed changes to the City for approval at least ninety (90) days prior to the proposed implementation date.

The parties recognize that any increase in the maximum fees authorized under this Agreement can be approved by the Director or designee up to, but not exceeding the maximum fee approved in the City of Parks and Recreation Fees and Charges Schedule which is adopted by City Council by Ordinance. Any increase in fees to exceed the existing Fees and Charges Schedule shall be in the Operator's proposed Budget and shall be approved in advance by the City Council.

Except as specifically authorized in writing and by mutual agreement, employees of the Operator shall not receive discounts to the above listed fees.

6.14.1 Restaurant, and other Goods and Services. The Operator shall work with the restaurant lessee to coordinate the activities of the restaurant and the golf course.

6.15 Business License, and permits.

6.15.1 Business License and Permits. Operator shall obtain all necessary state and local licenses and permits necessary to conduct business at the Golf Course.

6.15.2 Reimbursed Direct Costs And Expenses. The City will reimburse Operator, as a Direct Cost, Snohomish County Department of Public Health permits and inspections, Washington State Department of Transportation Highway Signage Fees and other permits and fees directly related to the operation of the Golf Course and approved by the City in the Approved Budget. Any Operator legal and administrative costs associated with obtaining these licenses and permits must be approved in advance by the City. Any late charges or penalties incurred by the Operator that are associated with obtaining these licenses and permits will not be reimbursed by the City.

7. COSTS AND EXPENDITURES.

7.1 Direct Costs. All Direct Costs (the normal and ordinary costs of operating and maintaining the Golf Courses) shall be paid by the Operator from the Operator's bank account, and Operator shall be reimbursed by the City. The City will reimburse Direct Costs without mark-up or profit to the Operator, and such costs will include only the amount paid to unrelated persons as listed in the Operator's proposal response dated December 18, 2014. The amounts paid by the Operator for salaries, wages, compensation and benefits to its employees that are to be reimbursed by the City are required to be determined at fair market value and not be based upon any share of net profits from the operation of the Golf Courses. In addition, amounts paid by the Operator as compensation to its "executive" *personnel, including those "executives" located on site or offsite, are not to be reimbursed as Direct Costs but instead are to be included as part of the Management Fee provided in Section 8 below.* Subject to the above limitations, a Direct Cost shall be any cost which is directly related to the normal and ordinary staffing, operations or maintenance of the Golf Courses only when approved by the City in the Approved Budget or when proposed by the Operator and approved in writing by the City, including but not limited to the following:

- A. Operator employee salaries, wages and compensation.
 - B. Operator's employee benefits including vacation, sick leave, health insurance, disability insurance and worker's compensation insurance.
 - C. Employee Incentives and Bonuses. Employee incentives that comply with City policies are authorized and will be considered a Direct Cost. These incentives are to express employee appreciation, and are generally of minimal value (less than twenty-five dollars); the reimbursement request for any incentives that comply with City policies must be submitted on the appropriate form(s). Any other employee incentive or bonus will be excluded as a Direct Cost and will be paid at Operator's sole expense.
 - D. Food for Operator Employees. Food provided to employees that complies with City policies is authorized and will be considered a Direct Cost. Generally food is only authorized as a Direct Cost if it is provided for employee training sessions that last 4 (four) hours or more and is in a location where it is impractical for employees to make individual arrangements for food. All other food provided to employees will be excluded as a Direct Cost and will be at the Operator's or employees sole expense.
 - E. Personal Mileage Reimbursement. Reimbursement of Operator employee usage of personal cars for business purposes shall be considered a Direct Cost, up to the then current rate approved by the IRS. Operator employees requesting mileage reimbursement shall maintain and submit mileage/trip logs as may be required by the City. Mileage will be reimbursed at the current rate authorized by the IRS. The employee must submit with the reimbursement request a log of beginning and ending mileage and beginning and ending location and the business reason for the travel. City is not required to pay costs of an Operator employee commuting between home and work.
 - F. Lease and/or rental of equipment.
 - G. Repair and maintenance of golf and hand carts, irrigation systems and capital equipment.
 - H. Uniforms, laundry and linens.
 - I. Operating supplies, office supplies, cleaning supplies and other miscellaneous supplies.
 - J. Audit. Performance or financial audits that may be required by the City.
 - K. Advertising and marketing expenses.
 - L. Travel. Travel for reasonable, necessary and normal business purposes is a Direct Cost, but must comply with City policies for reimbursement limits. These limits include flying coach on airlines; food and lodging is limited to the City's policy or General Services Administration (GSA.gov) Per Diem. Travel will only be reimbursed for Operator's employees, and not for any family or non-employees traveling with the employee.
 - M. Telephone, postage and freight directly related to the operation of the Golf Course.
 - N. Utilities including natural gas, water, electric power, telephone, garbage, recycling and trash collection which are direct costs of the golf operations whether paid by Operator or City.
 - O. Parking lot maintenance.
 - P. Washington State Business and Occupation taxes on the Direct Costs or reimbursement of same.
 - Q. Refunds. Refunds will be expensed and not deducted from revenue, and will be reimbursed by the City.
- 7.2 Direct Cost Budget. The Direct Cost Budget is a portion of the Budget including inventory.
- 7.3 Excluded Operating Costs. Those operating costs that are paid by the City but are not included in the Direct Cost Budget include and are not limited to the following:
- A. Those maintenance and/or operating costs that are due to any reason beyond Operator's reasonable control, an occurrence of force majeure including, without limitation, acts of God, riots, strikes, fires, provided, however, that such expense shall

continue only during the pendency of the particular occurrence of force majeure. Such excluded costs must exceed Five thousand dollars and no cents (\$5,000.00) per incident, and these costs are subject to the prior approval of the Director or designee. If such costs do not exceed Five thousand dollars and no cents (\$5,000.00) per incident, they shall be treated as Direct Costs.

B. Base Management Fees and Annual Growth Incentive Fee paid as part of this contract to the Operator.

7.4 Capital Expenditures. A Capital Expenditure is not a Direct Cost and must be approved by the Director or designee before it may be undertaken. The City may responsible for the cost of any Capital Expenditure. The City may request that the Operator contract for and make capital improvements and reimburse the Operator for these improvements per the Capital Budget and subject to applicable public works laws and procedures.

Any Capital Expenditures other than minor construction to be managed or implemented by Operator will be under a separate agreement between the City and the Operator or as an approved Amendment to this contract.

8. OPERATOR COMPENSATION.

8.1 Base Management Fee. During the term of the agreement, the City shall pay the Operator, an annual fee of Ninety-Six Thousand Dollars and No Cents (\$96,000.00) per year or on a monthly basis, a fixed amount of Eight Thousand Dollars and No Cents (\$8,000.00) per month (the "Management Fee"). The Management Fee for any partial month during the Term shall be made pro rata based upon the number of days in the month when this Agreement was in effect. For the purposes of pro rata calculations only it is agreed months will contain thirty (30) days. The City will pay the Management Fee by check mailed to the Operator within seven (7) working days (excluding City holidays) after receipt and City acceptance without contest or question of the Monthly Report and supported by an invoice from the Operator. Starting in year two, any increases to the Management Fee shall be based on the Seattle-Tacoma-Bremerton Consumer Price Index (CPI-W) for June with no less than zero percent (0%) and no greater than three percent (3%).

8.2 Annual Growth Incentive Fee

During the course of this Contract, the City shall pay the Operator an Annual Growth Incentive based on the financial performance of the golf course. The City shall pay the Operator a five percent (5%) annual growth incentive if Total Net Revenues exceed base level adjusted annually for inflation as the CPI identified in Section 8.1 of this Agreement. Total Net Revenues is total revenues excluding sales tax, admission tax and cost of goods sold from Merchandise and Lessons. The following table depicts a sample to be used to calculate the annual growth incentive. For calculation of the Annual Growth Incentive ~~percent growth~~ direct operating expenses will not exceed the ~~percent growth of Net Revenues~~ approved annual budget.

Example

	2014	% Net	Base	2015 Est.	2016 Est.	2017 Est.	2018 Est.
Green Fees	584,344.43	100%	584,344.43	598,953.04	613,926.87	629,275.04	645,006.91
Golf Cart Rentals	165,940.02	100%	165,940.02	170,088.52	174,340.73	178,699.25	183,166.73
Merchandise	86,209.21	35%	30,173.22	30,927.55	31,700.74	32,493.26	33,305.59
Lessons		80%	-	2,000.00	2,050.00	2,101.25	2,153.78
Total	838,507.66		780,457.67	801,969.12	822,018.34	842,568.80	863,633.02
Net Revenue Growth				21,511.44	20,049.23	20,550.46	21,064.22
Annual Growth Incentive				1,075.57	1,002.46	1,027.52	1,053.21

Cost of Goods Assumptions

Merchandise	35%
Lessons	
Commissions	80%

8.2.1 Between Effective Date of the Contract and calendar year 2015, the Contractor will not receive an incentive payment. It will only receive its management fee (in addition to reimbursement of direct costs and merchandise cost of goods sold).

8.2.2 Incentive payments are made based on the prior year Net Revenue. Payment will be made by the end of the first quarter for the preceding calendar year, subsequent to the financial closeout and verification of the prior year's performance.

8.3 Payment Procedures.

8.3.1 After receipt from the Operator of applicable invoices that have been approved without contest and accepted by the City, the City shall reimburse the Operator by mailed check for Direct Costs by the Operator within fourteen (14) business days, excluding City holidays and weekends, after receipt of the Operator's invoices in a form approved by the City.

8.3.2 The Operator shall submit original copies of all bills and invoices. Each bill and invoice shall be approved and shall be signed by an Operator management employee.

8.4 Reimbursement Submittals. The Operator will submit receipts, invoices for all Direct Costs and expenses to the City according to a schedule that has been approved by the City. The City reserves the right to review all reimbursement submittals, seek justification from the Operator and once accepted by the City, issue a reimbursement.

Salary reimbursement requests must include by employee: name, total hours, pay rate, total cost, and cost for each benefit (taxes, health insurance, etc.). The request must include a report from the Operator's payroll system that includes the above information.

- 8.4.1 At year-end, any reimbursement request must be separated by calendar year; any single request that includes expenses from two calendar years will not be reimbursed and returned to the Operator for resubmission as separate requests by year. To meet city's year-end close year-end reimbursement must be submitted within the first full week of January.
- 8.4.2 Reimbursement Summary. Each request shall include a summary that includes sub-totals listing each vendor, date paid, check number and amount. Attached to the summary will be the original invoice that was paid. A copy of the check must be attached to each invoice(s). Vendor invoices shall include detailed itemization and be on the vendor's letterhead or invoice with the vendor's name, address, etc., or if on an invoice form provided by the Operator, shall include identifying information and the vendor's signature.
- 8.4.3 Payment Approval and Certification. Prior to submission of any requests for reimbursement, the Operator shall provide a letter signed by the Operator's CEO that identifies all employees authorized to sign and approve reimbursement requests (on the summary page). Each summary invoice shall include a certification statement as follows:

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, services rendered or labor performed as described herein and the claim is a just, due and unpaid obligation against the City by the Operator, and I am authorized to authenticate and certify to said claim." The certification shall be signed and dated.

9. FINANCIAL AND ACCOUNTING PROCEDURES

- 9.1 Accounting Procedures. The Operator shall employ a method of accounting for all the revenues and expenses in connection with the operation of the Golf Courses in accordance with Generally Accepted Accounting Principles (GAAP), and that correctly and accurately reflect the gross receipts and disbursements received or made by the Operator from the operation of the Golf Courses. The Operator shall establish and implement adequate internal controls for this operation and all cashing and cash handling that comply with GAAP, and with the City's cash handling policies. The method of accounting, including bank accounts, established for the operation shall be separate from the accounting system used for any other business operated by the Operator.
- 9.2 Monthly Reports and Transactions. The Operator shall provide to the City a Monthly Report of the previous month's transactions and financial status of the Golf Courses.
- 9.2.1 Monthly Report. Within twenty (20) days of the end of each month, the Operator shall provide the City with a Monthly Report that includes the current month and year-to-date balance sheet, cash flow report, purchase records, inventory levels and income statement.
- 9.2.2 On a weekly basis and schedule provided by the City, the Operator will provide a copy of every bank deposit slip and a copy of every credit card batch settlement for the previous week, and a revenue report that separates the revenue by category and source approved by the City. Deposits must be made no less than indicated in the "Deposit Exception Certification" in Exhibit E.
- 9.2.3 After review of the above items, the City may request additional reports that detail previous transactions.

10. BUSINESS RECORDS.

10.1 Types of Records. The Operator shall keep and store within the city limits of Marysville, Washington the following records and documents:

- A. Regular books of account such as general ledgers;
- B. Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;
- C. Sales tax returns and checks and other documents proving payment of sums shown;
- D. Cash register tapes or computerized records for the identification of day-to-day sales;
- E. Logs showing the dates and times of greens usage and Golf Lessons at the Golf Course; and
- F. Any other accounting records that the City, in its sole discretion, deems necessary for proper reporting of receipts.
- G. All books and records will be turned over to the City after three (3) years for retention in City archives, in City-authorized storage boxes with a completed City archival form attached to each box as required and requested by the City Archivist.

10.2 Audit of Records. All documents, books and accounting records kept by the Operator pursuant to this Agreement shall be open for inspection by representatives of the City during usual business hours and at a location within the Marysville City limits during the term of this Agreement and for at least three (3) years thereafter. In addition, the City or its authorized representative may, from time to time, conduct an audit of the books of the operation of the Golf Courses and observe the operation of the business. The City will use its best efforts to minimize the interruption with the normal operation of the Golf Courses during any inspection or audit performed pursuant to the provisions of this section. The City and Operator will independently conduct and jointly conduct "surprise" cash and inventory audits as each deems appropriate. The results of the audits will be documented in a written report, a copy of which will be given to both parties.

10.3 Annual Financial Statements. The City may request and the Operator shall provide to the satisfaction of the City audits of financial statements and Golf Course operations. The audit shall be performed by independent certified public accountants or other persons designated by the City, and the cost of the audit shall be included as a Direct Cost of operation.

10.4 Public Records. All information obtained in connection with the City's inspections of the records or audits and all information submitted to the City may be or become subject to public inspection and/or reproduction as public records.

10.5 Loss of Assets. The Operator will provide the City with a report for any loss of assets (including cash) that exceeds \$100 (one hundred dollars). The report shall be submitted to the Director of designee within two (2) working days after discovery of the loss of the asset. The report shall be submitted on the City's Loss Report form as provide by the City and:

- 10.5.1 The exact or estimated amount of the loss.
- 10.5.2 Composition of the loss (cash/checks).
- 10.5.3 Date of the loss.
- 10.5.4 When and how the loss was discovered.
- 10.5.5 Whether it is known, who is responsible for the loss (and, if so, the name).
- 10.5.6 A copy of the police report shall be included in the report to the City.
- 10.5.7 Whether the loss is covered by insurance.

11. INSURANCE AND INDEMNITY.

11.1 Insurance.

- A. **Worker's Compensation Insurance.** The Operator shall keep in full force and effect at all times during the term of this Agreement worker's compensation insurance for all workers employed pursuant to this Agreement in compliance with RCW 51 and any applicable Federal statute. If any work is sublet, the Operator shall require its sub operator(s) similarly to provide worker's compensation insurance for all of the latter's employees unless all the employees are covered by the Operator.
- B. **Liability Insurance.** The Operator shall keep in full force and effect, at all times during the term of this Agreement, Commercial General Liability ("CGL") insurance using Insurance Services Office form CG0001(04-13) or the equivalent (including Premises/Operations, Products/Completed Operations, Personal Injury/Advertising Injury, Contractual Liability, Independent Contractors. Limits shall be not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Employer's Liability with limits not less than \$1,000,000 each accident, \$1,000,000 each employee and \$1,000,000 aggregate. Liquor Liability with limits not less than \$2,000,000 each occurrence and \$2,000,000 aggregate. Commercial Automobile Liability using Insurance Services Office form CA0001 (03-10) or the equivalent providing coverage for owned autos (if any), non-owned autos and hired autos. Umbrella/Excess Liability insurance with limits not less than \$5,000,000 each occurrence and \$5,000,000 aggregate. Such policy shall provide limits in excess of Commercial General Liability, Employer's Liability and Commercial Automobile Liability. "The City of Marysville shall be included as an additional insured under each policy for liability caused in whole or in part by the Operator. Coverage shall be primary and non-contributory with any insurance or self-insurance maintained by the City. The City shall be additional insured for both ongoing and completed operations on the Commercial General Liability policy using Insurance Services Office forms CG 2010(04-13) and CG2037(04-13) or the equivalent.
- C. **Property Insurance.** The City shall insure or self-insure real property and personal property, including new buildings and additions under construction on City premises (but excluding land such as greens, fairways, trees and landscaping), inventory and mobile equipment (including leased mobile equipment) for the current replacement value thereof subject to various deductibles for the benefit of both the City and Operator. The City shall obtain from its property insurer a waiver of subrogation in favor of the Operator to the extent that property insurance applies to any loss. In addition, the City agrees to waive its rights of recovery for claims involving damage to City property in excess of \$1,000 for any loss within the applicable deductible amount. The Operator shall insure any personal property owned by the operator and kept on-site at the Golf Courses, is responsible for the cost of any insurance on Operator's personal property kept on-site at the Golf Courses, and such amount will not be a Direct Cost. The Operator hereby releases the City from any claim arising in any way from loss or damage to Operator's personal property.
- D. **Commercial Crime Insurance.** The Operator shall keep in full force and effect at all times during the term of this Agreement a Commercial Crime insurance policy in the amount of \$500,000 for employee dishonesty and coverage for theft, disappearance and destruction of or to monies or funds of, in or at the Golf Courses in an amount as dictated by the exposure at any given time.. All amounts set forth in herein shall be per occurrence and in the aggregate. The Operator also shall maintain such Employee Dishonesty on behalf of the City whereby in the event any officer, employee, agent or subcontractor of Operator embezzles, steals or otherwise fraudulently or improperly takes or obtains City funds, money or property, the City shall be reimbursed for the total amount of funds taken up to \$500,000per occurrence. Such policy shall be endorsed to include loss to "Client's Property" using Insurance Services Office form CR0401 (08-13) or the equivalent. City of Marysville shall also be included as a Loss Payee on the Employee Dishonesty Insurance.
- E. **Evidence of Insurance.** The Operator's professional insurance broker shall deliver to

the City, in a timely manner, certificates of insurance and copies of declarations pages, schedules of endorsements and additional insured policy provisions for all insurance required pursuant to this Agreement acceptable to the City. Each insurance policy required hereunder shall provide that cancellation shall not be made without 30 days (10 days with respect to cancellation for non-payment of premium) prior written notice to the City. Insurance Certification shall be issued to, and notice of cancellation/reinstatement may be mailed to:

City of Marysville
 City Clerk
 1049 State Avenue
 Marysville, WA 98270

Insurance certification shall be mailed, or delivered electronically (as may notice of cancellation/reinstatement) by email to CityClerk@marysvillewa.gov facsimile transmission to 360-363-8042

All insurance required shall be provided by insurers authorized to provide insurance coverage in the State of Washington pursuant to RCW Chapter 48 and shall be rated by A.M. Best Company as an A(-) VII or better. Approval by the City of the insurance herein shall not limit, relieve or decrease the liability of the Operator.

- F. Cost of Insurance. The cost of the insurance required by this section and any deductible that the Operator pays for claims on the insurance required by in this Section (except claims less than \$1,000 involving damage to City property only to the extent to which Operator is responsible for the damage under subsection 11.1.C.) shall be Direct Costs and shall be borne by the City.

11.2 Indemnity.

- A. The Operator shall defend, protect, indemnify and hold the City, its officers, elected officials, volunteers, agents and employees from and against any and all suits, judgments, causes of action, claims, losses, demands, damages, liabilities, and expenses, including, but not limited to, attorney's fees and costs of litigation, resulting from death or injury to any person or damage or destruction of any property or property rights arising out of or relating to any act or omission of the Operator, its agents, subcontractors, or employees, or arising out of or relating to the work to be performed under this Agreement, including any breach of Operator's obligations herein. In the event a claim or legal action is covered by RCW 4.24.115, Operator's duty to indemnify and defend shall not extend to damages resulting from the City's sole negligence, and in the case of concurrent negligence shall apply to the extent of the negligence attributed to the Consultant, its employees, subcontractors and agents.
- B. The Operator shall defend, indemnify and hold harmless the City for any fines imposed by administrative regulatory bodies, except for fines resulting from and directly related to action for which the City is solely and completely responsible. In the event the City is only partially responsible for said action or inaction, the Operator shall defend, indemnify and hold harmless the City for the full amount of such fines.
- C. The City does not and shall not waive any rights against the Operator which it may have under this Section 11.2 because of the acceptance by the City of any of the insurance policies described in Section 11.1.
- D. The indemnity provisions in this Section 11.2 shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the operations of this Agreement, regardless of whether or not the insurance policies referred to herein shall have been determined to be applicable to any of such damages or claims for damages.
- E. The foregoing indemnity is specifically and expressly intended to, constitute a waiver of Operator's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the City and to the extent necessary to provide City with a full and complete

indemnity from claims made by Operator's employees.

- F. THE OBLIGATIONS UNDER THIS SECTION 11.2 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. OPERATOR AND THE CITY EACH REPRESENT THAT THIS SECTION WAS MUTUALLY NEGOTIATED AND AGREED UPON.

12. REPRESENTATIONS AND WARRANTIES.

- 12.1 **Organization and Authority.** As of the date of this Agreement and thereafter, the Operator hereby represents and warrants that (a) it is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of California and is qualified to do business in all other states where necessary in light of its business or properties and has all requisite power and authority to conduct its business and own its property utilized under this Agreement, (b) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement, (c) the execution, delivery and performance by the Operator under this Agreement has been duly authorized by all necessary action and this Agreement has been duly and validly executed and delivered by the Operator, and (d) this Agreement constitutes the legal, valid and binding obligation of the Operator and is enforceable against the Operator in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the rights of creditors generally.
- 12.2 **No Conflict.** As of the Effective Date and thereafter for the term of this Agreement, the Operator hereby represents and warrants that the execution, delivery and performance by the Operator of this Agreement does not and will not a) conflict with or violate any provision of its articles of incorporation or bylaws, b) result in a material breach or violation of any term or provision of, or constitute a material default under, any material agreement or instrument to which the Operator is a party or by which the Operator or any of its assets are bound, or c) contravene or constitute a material default under any provision of applicable law or regulation.
- 12.3 **Accuracy of Representations Warranties.** The representations and warranties contained in this Agreement do not contain any untrue statement of a material fact or omit any material fact necessary in order to make the statements contained herein not misleading or incomplete.
- 12.4 **Survival of Representations and Warranties.** The representations and warranties set forth by the Operator in this Article 12 shall survive the date of this Agreement and shall terminate only upon the sixth anniversary of the date of termination of this Agreement.

13. DEFAULT AND TERMINATION

- 13.1 **Default.** If Operator violates breaches or fails to keep or perform any term, provision, covenant or obligation under this Agreement, the City may provide the Operator with written notice specifying the failure or breach and providing a period of time determined by the City as reasonably necessary to cure the failure or breach. If Operator's breach relates to a monetary obligation, a reasonable time to cure will not exceed ten (10) days. If the Operator does not cure the breach or failure within the time required by the City's notice, Operator's breach will be a "Default". If the cure cannot reasonably be completed in the time provided by the City, Operator will not be in Default if a cure is commenced within the notice period and thereafter diligently pursued to timely completion. No waiver by the City of any Operator breach or Default hereunder shall be construed to be or act as a waiver of any subsequent breach or Default by the Operator.
- 13.2 **City Remedies.** If the Operator fails to cure any Default, the City shall have the following nonexclusive rights and remedies at its option: (1) to cure such Default on Operator's behalf and at Operator's sole expense and to charge Operator for all actual and reasonable costs and expenses incurred by City in effecting such cure; (2) to immediately terminate this Agreement upon written notice to Operator.
- 13.3 If there is an Operator Default, the City shall not be liable for damages by reason of

termination or City entry onto the Golf Courses. The City may also avail itself of any other remedy provided by law.

- 13.4 This Agreement may be terminated by the City without cause upon ninety (90) days' written notice to Operator. Operator will be paid for all Work performed prior to the termination date in accordance with the compensation provisions set forth in Section 8 herein. The City reserves the right to cancel this Agreement with cause, effective at a time of its choosing, by providing written notice of termination to Operator. Work in progress would be completed at the City's option.
- 13.5 This Agreement is contingent upon the City Council's appropriation of sufficient funds for the Work contemplated under this Agreement. In the event that sufficient funds are not appropriated for the Work, the City shall have the right to terminate the Agreement, effective immediately, without termination charge or other liability, by providing written notice of termination to Operator.

14. MISCELLANEOUS.

- 14.1 Entire Agreement. This Agreement and the documents expressly referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof and supersede any prior agreement or understanding among the parties with respect to such subject matter.
- 14.2 Severability. If any provision of this Agreement or the application of such provision to any party or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other parties or circumstances shall not be affected thereby.
- 14.3 Notices. All notices, requests, demands, consents and other communications required or permitted to be given by this Agreement shall be in writing and personally delivered or placed in the United States mail, properly addressed and with full postage prepaid, certified and return receipt requested. Such notices shall be deemed received at the earlier of (a) the date actually received, or (b) five (5) business days after such mailing. Such notices shall be sent to the parties at the following addresses, unless other addresses are furnished by appropriate notice:

If to the City, to:

City of Marysville
City Clerk
1049 State Avenue
Marysville, WA 98270

If to the Operator, to:

Premier Golf Centers, LLC
Bill Schickler
2466 Westlake Avenue North #8
Seattle, WA 98109

- 14.4 Assignment; Subcontract. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns. Operator shall not assign any of its rights or delegate any of its duties under this Agreement to a third party unless a) the Director or designee gives his/her prior approval, in writing, of the third party contract prior to execution, and b) the third party contract is consistent and complies with the terms and conditions of this Agreement. For purposes of this Section, if Lessee is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any direct or indirect change, in the ownership of, or power to vote the majority of, Lessee's outstanding voting stock, shall constitute an assignment for the purposes of this

Lease. If Lessee is a partnership, then a change in general partners in or voting or decision-making control of the partnership shall also constitute an assignment.

- 14.5 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one in the same instrument.
- 14.6 Headings. The article and section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.
- 14.7 Governing Law and Venue. This Agreement shall be construed and enforced according to the laws of the State of Washington without regard to any otherwise governing principals of conflicts of laws. Venue for any action relating to or arising from this Agreement will be in the Superior Court of Snohomish County. This Agreement shall be construed neutrally and not in favor of or against any party.
- 14.8 Amendment. This Agreement shall not be modified or amended except by a written agreement executed by both of the parties.
- 14.9 Further Actions. Each party shall execute and deliver such other certificates, agreements and documents, and take such other actions, as may reasonably be required to carry out the provisions or the intent of this Agreement.

IN WITNESS THEREOF, City of Marysville and Operator have caused this Agreement to be executed by its proper officers on the dates shown below.

CITY OF MARYSVILLE

PREMIER GOLF CENTERS, LLC

Jon Nehring, Mayor

Signature

Date

Printed Name

ATTEST BY:

Title

Sandy Langdon, City Clerk

Date

Date

APPROVED AS TO FORM:

Jon Walker, City Attorney

Date



Property Description for Cedarcrest Golf Course

Parcel # 30052300300300

Address: 6810 84TH ST NE, MARYSVILLE, WA 98270-7818 SEC 23 TWP 30 RGE 05TH PTN OF SW1/4 & NW1/4 DAF BEG CONC MON AT CTR OF SEC 23 TH N00*00 47E ALG C/L FOR 163.31FT TO S LN GETCHELL HILL RD TH S88*32 29W ALG S LN SD RD 725.42FT TAP 1FT E OF CHAINLINK FENCE TPB TH S11*28 18E 123.37FT THS18*08 49W 127.89FT TH S10*45 12W 326.41FT TH S02*39 20W 114.14FT TH S24*53 05W 160.57FT TH S15*49 47E124.85FT TH S03*34 16W 83.64FT TH S 368.16FT TO S LN NE1/4 SW1/4 TH S87*26 07W ALG S LN TO E LN MARYSVILLE ARLINGTON HWY TH N ALG E LN SD HWY TO S LN GETCHELL HILL RD TH E ALG S LN SDRD TO TPB TGW SW1/4 SW1/4 & W 450FT OF SE1/4 SW1/4 LESS PTN DAF BEG SW COR SEC TH E TO E LN MAR-ARL RD TPB TH N ALG SD E LN 330FT TH E 570FT TH SELY TAP ONS LN SD SUB 1000FT E OF TPB TH W

TO TPB & LESS S 20FT THOF & LESS PTN LY WHN 76TH ST NE WHN PLAT OF MUNSON
CREEK ESTATES DIV 1 & TGW TH PTN NW1/4 DAF BEG SW COR NW1/4 TH N00*45 20E
ALG W LNSEC 217.50FT TO C/L GETCHELL HILL RD TH N89*15 20E ALG SD C/L 287.87FT
TH N00*4440W 20FT TO NLY MGN SD RD & TPB TH CONT N00*44 40W 200FT TH N89*15
20E225FT TH S00*44 40E 200FT TO NLY MGN SD RD TH S89*15 20W ALG SD RD 225FT
TO TPB LESS ADD'L R/W TO SNO CO PER DEED IN DED REC AF NO 9509290824 VOL
3078 PG 1530

EXHIBIT B
HOURS OF OPERATION to be negotiated

DATE	1 st Tee Time Weekday AM	1 st Tee Time Weekend AM	TWILITE STARTS PM	TWILITE LATE RATE PM	GOLF SHOP CLOSES PM
JANUARY 1 - JANUARY 15	7:45	7:45	1:00	1:00	4:00
JANUARY 16 - JANUARY 31	7:30	7:30	1:00	1:00	4:30
FEBRUARY 1 - FEBRUARY 15	7:00	7:00	1:00	1:00	5:00
FEBRUARY 16 - FEBRUARY 29	6:45	6:45	1:00	1:00	5:30
MARCH 1 - MARCH 8	6:30	6:30	2:00	4:00	6:00
SAVINGS TIME BEGINS DAYLIGHT					
MARCH 9 – MARCH 31	6:45	6:45	3:30	5:30	7:30
APRIL 1 - APRIL 15	6:15	6:15	3:45	5:45	8:00
APRIL 16 - APRIL 30	6:00	6:00	4:15	6:15	8:15
MAY 1 - MAY 15	5:30	5:30	4:30	6:30	8:30
MAY 16 - MAY 31	5:30	5:15	5:00	7:00	9:00
JUNE 1 - JUNE 15	5:30	5:00	5:00	7:00	9:00
JUNE 16 – JUNE 30	5:30	5:00	5:00	7:00	9:00
JULY 1 - JULY 15	5:30	5:00	5:00	7:00	9:00
JULY 16 - JULY 31	5:30	5:30	5:00	7:00	9:00
AUGUST 1 - AUGUST 15	5:45	5:45	5:00	7:00	9:00
AUGUST 16 - AUGUST 31	6:00	6:00	4:30	6:30	8:30
SEPTEMBER 1 - SEPTEMBER 15	6:30	6:30	4:00	6:00	8:00
SEPTEMBER 16 - SEPTEMBER 30	6:45	6:45	3:00	5:00	7:00
OCTOBER 1 - OCTOBER 15	7:00	7:00	2:30	4:30	6:30
OCTOBER 16 - NOVEMBER 1	7:15	7:15	2:00	4:00	6:00
DAYLIGHT SAVINGS TIME ENDS					
NOVEMBER 2 – NOVEMBER 15	7:00	7:00	1:00	1:00	4:45
NOVEMBER 16 - NOVEMBER 30	7:30	7:30	1:00	1:00	4:30
DECEMBER 1 - DECEMBER 15	7:45	7:45	1:00	1:00	4:00
DECEMBER 16 – DECEMBER 31	7:45	7:45	1:00	1:00	4:00

HOLIDAYS

JANUARY 1 (NEW YEARS DAY)
MAY 26 (MEMORIAL DAY)
JULY 4 (INDEPENDENCE DAY)
SEPTEMBER 3 (LABOR DAY)
NOV. 22/23 (THANKSGIVING)
DECEMBER 25th -CLOSED

PLEASE NOTE

* The Golf Shop doors open approximately 15 minutes before the day's first tee time.

** The first tee time is an approximation. Premier GC reserves the right to open earlier or later depending on weather and daylight conditions.

EXHIBIT C

CEDARCREST GOLF COURSE MAINTENANCE STANDARDS

The City expects that the Operator continue to operate and maintain the course with qualified personnel that maintain a Golf Course Superintendent Association of America (GCSAA) Class A certification or equivalent.

To perform course maintenance, a Golf Course Maintenance Superintendent, one assistant, and one to five greens keepers are to be employed at the golf course. Maintenance operations at golf courses include turf and landscape maintenance for approximately 99 acres of land as defined in the legal description.

Maintenance functions include:

- General golf maintenance
- Irrigation maintenance
- Equipment repair
- Small Project Construction

Turf and landscape maintenance involves mowing of tees, greens, fairways, roughs and entryways. Turf maintenance also includes aerification, overseeding, and fertilizer and pesticide applications.

Daily golf maintenance includes moving tee markers, cutting putting green cups, servicing ball washers and trash containers, raking bunkers, and course inspection.

Irrigation maintenance includes service and repair of wells, pumping stations, piping, controllers, and heads. Additionally, closely monitoring, recording, and reporting water usage is a very important duty.

Golf maintenance staff will perform all equipment repairs and service, including oil changes and routine service, tire repairs, engine overhauls, reel and bedknife grinding, and equipment restoration work. All work and records are to be managed according to the City's Standard Operating Procedure Manual for Cedarcrest Golf Course.

Construction projects may include irrigation and drainage improvements, turf renovation, expanded teeing areas, and bunker reconstruction. Maintenance personnel also perform numerous odd job repairs to the Pro-Shop and other structures and course amenities. There are five (5) structures owned and maintained by the City of Marysville. These include the one Pro-Shop, one outdoor restroom, one restaurant (excluded), one maintenance shop and one pump house. The Golf Course Superintendent will oversee contractor repairs of these structures and their system at the respective golf courses.

Produce High Quality Golf Course

The major key to successful golf operation is the presentation of a product that is consistent with the demands of the golfers served. The City expect smooth greens, weed-free fairways and tees, and well-manicured bunkers and landscapes, maintained cart paths, clean facilities, courteous service, and excellent service.

The Golf Course Superintendent and maintenance staff will produce vibrant, healthy, manicured turf from tee to green, properly set up each course for daily play as needed, and make all repairs quickly, effectively and efficiently. The Superintendent will manage resources wisely to preserve the environment and effectively control costs. The Superintendent will follow all state mandates concerning water usage

and pesticide herbicide reporting and will maintain valid Washington State Pesticide Applicator licensing and maintain record of all pesticides applied on the course.

Additionally, the Superintendent will commit to continuous turf maintenance and agronomic education. Superintendent will assure fair and equitable course set up conducive to expected play patterns, based on weather, tournament and tee sheet scheduling, and anticipated play volume. Golf Course Superintendent will be expected to meet established criteria for mowing frequencies, turf coverage, greens speeds, weed and pest control, bunker maintenance, and irrigation and equipment maintenance. Superintendent will also be expected to maintain very good to excellent customer survey ratings.

Golf Professional, Superintendent and maintenance staff will assure clean, safe, and attractive pro shop and external grounds, including front parking area, food and beverage patio support, and cart fleet services and cart path network, to provide each individual customer with their respective needs.

EXHIBIT D

STANDARD OPERATING PROCEDURES MANUAL
CEDARCREST MUNICIPAL GOLF COURSE

The City's Standard Operating Procedures Manual will be provided to the Operator as a reference for Policy Governing Play, Standard Operational Procedures and will be updated by Operator with Pro Shop Controls and Maintenance Division Internal Controls within the first operating cycle of the Agreement

Exhibit E



DEPOSIT EXCEPTION CERTIFICATION

RCW 43.09.240

I, Jim Ballew as Director for Golf/Parks and Recreation request deposit exception as allowed under RCW 43.09.240 as stated below. Deposit exception will be as follows:

Deposits will be made a minimum of once a week during the off season, October through March. During the peak season, April through September, deposits will be a minimum of twice a week.

I CERTIFY THAT THE MONEY RECEIVED UNDER MY SUPERVISION IS HELD WITH PROPER SAFEKEEPING INCLUDING PROPER THEFT PROTECTION TO REDUCE RISK OF LOSS OF FUNDS.

Signature: [Handwritten Signature]

Date: 5.20.13

Department: Parks & Recreation / Golf

+++++

For Finance Use Only

City Treasurer Acceptance

Signature: [Handwritten Signature]

Date: 5/21/13

RCW 43.09.240

“Every public officer and employee of a local government shall keep all accounts of his or her office in the form prescribed and make all reports required by the state auditor. Any public officer or employee who refuses or willfully neglects to perform such duties shall be subject to removal from office in an appropriate proceeding for that purpose brought by the attorney general or by any prosecuting attorney.

Every public officer and employee, whose duty it is to collect or receive payments due or for the use of the public shall deposit such moneys collected or received by him or her with the treasurer of the local government once every twenty-four consecutive hours. The treasurer may in his or her discretion grant an exception where such daily transfers would not be administratively practical or feasible as long as the treasurer has received a written request from the department, district, or agency, and where the department, district, or agency certifies that the money is held with proper safekeeping and that the entity carries out proper theft protection to reduce risk of loss of funds. Exceptions granted by the treasurer shall state the frequency with which deposits are required as long as no exception exceeds a time period greater than one deposit per week.


In case a public officer or employee collects or receives funds for the account of a local government of which he or she is an officer or employee, the treasurer shall, by Friday of each week, pay to the proper officer of the local government for the account of which the collection was made or payment received, the full amount collected or received during the current week for the account of the district.”

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 23, 2020

AGENDA ITEM:	
Interlocal Agreement Between City of Lake Stevens and the City of Marysville for Outdoor Video Services	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Taylor	Tara Mizell 
DEPARTMENT:	
Parks, Culture, and Recreation	
ATTACHMENTS:	
None (ILA has been sent to Ms. Brock)	
BUDGET CODE:	AMOUNT:
00110367 376015	\$1300.00
SUMMARY:	

The City of Lake Stevens has requested Marysville Parks, Culture and Recreation Department's assistance in offering an outdoor movie series for their citizens based on the success of our program. The City of Lake Stevens is hosting two free events on city-owned property. Marysville Parks, Culture and Recreation has agreed to provide equipment and staff to present each film at a cost of \$650.00 per event, payable by the City of Lake Stevens.

Our City Attorney's Office has developed an Interlocal Agreement between the City of Lake Stevens and City of Marysville to clearly define services provided by Marysville Parks, Culture and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications. The events are scheduled for:

1. Friday, August 14, 2020
2. Friday, August 28, 2020

RECOMMENDED ACTION:

Staff recommends the City Council consider authorizing the Mayor to sign the attached Interlocal Agreement between the City of Lake Stevens and the City of Marysville for Outdoor Video Services.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKE STEVENS
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective February 7, 2020 between the City of Lake Stevens, a Washington municipal corporation, herein after referred to as "LAKE STEVENS" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of LAKE STEVENS is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of LAKE STEVENS and presented on August 14 and August 28, 2020; and

WHEREAS, the City of LAKE STEVENS is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of LAKE STEVENS desires to utilize the City of MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of LAKE STEVENS to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, LAKE STEVENS and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

- A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to LAKE STEVENS as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment. MARYSVILLE will notify the City of LAKE STEVENS at least 48 hours before the event if it is not able to provide personnel and/or equipment.

1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to LAKE STEVENS.
2. MARYSVILLE will provide the video and audio equipment including movie

screen, personnel and vehicles to transport the equipment and personnel to LAKE STEVENS. MARYSVILLE personnel will operate the video equipment and vehicles.

- B. LAKE STEVENS will provide the following:
1. An authorized location.
 2. Two (2) 20 amp circuits for event power.
 3. Other services/personnel.
- C. The date for video services (FILM) will be:
1. Friday, August 14, 2020
 2. Friday, August 28, 2020
- E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.
- It is understood and agreed by all parties that LAKE STEVENS staff providing services pursuant to this Agreement are acting in their official capacity as employees of LAKE STEVENS and shall be under the exclusive direction and control of LAKE STEVENS.
- F. LAKE STEVENS and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.
- G. LAKE STEVENS, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on LAKE STEVENS' behalf those services as provided in this Agreement.

2. COMPENSATION/FEES

- A. LAKE STEVENS will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$650.00 per date.
- B. LAKE STEVENS will pay MARYSVILLE 25% of the event fee in the event LAKE STEVENS cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.
- C. MARYSVILLE shall bill LAKE STEVENS and LAKE STEVENS shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. LAKE STEVENS will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of LAKE STEVENS in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend LAKE STEVENS, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, LAKE STEVENS, or other person and all property owned or claimed by MARYSVILLE, LAKE STEVENS or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or LAKE STEVENS, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

C. The provisions of this section shall survive the expiration or termination of the Agreement.

5. INSURANCE

- A. Both parties to this Agreement shall maintain public liability insurance either through the Washington Cities Insurance Authority (WCIA) or through an equivalent combination of self-insurance and appropriate insurance coverage and shall maintain their membership in WCIA or their insurance policies throughout the term of this Agreement.
- B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- C. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage or membership in WCIA verifying that party is a covered member in good standing.

6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between LAKE STEVENS and MARYSVILLE or any of LAKE STEVENS' or MARYSVILLE's agents or employees.

LAKE STEVENS shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by LAKE STEVENS pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of LAKE STEVENS a MARYSVILLE 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 LAKE STEVENS or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a LAKE STEVENS 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 MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- C. Notices

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of LAKE STEVENS:
1812 Main Street, P O Box 257
Lake Stevens, WA 98258-0257

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement.

In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:

Name: Chris Taylor, Cultural Arts Supervisor

Phone Number: 360-363-8408

LAKE STEVENS:

Name: Jill Meis, parks Planning and Development Coordinator

Phone Number: 425-622-9431

- D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within LAKE STEVENS under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

CITY OF LAKE STEVENS

JON NEHRING Mayor



Brett Gailey Mayor


Date: _____, 20~~19~~

Date: 2/25/2020, 20~~19~~

Attest:

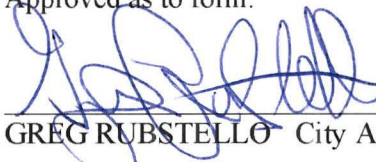
Attest:

TINA BROCK Deputy City Clerk
Approved as to form:



KATHY PUGH City Clerk
Approved as to form:

JON WALKER City Attorney



GREG RUBSTELLO City Attorney

Attorney for the City of MARYSVILLE


Attorney for City of LAKE STEVENS

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: ^{March} April 23, 2020

AGENDA ITEM:	
Nonexclusive Amendment to Communications Site Sublease/License with the FBI	
PREPARED BY:	DIRECTOR APPROVAL:
Kari Chennault, Asst. Public Works Director	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
2 partially executed Site Subleases/Licenses	
BUDGET CODE:	AMOUNT:
40100362.325000	(\$2,824)
SUMMARY:	

The current Site Sublease/License with the FBI expired in 2019. This new site sublease will extend the terms of the previous lease from one year from final signature and increase the annual rental rate to \$2,824 with a proposed 3% annual increase thereafter.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Communications Site Sublease/License with the FBI.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Communications Site Sublease/License with the FBI.

NONEXCLUSIVE AMENDMENT TO COMMUNICATIONS SITE SUBLEASE/LICENSE

1. The City of Marysville (City) subleases or licenses to the United States Department of Justice/Federal Bureau of Investigation (FBI) premises for the location of communications equipment under the terms of a Nonexclusive Communications Site Sublease/License dated May 11, 2004, which has been subsequently renewed;

2. The City and the FBI desire to extend the existing sublease of the premises for a one (1) year term at a rental rate of \$2,824.00 per month, with two (2) one year renewal options, payable monthly through electronic funds transfer. The rental rate will increase by three percent (3%) for the second year and third year, resulting in monthly rental rates of \$2,908.72 per month for the second year and \$2,995.98 per month for the third year.

3. This extension is contingent on Congressional approval of funding for the ensuing fiscal years.

4. Except for the provisions regarding the term and rental rate contained in this renewal, all terms and conditions of the original Nonexclusive Communications Site Sublease/License dated May 11, 2004, remain in full force and effect.

5. This renewal is effective on the date of the last signature below.

U.S. DEPARTMENT OF JUSTICE/FEDERAL BUREAU OF INVESTIGATION

Nancy J. Beel Dated: 2/6/2020, 2019

CITY OF MARYSVILLE

Jon Nehring, Mayor Dated: _____, 2019

Attest:

Approved as to form:

Tina Brock, Deputy City Clerk

Jon Walker
Jon Walker, City Attorney

IW-SE-341
4021
Marysville Tank
Exp. 9/30/2009
+ 2 5-yr terms
9/30/19

NONEXCLUSIVE COMMUNICATION SITE SUBLEASE/LICENSE

THIS NONEXCLUSIVE COMMUNICATION SITE SUBLEASE/LICENSE (this "Licensee") is made by and between the **City of Marysville**, a municipal corporation and political subdivision of the State of Washington (hereinafter sometimes called "the City"), and The United States Department of Justice (hereinafter sometimes called "Co-locator," "USDOJ" or "licensee") this 11th day of May, 2004.

RECITALS

- I. The City has entered into a Communication Site Lease (the "Master Lease") with Snohomish County Emergency Radio System ("SERS"), a Washington Interlocal non-profit corporation.
- II. Under the Master Lease SERS has or is expected to construct a Communication Facility consisting of an antenna and related structures on the premises.
- III. Under the Master Lease, the City has the exclusive right to enter into sublease agreements or equivalent licensing agreements with third-party co-locators.
- IV. USDOJ desires to enter into a sublease or license with the City on the terms and conditions of this Sublease/License.

AGREEMENT

In consideration of the mutual covenants contained in this Sublease/License, the parties agree as follows:

1. RECOGNITION AND ACKNOWLEDGMENT OF MASTER LEASE.

Unless specifically provided otherwise herein, Licensee hereby recognizes, acknowledges and agrees to be fully bound to the terms of the Master Lease and all exhibits, schedules, General Terms and Conditions and Site Standards, Conditions and Interference Mitigation Requirements referenced in, attached to or incorporated into the Master Lease.

2. WARRANTY OF CITY. The City hereby warrants that the Master Lease is in full force and effect as of the date of this Sublease/License. The City agrees to continue to perform in accordance with the terms and conditions of the Master Lease. Except for the foregoing warranty, the City makes no warranty to Licensee either express or implied, concerning the Master Lease, the premises, or the suitability of the premises and improvements for Licensee's intended use.

3. NONEXCLUSIVE. This is a nonexclusive Sublease/License and Licensee

acknowledges and agrees that the site will be used by SERS as a communication facility and that the City may sublease or license the site and improvements to other sublessees/licensees to co-locate upon and use the premises and improvements for communications.

4. **PRECONDITIONS.** The City's performance under this Sublease/License is expressly preconditioned upon SERS's and the City's execution of the Master Lease and SERS's construction of the improvements required by the Master Lease to create a facility upon which Sublessee may co-locate. Should SERS not enter into the Master Lease, or should SERS fail to construct improvements required by the Master Lease, or should any preconstruction interference study conducted by or delivered to the City show that Licensee's agreed equipment will cause interference as the City may determine, at the option of the City, the City may declare this Sublease/License null and void and of no force and effect. Except as to any preconditions recognized by this paragraph, the parties shall be fully bound to this Sublease/License upon the stated effective date and licensee shall fully pay all rents and other charges due and perform all obligations of Licensee from and after the commencement date.

5. **PREMISES.** The City agrees to sublease or license to Licensee and Licensee agrees to lease or license from the City, upon the terms and conditions set forth herein, those areas and locations on the antenna, those related connectors, equipment, conduits and lines, and those storage areas described in detail on Exhibit A ("the connection and storage areas" or the "premises"). The connection and storage areas are located on premises depicted in an Area Map and Site Plans with legal description set out in detail in Exhibit A hereto (the "Site"). The connection and storage areas are part of an antenna and structures on the site described in detail in Exhibit A (the "Equipment and Structures List"). By taking possession of the premises, Licensee accepts the premises in their existing condition. The City makes no representation or warranty with respect to the condition of the premises and site and the City shall not be liable for any latent or patent defect in the premises or the site.

6. **TERM.**

The initial term shall be commence on _____ 2004 and expire on September 30, 2004. Thereafter, the term shall be for total of up to five years, consisting of five one year periods of licensee's fiscal year of October 1, to September 30 of the following year. Licensee shall give City notice 60 days before the expiration of a fiscal year of renewal for the following fiscal year.

7. **OPTION TO EXTEND.** So long as the same is not prohibited by the Master Lease, the City has not exercised any rights to terminate this Sublease/License, and Licensee has faithfully and fully performed all terms and conditions of this Sublease/License, Licensee shall have the right to extend this Sublease/License on the following terms and conditions:

- a. **Notice.** Between one hundred eighty (180) days before and one hundred

fifty (150) days before the termination date, Licensee shall give the City written notice of its intent to extend this Sublease/License. Said notice shall be addressed and mailed in accordance with paragraph 3 I of this Sublease/License.

b. **Rate Study.** Upon receipt of the notice, the City shall cause a rate study to occur to determine the fair market rental for the extended term of the lease. The results of the said study shall determine the rental for the extended period of the lease.

c. **Length of Extension.** Upon exercise of an option to extend, the term may be extended as permitted under the terms of this Sublease/License for two (2) additional five (5) year periods consisting of annual terms matching Licensee's fiscal year.

d. **Terms and Conditions.** Except for the rental rate determined by the rate study, the remaining terms and conditions of this Sublease/License shall be in full force and effect during the extension period.

8. **EQUIPMENT TO BE ATTACHED.** Licensee may attach to the antenna and structures only the equipment, connectors conduits and line expressly set out in **Exhibit A** (the "agreed equipment"). Said agreed equipment shall be installed in accordance with the plans and specifications set out in **Exhibit A**. The City may require that Licensee submit an interference study to the City demonstrating that the agreed equipment will not cause interference with existing and contemplated equipment to use the premises. Licensee may not use the premises for any other purpose.

9. **FACILITY FEE; RENT; ADDITIONAL RENT; OTHER CHARGES.** Licensee agrees to pay the City, and where indicated third parties, fees, rent, additional rent and other charges as follows:

a. **SERS Siting Fee.** Licensee agrees to pay a siting fee to SERS in an amount set out in the General Terms and Conditions to the Master Lease. The siting fee will be negotiated between SERS and USDOJ. Said fee shall be paid upon execution of this Sublease/License.

b. **City Siting Fee.** Licensee agrees to pay a siting fee to the City in the amount of TWO THOUSAND DOLLARS (\$2,000.00). Said fee shall be paid upon execution of this Sublease/License.

c. **Annual Base Rent.** Licensee shall pay the City annual base rent in the amount amount of \$12,000. Base rent for the initial term shall be paid within thirty (30) days of expiration of the initial term. Thereafter annual base rent shall be due and payable within thirty days (30) of the expiration of each fiscal year. Should the City allow

allow Licensee to add to or change the equipment to be attached, any agreement addressing the addition to or change of equipment shall address adjustment of the annual base rent and any pro-ration to account for additions or changes in the middle of a lease year.

d.. **Adjustment of Annual Base Rent.** The annual base rent shall be adjusted beginning with the lease year commencing on the third anniversary of the commencement date. Said increase shall be a 3% increase.

e. **Insurance Cost.** If as a result of this Sublease/License the City's cost for any insurance shall increase, the City shall invoice Licensee for the increased cost on the anniversary of the commencement date. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

f.. **Utilities Cost.** If all of the utilities to Licensee's equipment and facilities are not separately metered and billed to Licensee, but the said utility is billed to the City and increases the City's cost for utilities, the City shall invoice Licensee for the increased cost on the anniversary of the commencement date. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

g.. **Tax Imposed on the City.** Should any tax be imposed on the City for or on account of this Sublease/License, or the City's receipt of payments under this Sublease/License, upon the City's payment of said tax, the City shall invoice Licensee for the tax imposed upon the City. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

h.. **No Offset.** All charges under this lease are charges for rent. Tenant shall pay all rent under this lease without offset.

10. **INTEREST.** In addition to all other charges, in the event a payment is not paid when due, Licensee shall pay to the City interest in compliance with the Prompt Payment Act.

11. **TAXES.** Licensee is exempt from the payment of state and local taxes associated with this Sublease/License.

12. **USE OF THE CONNECTION AND STORAGE AREAS.**

a. **Installation.** Licensee may use the connection and storage areas to install, maintain and operate the agreed equipment. This use shall be nonexclusive. Installation

shall be done under the supervision of the City or its designee. The City may forbid installation of any material, even if part of the agreed equipment, if in the City's sole judgment, reasonably exercised, the material will damage the property or interfere with the rights of SERS, the City, or any present or prospective co-locator. All expenses of installation of Licensee's equipment shall be at the sole cost and expense of Licensee. Licensee shall paint the color of its facilities as the City may direct.

b. **Compliance With Law; Waste.** Licensee shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of equipment and use of the premises. Licensee shall not permit, and shall not cause waste upon the premises.

c. **Removal.** The Licensee shall remove its equipment and materials from the premises upon the termination of this Sublease/License at its own expense. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the premises, including that of SERS, the City or any co-locator. If, however, Licensee requests permission not to remove all or a portion of its equipment and materials, and the City consents to such non-removal, title to the affected equipment and materials shall thereupon transfer automatically as of the date of the request to the City and the same shall thereafter be the sole and entire property of the City and Licensee shall be relieved of the duty to otherwise remove the same. If Licensee is required to remove its materials and equipment, Licensee shall restore the affected area of the premises to the reasonable satisfaction of the City. All costs and expenses of removal and restoration shall be borne by Licensee and to the extent permitted by applicable Federal Law, Licensee shall hold the City harmless from any portion thereof.

13. **EQUIPMENT AND MATERIALS UPGRADE.** Licensee may not replace or alter its materials, installation and equipment without the agreement of the City, including any required agreement for the adjustment of the annual base rent.

14. **MAINTENANCE.**

a. Licensee shall, at its own expense, maintain any equipment on or attached to the premises in a safe condition, in good repair and in a manner suitable to the City so as not to conflict with the use of or other leasing of the premises by the City. Licensee shall not interfere with the use of the antenna, the premises, related facilities or other equipment of SERS and any co-locators.

b. Licensee shall have sole responsibility for the maintenance, repair and

security of its equipment and personal property and sub-leasehold improvements and shall keep the same in good condition and repair during the sublease/license term.

c. Licensee shall keep the premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. Should the City, SERS or a co-locator undertake painting, construction or other alterations on the antenna, Licensee shall take reasonable measures at Licensee's sole cost to cover and/or protect Licensee's equipment, personal property or materials.

15. **LIENS.** Licensee acknowledges that the City and the premises may not, and shall not, be subject to claims for liens for labor and materials, and shall keep the premises and any other property of the City free from any liens for work, labor, materials or services delivered to Licensee, or claimed by or through Licensee. To the extent and manner provided by Federal Law, Licensee shall indemnify, defend and hold the City harmless from and against any such claims or liens and the City's attorney's fees and costs incurred in connection therewith.

16. **PREMISES ACCESS.**

a. Licensee at all times during this Sublease/License, subject to notice requirements to the City as set out below, and subject to rules that SERS and/or the City may from time to time implement and issue, shall have vehicle access through existing gates and driveways to the antenna and premises.

b. Licensee shall request access to the premises twenty-four (24) hours in advance, except in an emergency.

c. The City may at all times enter upon those portions of the premises occupied by Licensee to examine and inspect the premises for safety and to ensure that the Licensee is complying with the provisions of this Sublease.

17. **UTILITIES.** Unless separate metering is not available, Licensee shall arrange for separate metering of its utilities associated with its use as permitted by this Sublease/License. Licensee shall pay all costs associated with arranging for said metering and Licensee shall pay all utility charges as and when they come due. Licensee may not install an emergency power generator or alternate power system on the premises without the consent of the City. The City in its sole discretion may refuse to grant consent. Should the City consent, and an emergency generator or alternate power system is installed by Licensee, the system shall conform to all fire prevention regulations of the fire district, all requirements of the Public Utility District No. 1 of Snohomish County, and all regulations of any other agency with jurisdiction. The City shall not be liable for the interruption of utility services or failure of emergency power or any damages or

losses resulting from such interruption or failure.

18. **LICENSE FEES.** Licensee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for or occasioned by Licensee's use of the premises, if any.

19. **INTERFERENCE.** Licensee's installation, operation, and maintenance of the agreed equipment shall not damage or interfere in any way with SERS's operations, the City's operations or the operation of other co-locators. Licensee agrees to immediately cease upon actual notice activities which materially interfere with other operations. The City at all times during this Sublease/License reserves the right to take any action it deems necessary in its sole discretion to repair, maintain, alter or improve the premises.

The City may at any time obtain an interference study to determine if Licensee's activities interfere with the use and operation of other communication facilities on the antenna which pre-existed Licensee's agreed equipment. If Licensee's agreed equipment causes interference, Licensee shall take all measures reasonably necessary to correct and eliminate the interference and reimburse the City the cost of the interference study. If the interference cannot be eliminated in a reasonable time, Licensee shall immediately cease operating its equipment until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days, the City may terminate this Sublease/License.

The City may receive requests to sublease to co-locators. If after installation of Licensee's agreed equipment the City proposes to enter into a sublease with a co-locator, the City will advise Licensee of the proposal, and the City will supply Licensee with such information as the third party will provide for review for noninterference. Licensee shall have thirty (30) days to review and comment on the information supplied. If Licensee does not object in writing within the said thirty (30) days, then Licensee shall be deemed to have consented to the co-location and shall be conclusively deemed to have agreed that the proposal will not cause interference with Licensee's agreed equipment and operation. If Licensee timely objects, and the City verifies the objection, the City will not proceed with the proposal, unless the proposal is reasonably modified to avoid interference.

Notwithstanding the provisions of the previous paragraph, the City does not guarantee to Licensee subsequent noninterference with Licensee's agreed equipment. Further, regardless of the provisions of the previous paragraph, the City itself, SERS, or any governmental unit may be allowed to operate or place facilities on the antenna regardless of actual or potential interference with Licensee's use. In such event, Licensee may terminate this sublease on thirty (30) days notice to the City.

20. **INSURANCE.** Licensee is self insured.

21. **INDEMNIFICATION.** To the extent and in the manner provided by Federal Law, Licensee shall, at its sole cost and expense, indemnify and hold harmless the City, its elected officials, Council members, employees, agents, attorneys and contractors (collectively "indemnitees") from and against:

a. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and consultants) which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Licensee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible and intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, reconstruction, remodel, revision, installation, operation, maintenance, use of condition of the premises, Licensee's agreed equipment, or Licensee's failure to comply with any federal, state, or local statute, ordinance or regulation.

b. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation reasonable fees and expenses of attorneys, expert witnesses and other consultants) which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplied provided to or supplied to Licensee, its contractors or subcontractors for the installation, construction, operation, maintenance or use of the premises or Licensee's agreed equipment, and upon request of City Licensee shall immediately cause any claim against the premises to be released and discharged.

The indemnity provided for herein shall remain in full force and effect despite the negligence of the Indemnitees. Licensee shall have no obligation to indemnify the City for the sole negligence of the Indemnitees. This indemnity shall survive any termination of this Sublease/License.

22. **RELEASE OF CLAIMS.** Licensee hereby releases the City for all claims for damages which may arise from defects in the antenna and related structures on the premises, or which may arise from the existing or future water storage tank and appurtenances on the premises, or for damage by storm, rain, leakage or any natural occurrence.

23. **HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE.**

a. **Definitions.** "Hazardous Materials" as used in this Sublease shall mean:

- i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease producing substances; or
- ii. Any dangerous waste or hazardous waste as defined in:
 - (a) Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105);
 - (b) Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq); or
- iii. Any hazardous substance as defined in:
 - (a) Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (43 U.S.C. Sec. 9601 et seq); or
 - (b) Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or
- iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by applicable federal, state or local laws or regulations as now existing or hereafter amended.

b. Environmental Compliance.

- i. In the use and occupancy of the Premises, the Licensee shall, at the Licensee's own expense, comply with all federal state and local laws and regulations now or hereafter in effect related to hazardous materials and the environment which are applicable to the premises, Licensee's business or any activity or condition on or about the premises (the "environmental laws"). The Licensee warrants that its business and all its activities to be conducted or performed in, or about the premises shall comply with all of the environmental laws. The Licensee agrees to change, reduce, or stop any noncomplying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this sublease to comply with the environmental laws.
- ii. The Licensee shall not, without first obtaining the City's prior written approval, use generate, release, handle, spill, store, treat, deposit,

transport, sell or dispose of any hazardous materials in, on or about the premises. In the event, and only in the event, that the City approves any of the foregoing, the Licensee agrees that such activity shall occur safely and in compliance with the environmental laws.

iii. The Licensee shall not cause or permit to occur any violation of the environmental laws on, under, or about the premises, or arising from the Licensee's use or occupancy of the premises.

iv. The Licensee, at its own expense, in a timely manner shall make all reports, including self reports, and supply all submissions required to comply with all environmental laws. If the Licensee shall fail to fulfill this duty, at its option the City may fulfill such reporting requirements, and bill the cost thereof to Licensee as if the same was additional rent, or the City may employ the default provisions of this Sublease. All of the City's remedies shall be cumulative, and the exercise of one remedy shall not be deemed to be a waiver or release of any other remedy. Licensee's environmental obligations shall survive a termination of this Sublease.

v. Should any governmental or regulatory authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation by undertaken because of any action of Licensee whereby a deposit, spill, discharge or other release of hazardous materials occurs during the term of this Sublease/License, then Licensee shall, in a timely manner and at the Licensee's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Licensee shall then carry out all such cleanup and remediation plans at its own expense. Any such cleanup and remediation plans are subject the City's prior written approval. Although the City reserves the right to review and approve such cleanup and remediation plans, the City assumes no responsibility for such plans or their compliance with the environmental laws.

c. **Environmental indemnity.** To the extent and in the manner provided by Federal Law, the Licensee shall be fully and completely liable to the City for, and shall fully save and indemnify the City from, any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any governmental or regulatory authority arising out of the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of hazardous materials on or about the premises. In addition, Licensee shall indemnify and save the City harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees for injuries to persons or death, property damage, loss or costs caused by the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or

sale of hazardous materials by the Licensee. For the purposes of this paragraph, "Licensee" shall be construed to mean Licensee, or any of its agents, representatives, employees or contractors. This indemnity shall survive the termination of this Sublease/License.

d. **Remediation on Lease/License Termination.** Upon expiration or earlier termination of this Sublease/License, Licensee shall remove, remediate or clean up any hazardous materials on or emanating from the premises, occasioned by Licensee, and Licensee shall undertake whatever other action may be necessary to therefore bring the premises into full compliance with environmental laws. Licensee shall submit its plan of cleanup to the City for review and approval. Notwithstanding review and approval by the City, the City assumes no responsibility for any plan of cleanup, or for Licensee's compliance with environmental laws. If Licensee does not timely proceed with a plan of cleanup, the City may supply Licensee with a notice of default, and if within the deadline specified in the notice, Licensee does not make reasonable progress, the City thereafter may proceed with cleanup as necessary and bill all of the City's costs, including costs of investigation and reporting, to Licensee.

24. **NON-DISCRIMINATION.** The City and Licensee shall not discriminate on the basis of race, color, sex, religion, nationality, creed, age or the presence of any sensory, mental or physical disability in the employment or application for employment in the administration or delivery of services or any other benefits associated with this Sublease. The parties shall comply with all laws against discrimination including but not limited to Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964.

25. **SIGNS.** No advertising shall be permitted on the premises except as required by law or regulation. Licensee may post its name, address and an emergency number on a painted sign, provided the design, size and location meet applicable codes and the sign is approved in advance in writing by the City.

26. **DEFAULT AND TERMINATION FOR DEFAULT.** It shall be a default if Licensee shall fail to fully and timely make any payment under this Sublease/License or fail to fully and timely perform as required by this Sublease/License. In the event of a default, the City may give Licensee a notice of default as follows:

- a. for nonpayment of rent, a ten (10) day notice to pay or vacate;
- b. for any other nonperformance under the lease a twenty (20) day notice to comply or vacate.

If Licensee does not pay or cure its performance within the deadline specified by the notice the City, at its option, may without further notice re-enter the premises and eject Licensee

from the premises. At its option, the City may also (1) declare in writing the sublease terminated, in which event Licensee shall immediately remove the agreed equipment from the premises and pay the City a sum of money equal to the total amount of unpaid rent accrued through the date of termination, the amount of rent remaining to be paid on the Sublease reduced by that amount the Licensee proves could have been reasonably mitigated, and the City's costs, including reletting costs and reasonable attorney's fees, or (2) without terminating this Sublease, relet the premises, or any part thereof, for the account of the Licensee upon such terms as the City deems advisable, and if a deficiency remains compared to the reserved rent and the City's reletting costs and reasonable attorney's fees, and invoice and collect the shortage from sublessee, or (3) pursue any other remedy permitted at law or in equity.

No re-entry and taking possession of the premises by the City shall be construed as an election on the City's part to terminate this Sublease/License, regardless of the extent of renovation or alterations by the City, unless the City declares in writing that this Sublease is terminated. Notwithstanding any reletting without termination, the City may at any time thereafter elect to terminate this Sublease/License for such previous breach.

27. COSTS AND ATTORNEY'S FEES. If a legal or equitable action is instituted by reason of any default or breach of this Sublease/License, or because of a dispute concerning the terms and provisions of this Sublease/License, to the extent and the manner provided by Federal Law, the prevailing party shall be entitled to recover all of its legal costs, expert witness and consultant fees, and reasonable attorney's fees.

28. VENUE AND CHOICE OF LAW. This Sublease shall be governed by and construed in accordance with the laws of the State of Washington.

29. OPTIONAL RIGHTS TO TERMINATE. Even though no party may be in default under the terms of this Sublease/License, the City and Licensee, upon giving notice as specified, shall have optional rights to terminate this Sublease/License as follows:

a.. **Damage or Destruction.** Upon thirty (30) days written notice, one to the other, in the event that the antenna, or Licensee's agreed equipment, is substantially damaged or destroyed, either party may declare this sublease terminated.

b.. **Antenna Unsound.** Upon thirty (30) days written notice from the City to Licensee, in the event that the antenna, as determined by the City in its sole discretion, is determined to be structurally unsound or otherwise not suitable for Licensee's use.

c.. **Redevelopment.** Upon thirty (30) days written notice from the City to Licensee, in the event that the City determines, in its sole discretion, that the property should be redeveloped.

d. **Health Hazard.** Upon thirty (30) days written notice from the City to Licensee, in the event that the City determines, in its sole discretion, that the continued use of the antenna and related equipment is in fact a threat to the health, safety or welfare of local community.

30. **ASSIGNMENT OR SUBLEASE.**

a. **Prohibited Without Consent.** Licensee shall not assign or transfer this Sublease/License or any interest or rights therein, nor delegate its duties under this Sublease/License, nor sub-sublease/license the whole or any part of the premises, nor grant an option for assignment, delegation, transfer or sub-sublease/license for the whole or any part of the premises, nor shall this Sublease/License or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the City. If the City gives its consent to any assignment, delegation, sub-sublease or other transfer, the same shall not be a waiver, and this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sub-sublease or other transfer shall be made without the City's consent. All prohibited events under this paragraph are hereinafter referred to as "transfers," or "transfer."

b. **Notice by Sublessee/Licensee — Production of Records.** If Sublessee/Licensee desires to transfer this Sublease/License, Licensee shall notify the City in writing of said desire to transfer at least ninety (90) days prior to the effective date of the proposed transfer. The notice shall specify the date of the proposed transfer, the identity of the transferee, and the terms of the proposed transfer, including all consideration of any kind to be received by the licensee. Upon request by City, licensee shall provide:

- i. a full and complete financial statement of the proposed transferee;
- ii. a copy of the proposed transfer instrument;
- iii. an affidavit from the transferee that it has examined the Master Lease, and all accompanying schedules and exhibits, and has examined this Sublease/License, has had an opportunity to consult with legal counsel, and understands the terms and conditions under which a transfer will be undertaken; and
- iv. any other information the City reasonably requests.

c. **Decision by the City.** The City shall review the request to transfer and

respond with either an approval or disapproval not later than sixty (60) days prior to the effective date of the proposed transfer. Disapproval shall be final and binding on the Licensee and shall not be subject to litigation or appeal. The City shall charge Licensee a reasonable fee for administrative costs for the review and processing of a transfer. Said fee shall be due and payable upon invoice from the City to Licensee.

d. **Effect of Transfer.** Should the City consent to a transfer, the transferee shall be fully bound to this Sublease/License and the Master Lease. Despite consent by the City and a permitted transfer, Licensee and any subsequent transferor shall not be released, but shall also be fully bound to and obligated to payment and performance under this Sublease/License.

31. **NOTICES.** Except for notices required under Chapter 59.12 RCW, notices required under this Sublease/License shall be given in writing to the following respective addresses, effective as of the postmark time and date, or to such other place as may hereafter be designated by either party in writing:

a. if to City, to:

The Chief Administrative Officer
City of Marysville
1049 State Avenue
Marysville, WA 98270

b. if to Licensee, to

Federal Bureau of Investigation
Bldg 27958A
Quantico, VA 22135
Attn: Site Lease Group

32. **HOLDING OVER.** If Licensee holds over after the expiration of the term of this Sublease or any extension thereof, Licensee, if the Master Lease has not expired, shall become a subtenant from month to month upon the terms of this Sublease/License as applicable. Acceptance by the City of rent after such expiration or early termination shall not result in a renewal of this Sublease/License, or waiver of any early termination, and shall not affect the City's right of reentry or any other rights the City may have. If Licensee fails to surrender possession of the premises upon expiration of this Sublease/License, despite demand to do so, as provided for by law, Licensee shall pay two (2) times the rent herein specified (prorated on a monthly basis), interest, attorney's fees and costs as specified in this Sublease/License.

33. **NO PRESUMPTION AGAINST DRAFTER.** Licensee and City agree that this Sublease/License has been freely negotiated by the parties, and in the event of any dispute

concerning the meaning or interpretation of the terms and conditions of this Sublease/License, there shall be no inference, presumption or conclusion drawn against the City for or on account that the City or its legal counsel have prepared this Sublease/License.

34. **CAPTIONS.** The captions of this Sublease/License are for convenience only and do not in any way limit or amplify the provisions of this Sublease/License.

35. **AUTHORITY.** Licensee covenants and represents that it has full authority and power to execute this Sublease/License, and that by execution of this Sublease/License it will not violate any provision of law or contract and that Licensee will be fully bound to full payment and performance under the terms of this Sublease/License.

36. **CUMULATIVE REMEDIES.** No provision of this Sublease/License shall preclude the City from pursuing any other remedies the City may have for or on account of Licensee's failure to perform its obligations.

37. **NONWAIVER.** The failure of the City to insist upon strict performance of the terms of this Sublease/License shall not be construed as a waiver by the City of strict performance. Waiver of a particular default shall not be deemed to be a waiver of any subsequent breach or default.

38. **SURRENDER OF PREMISES.** At the end of the term of this Sublease/License, besides performance of specific removal and remediation covenants provided for elsewhere in this Sublease/License, and subject to those covenants, Licensee shall peaceably deliver up to the City possession of the premises in the same condition as received, except for ordinary wear and tear.

39. **INTEGRATION; FULL AGREEMENT.** This Sublease/License is intended as a full and final expression of the agreement between the parties. All prior discussions, statements, representations, and warranties are integrated and merged into this agreement. There are no agreements between the parties, and there are no representations on which either party relies except as set forth in this Sublease/License.

DATED: 5-11-04

DATED: 5/20/04

CITY OF MARYSVILLE

LICENSEE: Department of Justice

By Dennis L Kendall
DENNIS KENDALL, Mayor

By Margaret A. Dimpalis
Its Contracting Officer

ATTEST: Gerry Becker
Gerry Becker, city clerk

/wpf/mv/comm.lease DOJ

By Gerry Becker
GERRY BECKER, City Clerk

Approved as to form:

By Grant K. Weed
GRANT K. WEED, City Attorney

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/23/2020

AGENDA ITEM:	
An Interlocal Agreement for Information Technology Services between the City of Marysville and the Marysville Regional Fire Authority	
PREPARED BY:	DIRECTOR APPROVAL:
Worth Norton, IS Manager Jon Walker, City Attorney	
DEPARTMENT:	
Finance / Information Services	
ATTACHMENTS:	
Interlocal Agreement for Information Technology System (IT) Services	
BUDGET CODE:	AMOUNT:
	\$0
SUMMARY:	

The City of Marysville and the Marysville Fire District had a long term technology relationship based on shared infrastructure; where the Fire District reimbursed the City for direct costs based on their proportionate use of each technology. Now that the Fire District has converted to a Regional Fire Authority, the old letter of understanding needs to be made into an Interlocal agreement and take into account overhead costs, the future requirements for separating electronic records, and how to process public records requests.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Interlocal Agreement for Information Technology Services between Marysville and the Marysville Regional Fire Authority.

**INTERLOCAL AGREEMENT
FOR INFORMATION TECHNOLOGY SYSTEM (IT) SERVICES**

This Interlocal Agreement is made and entered into this ____ day of _____, 2020, by and between the City of Marysville, Washington, a municipal corporation (hereinafter referred to as “City”) and the Marysville Fire District Regional Fire Authority, (hereinafter referred to as “District”).

WHEREAS, the City has provided information services to both Fire Protection District 12 and the former joint operation known as the Marysville Fire District; and

WHEREAS, the District has assumed all fire protection and emergency medical services in the City; and

WHEREAS, the City and the District have agree that sharing certain technology infrastructure is financially beneficial to both agencies; and

WHEREAS, there are certain services that both the City and the District agree should be separated including the domain, email, and archiving. The City and the District agree to work towards the separation of these items as soon as workloads allow and budgets have been adjusted. The District agrees to pay for all costs associated with any separation of services including licensing, consulting services, and overtime.

WHEREAS, the District is responsible for purchasing all client software and client access licenses (CALs), other than what is specifically detailed in this agreement. The District will allow the City to audit District license and CAL quantities and the District will purchase any needed licenses.

NOW THEREFORE for and in consideration of the services to be rendered and the payments to be made, the parties hereby recite, covenant and agree as follows:

1. **Purpose and Services To Be Provided.** The purpose of this agreement is for the City to act as an independent contractor providing information services to the District. Subject to the terms and conditions set forth below, the City hereby agrees to provide IT related services as set forth in Exhibit A. No separate entity is created to carry out this agreement.
2. **Compensation.** District shall compensate the City for the services rendered in Exhibit A. The City will invoice the District at the beginning of each quarter. Invoices are due within 30 days of receipt. All charges will be reevaluated each quarter and any changes to user or device quantities, usage, COLAs, price changes, or other factors will be reflected in that quarter’s billing. When budgeting, the District should plan for growth and potential price changes.
3. **Independent Contractor.** The parties specifically agree that the City is an independent contractor and not an employee of the District.

4. **Term.** This agreement shall continue in force and effect for a minimum of two years unless terminated as provided in this agreement. Extension of the term of this agreement may be effected by written agreement.
5. **Termination.** Either party may terminate this agreement at any time without cause by providing at least 180 days advance notice of termination in writing to the other party. If technologically reasonable, the City will return any District data by the end of the 180 day notice period.
6. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by both parties.
7. **Hold Harmless.** Except as described in Section 9, each party to this Agreement will be responsible for its own acts and/or omissions and those of its officers, employees and agents. Neither party to this Agreement will be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement. This provision will survive the termination of this Agreement.
8. **Insurance.** Both parties will maintain appropriate insurance, self-insurance, or membership in a risk pool, such as the Washington Cities Insurance Authority for the duration of this Agreement. Appropriate insurance includes cyber insurance that covers costs related virus, malware, and ransomware security consulting for cleanup.
9. **Public Records.** Each party is responsible for responding to any public records request it receives. This section addresses situations that may arise because District records reside on City servers. The parties intend that all records belonging to the District passively stored on City IT infrastructure remain District records.

Public Records Requests Received by the District

In the event the District receives a public records request that requires searching its records in a manner that can only be accomplished by the City's information services, the City will cooperate with the District in completing the search and making any responsive records available to the District. The City will bill the District for staff time at the current hourly rate in Exhibit A.

The District's Records Officer will provide relevant search terms in writing to the City's System Administrator and the City's public records officer. The City will advise the District of the estimated time to gather the records based on these search terms and utilize these search terms to perform a search of the City server(s). The City will transmit the records identified by the search terms to the District. The District will be responsible for processing and disseminating the records provided by the City.

The City will store and maintain the District's records in the same manner and with the same care as it stores and maintains its own records. The City will conduct all searches intended to respond to public records requests for District records utilizing the search terms provided in writing by the District and will implement the search in the same manner and with the same care as it conducts searches intended to respond to public records requests for its own records.

The District will defend the City in any public records action relating to a public records request to the District for which the District requested City assistance. The District will indemnify and hold harmless the City, its officers and employees from any and all claims, injuries, damages, losses, or suits, including attorney fees, relating to a public records request to the District for which the District requested City assistance, unless caused by the sole negligence or intentional or reckless misconduct of the City.

Public Records Requests Received by the City

In the event the City receives a public records request to which District records residing on the City's servers or other technological infrastructure are potentially responsive, the City will ask the requestor to clarify his or her request as to whether it includes records of the District. If the requestor agrees that District records need not be disclosed, the City will take no further action as to those records.

If the requestor responds that they do wish to have the opportunity to inspect or obtain copies of District records, or if the requester does not otherwise state that District records need not be disclosed, the City will promptly notify the District. If the District believes there are no exemptions for the records, the City will disseminate the records to the requestor. If the District wishes to assert an exemption or believes that some or all of the records identified by the City as responsive to the request are not responsive, the District will notify the City and shall seek injunctive relief if necessary. The City will give third party notice to the District and provide the District with not less than 10 business days to obtain a court order blocking release of the records. The District will assume all liability for the exemption, redaction, or non-responsiveness by executing a supplementary agreement substantially in the form of Exhibit B, and the District will defend, indemnify and hold harmless the City from any and all claims, injuries, damages, penalties, losses, or suits, including attorney fees for any violation of the public records act that arises from the District asserting an exemption, determining that a record is not responsive to a request received by the City, or unduly delaying the City's response to the request.

The City will advise the District as to any technological constraints on responding to a request.

10. **Recitals Incorporated by Reference.** The recitals are a part of this agreement.
11. **Administrators.** This agreement will be carried out by appropriate staff of each party. Any dispute will be addressed by the City's Chief Administrative Officer and the District's Fire Chief.
12. **Applicable Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Snohomish County, Washington.

13. **Non-Discrimination.** Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.

14. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

15. **No Third Party Beneficiaries.** The City and the District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

CITY OF MARYSVILLE

By _____ Date: _____, 2020
Jon Nehring, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
Tina Brock, Deputy City Clerk

By _____
Jon Walker, City Attorney

MARYSVILLE FIRE DISTRICT, A REGIONAL FIRE AUTHORITY

By _____ Date: _____, 2020
Michael Stevens,
Chair of Governing Board

ATTEST:

APPROVED AS TO FORM:

By _____
Board Secretary

By _____
District Attorney

EXHIBIT A

The City will provide the District with the following services beginning January 1, 2020 and billed as 2020 Q1.

Network Administration **\$193.54 / month**

The City will provide network administration for the District, including programming District switches, backing up switch configurations, providing a virtual core switch, and troubleshooting connectivity. Connectivity between the District and the City will be reevaluated when City moves to its new campus.

This charge is for 2 hours of network administration per month. The charge is based on the City's pay rate for System's Administrator (N116-7) plus benefits and overhead. The 2020 rate is \$96.77 per hour and future rates will depend on the City COLA and inflation. The District will be responsible for the purchase and replacement of all edge switches, the District's core switch, and cabling.

I-Net Fiber **\$401.04 / month**

The City currently provides fiber between Station 61 and the following buildings using the City's I-Net which is furnished by Comcast: Station 62, Station 63, Station 66, and the District Admin Building. The City will continue to provide this service as long as the City is able to maintain the I-Net agreement with Comcast. Upon the termination of the I-Net agreement with Comcast, the District is responsible for obtaining and paying for connectivity.

This charge includes reimbursement for the Comcast maintenance charge prorated per fiber demark. This charge does not include any equipment or equipment replacement costs.

Email **\$286.57 / month**

The City will continue to provide marsyvillewa.gov email accounts to the District until the District moves its email to O365. The District will pay for all costs associated with the move to O365, including consulting services and overtime to assist with the move. After the move to O365, this charge will be adjusted to reflect the user administration of the O365 email environment.

This charge includes the cost of the email server and Barracuda spam filter and archiver. This charge is based on 146 accounts at \$1.30 per account per month. This charge also includes 1 hour (N116-7) of Exchange and Barracuda administration per month. The District is responsible for maintaining current Microsoft Exchange CALS (ExchgStdCAL) for all District users.

Virtual Servers **\$279.84 / month**

The City will provide the District with virtual servers with the City's Nutanix environment or the City's Hyper-V DMZ environment.

This charge includes the prorated cost of the Nutanix host environment based on the total number of cores with a 2 core minimum per server. The charge also includes overhead for power and server room. Fire has 12 cores out of a total 140 at a cost of 23.32 per core per month.

Domain Management including GPOs, DNS, and DHCP **\$349.34 / month**

The City will provide the District with top level domain management until the District has fully converted to O365 and their own domain infrastructure. The City will provide the District with Active Directory administration for the District's domain, including the District's new domain prior to the O365 conversion. The District will pay for all costs associated with the move to a new domain name, including consulting and overtime.

This charge includes 3 hours (N116-7) of domain administration per month, and a prorated share, based on users, of City primary domain controllers and DHCP server, and domain registration fees. This cost will be adjusted after the District moves to its own domain and

DHCP servers. The District is responsible for maintaining current Microsoft CALS (WinSvrCAL) for all District users including email only users.

Static IP Internet Connectivity **\$238.10 / month**

The City provides static IP synchronous Internet connections with an SLA (service level agreement). This connection is used for email, MDM, VPN, patch management, etc.. The charge is prorated by the number of City/District email users.

Endpoint Protection **\$80.44 / month**

The City will provide the District with managed virus, malware, and endpoint protection using Symantec Endpoint Protection, Avast Cloud Care, or similar products.

This charge is based on 84 protected computers at \$0.86 per month for the license and a prorated cost for one 2 core server. This charge is subject to change due to product selection and pricing. The District is responsible for maintaining cyber insurance and is responsible for any costs related virus, malware, or ransomware security consulting for cleanup.

Patch Management **\$65.90 / month**

The City will provide Microsoft and third party patch management for the District network connected computers. The District will be responsible for maintaining third party patching on non-network connected computers by physically providing non-networked computers to help desk personnel on a regular basis.

This price is the prorated cost of two patch servers and software based on 71 protected computers.

VPN Services **\$92.99 / month**

The City will provide the District with NetMotion connectivity for field computers.

This cost is based on a pro-rated share of licensing and server costs based on 14 connected computers. The District is responsible for devices' mobile data costs.

File Server **\$42.11 / month**

The City will provide a shared folder structure to all District users on the City's NAS servers until the District moves its files to O365 and OneDrive. The District will pay for all costs associated with the move to O365 and OneDrive, including consulting services and overtime to assist with the move.

This cost is based on a pro-rated share of server costs using District storage vs City storage.

Server Backups **\$234.19 / month**

The City will provide backups and an offsite backup for the District servers.

This charge is a prorated cost based on the percentage of data compared to the City data for the backup server and replacement funding. This charge also includes administration costs of 1 (N116-7) hour per month.

Desktop and Help Desk Support **\$5,457.48 / month**

The City will provide the District with 16 hours of desktop and help desk support per week. Help desk support will be provided during normal Information Services business hours. Any after-hours support will be "best effort, if available" and an additional 3 hour minimum overtime charge will be billed to the District.

The charge is based on the City's pay rate for Systems Analyst (N113-7) plus benefits, overhead and future COLAs. The 2020 rate is \$78.71 per hour.

Mobile Device Management **\$55.78 / month**

The City will provide the District with VMWare Workspace One MDM for the District's iPhones and iPads.

This cost is based on a pro-rated share of licensing and server costs based on 19 iPhones and iPads.

LogMeIn (GoToMeeting) License **\$18.58 / month**

The City will provide the District with one of the five City LogMeIn licenses and prorate accordingly.

Text Message Archiving **\$206.55 / month**

The City will archive District text messages and charge the District the monthly fee of \$7.65 per device based on 27 phones.

Social Media Archiving **\$295.93 / month**

The City will provide the District website and social media archiving using PageFreezer. City and District will split the cost evenly for the website archiving and Fire will reimburse the City \$5.47 per month for Fire’s 4 social media accounts and \$54.65 per month for Next Door.

Mitel Call Accounting **\$43.23 / month**

The City will maintain a Mitel call accounting server for the District. The District will be responsible for informing the City of DID numbers that Fire wants included in the accounting. The District will be responsible for the purchase of any additional licenses needed. The charge will be prorated based on the number of 3300 call servers which is currently 25%.

TRAKiT Licensing and Maintenance **\$103.02 / month**

The City will provide the District with one TRAKiT permitting and inspection license.

Optional Services Billed as Needed

Public Information Request Assistance **\$96.77 / hour**

The City will provide the District with PIR search assistance when needed. If the search takes more than a few hours or if it requires specialized help, the City will bill the District for the actual hours worked based on the City’s pay rate for Systems Administrator (N116-7) plus benefits, overhead and future COLAs. The 2020 rate is \$96.77 per hour.

Unplanned Services as Needed

The City will provide the District additional services not outlined in this agreement if requested and staff time and resources allow. These services will be billed based on the employee completing the work as follows.

2020 rates for City IS employees including benefits and overhead

Computer Support Technician	\$66.91 / hour
Systems Analyst	\$78.71 / hour
System Administrator	\$96.77 / hour

2020 Q1 Fire Billing

Item	Monthly	Quarterly
Networking	\$193.54	\$580.63
Fiber	\$401.04	\$1,203.12
Email	\$286.57	\$859.71
Virtual Servers	\$279.84	\$839.52
Domain Management	\$349.34	\$1,048.02
Internet Connectivity	\$238.10	\$714.30
Endpoint Protection	\$80.44	\$241.32
Patch Management	\$65.90	\$197.70
VPN Services	\$92.99	\$278.97
File Server	\$42.11	\$126.33
Server Backups	\$237.01	\$711.02
Help Desk Support	\$5,457.48	\$16,372.45
Mobile Device Management	\$55.78	\$167.34
LogMeIn License	\$18.58	\$55.74
Text Message Archiving	\$206.55	\$619.65

Social Media Archiving	\$295.93	\$887.79
Mitel Call Accounting	\$43.23	\$129.69
TRAKiT Maintenance	\$103.02	\$309.05
Total Fire Monthly Charge	\$8,447.45	\$25,342.35

EXHIBIT B

INDEMNIFICATION AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE MARYSVILLE FIRE DISTRICT REGIONAL FIRE AUTHORITY REGARDING THE RELEASE OF PUBLIC RECORDS

This indemnification agreement between the City of Marysville (City) and the Marysville Fire District (District) is in regard to a public records request received by the City on _____, 20____.

The District asserts that certain records of the District residing on the City’s servers should be:

- Exempted
- Redacted
- Non-responsive

Identification of documents:

(attach additional page(s) as necessary)

In consideration of the City exempting, redacting, or treating the record as non-responsive, the District agrees to defend, indemnify and hold harmless the City from any and all claims, injuries, damages, penalties, losses, or suits, including attorney fees for any violation of the public records act that arises from the District asserting an exemption, determining that a record is not responsive to a request received by the City, or delaying the City’s response to the request in regard to the records identified in this Agreement.

SIGNATURES

Index #11

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

CITY COUNCIL MEETING DATE: 3/23/2020

AGENDA ITEM:	
Resolution Authorizing Remote Attendance at Council Meetings	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The COVID-19 public health emergency may affect the ability of City Council Members or the Mayor to attend a council meeting. Public health authorities will issue a quarantine order for an individual who meets certain criteria for possible exposure to COVID-19, although that person may not have contracted the virus or be symptom free. They have also strongly urged anyone with respiratory symptoms to stay away from other members of the public. Consequently, a city council member who would normally attend a council meeting could be quarantined and therefore unable to attend or have mild respiratory symptoms and therefore responsibly choose not to attend, but otherwise be fully capable of participating in the meeting and discharging the duties he or she was elected by Marysville citizens to perform.

It also is possible that four council members could be rendered unable to attend a council meeting in person by these unique circumstances. Accordingly, there would be no possibility of a quorum at that meeting. This would deprive the Council of the ability to conduct the public's business.

This resolution would authorize a council member or the mayor to attend remotely if he or she was quarantined or experiencing respiratory symptoms. It directs the Mayor to arrange for a speakerphone in council chambers so that other members and the public can hear the remotely attending council member(s), which is required by the open public meetings act. It also is intended to be a temporary expedient and is limited in duration to the current public health emergency.

<p>RECOMMENDED ACTION: Staff recommend the Council consider adopting the resolution authorizing remote attendance.</p> <p>RECOMMENDED MOTION: I move to adopt Resolution No. _____.</p>

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AUTHORIZING THE MAYOR AND CITY COUNCIL MEMBERS TO ATTEND CITY COUNCIL MEETINGS REMOTELY DURING THE COVID-19 PUBLIC HEALTH EMERGENCY.

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services secretary Alex Azar declared a public health emergency for COVID-19, beginning January 27, 2020; and

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee proclaimed a public health emergency for COVID-19, beginning February 29, 2020, and issued an additional proclamation on March 16, 2020, further limiting public gatherings; and

WHEREAS, Snohomish County and the Snohomish Health District have also issued proclamations of emergency and activated their emergency operations centers to deal with this crisis; and

WHEREAS, City of Marysville Mayor Jon Nehring issued a local proclamation of emergency related to COVID-19 for the City of Marysville under MMC 2.12.040 and RCW 38.52.070(2). This authorized necessary actions by the Chief Administrative Officer and city staff to protect public health; and; and

WHEREAS, public health officials have implemented protocols for quarantining individuals who may have been exposed to COVID-19 regardless of whether they are displaying symptoms and for those who have been infected, and further have discouraged anyone with any type of respiratory illness from attending public gatherings to avoid the spread of COVID-19; and

WHEREAS, if four city council members were unable to attend a council meeting in person, there would be no quorum and the remaining council members could not attend to public business; and

WHEREAS, authorizing the mayor and city council members to attend council meetings remotely if they do become ill or are quarantined, while maintaining the ability of the public to observe the proceedings, during this public health emergency will enhance public health and help reduce the spread of COVID-19, while ensuring that the City Council will have a quorum to attend to public business.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Mayor or a City Council Member who is quarantined or

experiencing a respiratory illness may notify the Council President, the Mayor, or the City Clerk that he or she desires to attend a specific council meeting telephonically.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that if a Council Member requests to attend telephonically the Mayor will take steps to provide for a speakerphone to be set up in the City Council Chambers at 1049 State Avenue to permit other Council Members and members of the public to hear the comments and votes of any Council Member attending telephonically and the Mayor will determine if other means of transmitting the meeting to members of the public is technologically practical and implement any such means that he in his sole discretion believes appropriate.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that telephonic attendance at Council Meetings is a temporary expedient to respond to the current public health emergency and is not a permanent policy or procedure of the City Council of Marysville.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2020.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 3/23/2020

AGENDA ITEM:	
Custodian position	
PREPARED BY:	DIRECTOR APPROVAL:
Gloria Hirashima	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
50200030.511000-526000	\$53,000
SUMMARY:	

Earlier this year Council approved the proposal for internal custodian support, creating 2 full time position and a seasonal budget. The COVID-19 crisis has elevated concerns for cleaning building and keeping facilities sanitized. Staff proposes an additional custodian position to meet current and future needs, which we anticipate will continue for some time. This provides extra flexibility in scheduling disinfection of our facilities on a routine basis. The MOU with Teamster 763 provides for review in January 2022, at which time we can assess whether to continue or discontinue internal janitorial services or revert to a contract service.

RECOMMENDED ACTION: Approve one additional Custodian position.

Index #13

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

CITY COUNCIL MEETING DATE: March 23, 2020

AGENDA ITEM: Ordinance Amending chapter 14.05 MMC to permit deferred payment plans and waiver of service charges due to COVID-19	
PREPARED BY: Jon Walker	DIRECTOR APPROVAL:
DEPARTMENT: Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Some Marysville residents are facing economic challenges due to not being able to work, having reduced patronage of their business, or having to close their business during the COVID-19 emergency. The municipal code currently restricts when the City can offer deferred payment on utility accounts and when the service charge for delinquent accounts may be waived. This ordinance authorizes the finance director to waive the service charge and the chief administrative officer to offer a deferred payment plan charge when a water account delinquency is related to an emergency declared by the mayor or governor.

<p>RECOMMENDED ACTION: Staff recommends the Council consider adopting the ordinance.</p> <p>RECOMMENDED MOTION: I move to adopt Ordinance No. _____.</p>
--

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

A PUBLIC EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING CHAPTER 14.05 OF THE MUNICIPAL CODE TO PROVIDE PAYMENT OPTIONS DURING AN EMERGENCY.

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services secretary Alex Azar declared a public health emergency for COVID-19, beginning January 27, 2020; and

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee proclaimed a public health emergency for COVID-19, beginning February 29, 2020, and issued an additional proclamations further limiting public gatherings and business operations; and

WHEREAS, Snohomish County and the Snohomish Health District have also issued proclamations of emergency and activated their emergency operations centers to deal with this crisis; and

WHEREAS, City of Marysville Mayor Jon Nehring issued a local proclamation of emergency related to COVID-19 for the City of Marysville under MMC 2.12.040 and RCW 38.52.070(2); and

WHEREAS, public health officials have implemented protocols for quarantining individuals who may have been exposed to COVID-19 regardless of whether they are displaying symptoms and for those who have been infected, and further have discouraged anyone with any type of respiratory illness from attending public gatherings to avoid the spread of COVID-19; and; and

WHEREAS, some residents of Marysville are facing economic challenges due to not being able to work or open their business during this emergency or having reduced income due to the emergency; and

WHEREAS, maintaining water and solid waste utilities during this emergency promotes public health and will assist residents in weathering the emergency; and

WHEREAS, amending the municipal code to allow for deferred payments and waiver of service charges on their utility accounts will further public health; and

WHEREAS, to protect the public health this ordinance should take effect immediately on adoption due to the emergency declared by the Mayor and the Governor.

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

SECTION 1. Chapter 14.05 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. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. Because of the current emergency, this ordinance shall become effective immediately and will be published by the city clerk.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2020.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____,
DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

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

EXHIBIT A

14.05.040 Delinquent bills – Service charge.

For each notice sent to a utility customer advising the customer that an account is delinquent or that utility service will be discontinued by reason of the delinquency, there shall be a service charge added to the account as set forth in MMC [14.07.005](#). The finance director, or his designee, is authorized to waive the service charge under the following circumstances:

- (1) Where a utility customer has made arrangements with the city, prior to the date the billing is due, for deferral of the payment of the bill;
- (2) Where another public agency must obtain approval for payment of the billing and the customer's payment cycle is inconsistent with the city's billing cycle; or
- (3) In such other circumstances where, in the judgment of the finance director or his [or her](#) designee, the customer can demonstrate a bona fide economic hardship.

[\(a\) If the mayor or governor has declared a state of emergency and the finance director determines that the delinquency is related to the emergency, he or she may waive the service charge.](#)

14.05.070 Involuntary discontinuance of water service.

- (1) Water service may be discontinued by the city for any of the following reasons:
 - (a) For delinquent and unpaid charges, as specified in MMC [14.05.030](#);
 - (b) For the use of water and sewer utilities for purposes or properties other than that specified in the application;
 - (c) For willful waste of water through improper or imperfect piping, equipment or otherwise;
 - (d) When a customer's piping or equipment does not meet the city's standards, or fails to comply with other applicable codes and regulations;
 - (e) For tampering with property of the city utility system;
 - (f) In case of vacation of the premises by the customer;
 - (g) For the use of the utility lines in a manner which adversely affects the city's service to its other customers;
 - (h) For fraudulent or improper obtaining or use of utility service.

(2) Except in the case of danger to life or property, fraudulent use, impairment of service, or violation of law, the city shall use its best efforts to comply with the following procedures prior to an involuntary discontinuance of service:

(a) The city shall send the owner and occupant of the premises, using addresses shown in the city utility records, written notice that water service to the property will be shut off on a date not less than 10 days thereafter unless the delinquencies are paid in full. The notice shall state that the owner and occupant of the premises have a right to a hearing before the city administrator for the purpose of resolving disputed accounts. A request for such a hearing must be made not less than five days prior to the shutoff date. At the hearing the ~~city administrator~~chief administrative officer is authorized to compromise and settle disputes in the interest of justice; provided, the city administrator shall not be authorized to waive or reduce bills which are legitimately due, or to ~~lend the city's credit by allowing~~allow a deferred payment schedule, except that when the mayor or governor has declared a state of emergency and the chief administrative officer determines that the delinquency is related to the emergency, he or she may agree to allow a deferred payment schedule.

(b) If service is not discontinued within three days after the stated shutoff date, unless other mutually acceptable arrangements have been made, the shutoff notice shall become void and a new notice shall be required before the service can be disconnected thereafter.

(c) In the event of a disputed account, at any time before the city shuts off service, the owner or occupant of the premises may tender the amount he claims to be due; provided, that the amount must be reasonably supported by document evidence. The right of the city to thereafter shut off service shall not accrue until the dispute has been administratively or judicially resolved.

(d) Except in case of danger to life or property, no disconnection shall be accomplished on Saturdays, Sundays, legal holidays or any day on which the city cannot reestablish service on the same or following day.

(e) Where service is provided to a master meter, or where the city has reasonable grounds to believe that service is to other than the customer of record, the city shall undertake all reasonable efforts to inform the occupants of the service address of the impending disconnection. Upon request of one or more service users, where service is to other than the subscriber of record, an additional five days shall be allowed prior to shutoff to permit the service users to arrange for continued service.

(f) When a city employee is dispatched to disconnect service, that person shall be authorized to accept payment of a delinquent account, plus disconnection and reconnection charges, at the service address if the same is tendered by a check made payable in the exact amount to the order of the city of Marysville.

(g) Charges for disconnection and reconnection of water service, as specified in MMC 14.05.080, shall be added to the account, and shall be paid in full prior to reconnection.

(3) At any time that an owner or occupant of premises requests a closing statement on a water account, or requests a change of the customer's name on such account, the city shall read the water meter and shall issue a statement showing the then-current account balance. If the account is in a delinquent status, the city shall immediately disconnect the water service without the necessity of advance written notice pursuant to subsection (2) of this section.