



**MARYSVILLE**  
WASHINGTON

**REGULAR MEETING**  
**MONDAY, APRIL 24, 2023 – 7:00 PM**  
**501 DELTA AVENUE**  
**MARYSVILLE, WA 98270**

**AGENDA**

---

**To listen to the meeting without providing public comment:**

**Join Zoom Meeting**

**<https://us06web.zoom.us/j/86246307568>**

**Or**

**Dial toll-free US: 888 475 4499**

**Meeting ID: 862 4630 7568**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Presentations**

**Audience Participation**

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

1. April 3, 2023 City Council Work Session Minutes  
[April 3, 2023 Work Session Minutes](#)
2. April 10, 2023 City Council Meeting Minutes  
[April 10, 2023 Meeting Minutes](#)

**Consent**

3. April 10, 2023 Payroll in the Amount of \$1,803,089.50 Paid by EFT Transactions and Check Numbers 34547 through 34560
4. April 10, 2023 Payroll in the Amount of \$35,226.59 Paid by EFT Transactions and

Check Numbers 34561 through 34564

5. April 12, 2023 Claims in the Amount of \$1,531,759.32 Paid by EFT Transactions and Check Numbers 162206 through 162365  
[041223.rtf](#)
6. April 19, 2023 Claims in the Amount of \$3,125,136.78 Paid by EFT Transactions and Check Numbers 162366 through 162520  
[041923.rtf](#)

## Review Bids

## Public Hearings

## New Business

7. Commute Trip Reduction (CTR) - Interlocal Agreement Extension

Recommended Motion: I move to authorize the Mayor to sign *Amendment 1 – Interlocal Extension Letter* for the *Interlocal Agreement for Administering Commute Trip Reduction (CTR) Plans and Programs*.

[E001 - 2019 CTR ILA - PA23007.pdf](#)

[E002 - CT Extension Memo - PA23007.pdf](#)

[E003 - Notice of Extension - PA23007.pdf](#)

[E004 - CT Letter to Marysville - CTR Extension - PA23007.pdf](#)

[E005 - ILA Extension - PA23007.pdf](#)

8. Recovery Contract (23-303) for Sewer Utility Construction Costs

Recommended Motion: I move to authorize the Mayor to sign and execute the recovery contract.

[RC23-303 Prospector PRD Packet \(Sewer\).pdf](#)

[RC23-303 Recovery Contract \(Sewer\).docx](#)

[RC23-303 Contract Routing Cover Sheet.docx](#)

9. Recovery Contract (23-304) for Water Utility Construction Costs

Recommended Motion: I move to authorize the Mayor to sign and execute the recovery contract.

[RC23-304 Recovery Contract \(Water\).docx](#)

[RC23-304 Contract Routing Cover Sheet.docx](#)

[RC23-304 Prospector PRD Packet \(Water\).pdf](#)

10. Purchase Order – 2023 Peterbilt 536 Container Delivery Truck (Revised)

Recommended Motion: I move to authorize the Mayor to execute the purchase order, as revised, in the amount of \$175,990.60, plus applicable sales tax, for procurement of a 2023 Dobbs Peterbilt 536 Container Delivery Truck.

[Contract Letter - Container Delivery Truck.pdf](#)

[PO - Container Delivery Truck.pdf](#)

11. Purchase Order - 2023 Autocar ACX/Labrie Wittke Residential Front Load Refuse Truck (Revised)

Recommended Motion: I move to authorize the Mayor to execute the purchase order, as revised, with Dobbs Peterbilt in the amount of \$409,882.40, plus applicable sales tax, for procurement of a 2023 ACX/Labrie Wittke Residential Front Load Refuse Truck.

[Autocar Notice of Increase City of Marysville 1-31-23.pdf](#)  
[Autocar PnP 060920.pdf](#)  
[Contract Letter - Refuse Truck.pdf](#)  
[PO - Refuse Truck.pdf](#)

12. Professional Services Agreement with Snohomish County for Marysville Visitor Analytics

Recommended Motion: I move to authorize Mayor Nehring to execute the 2023 professional services agreement with Snohomish County for Marysville visitor analytics.

[2023 Professional Services City of Marysville \(Datafy\) updated.pdf](#)  
[Schedule C.pdf](#)

13. Local Agency Agreement Supplement No. 2 with WSDOT for the 80<sup>th</sup> St NE Non-Motorized Project

Recommended Motion: I move to authorize the Mayor to sign and execute the attached Local Agency Agreement Supplement No. 2 with WSDOT to obligate \$498,252 in State funds for construction of the 80<sup>th</sup> St NE Non-Motorized project.

[Local Agency Agreement Supplement No. 2.pdf](#)  
[Local Agency Federal Aid Project Prospectus.pdf](#)

14. Supplemental Agreement No. 2 with KeyBank, National Association for Banking Services

Recommended Motion: I move to approve Supplemental Agreement No.2 with KeyBank, National Association.

[PSA\\_SuppTime 2 Banking Services Key Bank.docx](#)

15. ESRI - GIS Enterprise Agreement Renewal

Recommended Motion: I move to approve the ESRI GIS Enterprise Agreement Renewal.

[ESRI - GIS Enterprise Agreement Renewal.pdf](#)

## Legal

**Mayor's Business**

**Staff Business**

**Call on Councilmembers and Committee Reports**

**Adjournment/Recess**

**Executive Session**

*A. Litigation*

*B. Personnel*

*C. Real Estate*

**Reconvene**

**Adjournment**

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



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** Genevieve Geddis, City Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** **Approval of Minutes**

**SUBJECT:** April 3, 2023 City Council Work Session Minutes

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**  
[April 3, 2023 Work Session Minutes](#)

City Council



501 Delta Ave  
Marysville, WA 98270

**Work Session  
April 3, 2023**

**Call to Order**

Mayor Nehring called the meeting to order at 7:00 p.m.

**Pledge of Allegiance**

Mayor Nehring led the Pledge of Allegiance.

**Roll Call**

**Present:**

Mayor: Jon Nehring

Council: Councilmember Peter Condyles, Councilmember Mark James, Councilmember Tom King, Councilmember Michael Stevens, Councilmember Kelly Richards, Councilmember Steve Muller, Council President Kamille Norton

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Interim Finance Director Sandy Langdon, City Attorney Jon Walker, Parks, Culture, and Recreation Director Tara Mizell, CD Director Haylie Miller, Police Chief Erik Scairpon, IT Director Stephen Doherty, Police Chief Erik Scairpon, Community Information Officer (CIO) Connie Mennie, Systems and Database Analyst Will Kaiser, City Engineer Max Phan, Economic Development Manager Terrie Battuello, Public Works Services Manager Skip Knutsen

**Approval of the Agenda**

**Motion** to approve the agenda moved by Council President Norton, seconded by Councilmember Muller.

**AYES: ALL**

**Motion** to waive normal rules and conduct business this evening moved by Councilmember Richards, seconded by Council President Norton.

**AYES: ALL**

**Discussion Items**

**Public Comment**

None

**Approval of Minutes**

Consent

- 1.) January 30, 2023 Misc. Payroll in the Amount of \$12,975.45 Paid by EFT Transactions and Check Numbers 34275 through 34279
- 2.) January 31, 2023 Misc. Payroll in the Amount of \$179,633.09 Paid by EFT Transactions and Check Numbers 34280 through 34371
- 3.) February 1, 2023 Misc. Payroll in the Amount of \$20,530.07 Paid by EFT Transactions and Check numbers 34372 through 34466
- 4.) February 9, 2023 Misc. Payroll in the Amount of \$2,096.11 Paid by EFT Transactions and Check Numbers 34485 through 34487
- 5.) February 24, 2023 Misc. Payroll in the Amount of \$2,542.96 Paid by EFT Transactions and Check number 34505
- 6.) March 1, 2023 Misc. Payroll in the Amount of \$9,557.01 Paid by EFT and check numbers 34506 through 34512
- 7.) March 10, 2023 Payroll in the Amount of \$1,784,387.38 Paid by EFT Transactions and Check Numbers 34513 through 34531
- 8.) March 15, 2023 Claims in the Amount of \$761,995.59 Paid by EFT Transactions and Check Numbers 161538 through 161686
- 9.) March 22, 2023 Claims in the Amount of \$2,541,411.04 Paid by EFT Transactions and Check Numbers 161687 through 161871 with Check Number 160958 Voided
- 10.) March 24, 2023 Payroll in the Amount of 1,997,818.89 Paid by EFT Transactions and Check Numbers 34532 through 34545
- 11.) March 29, 2023 Claims in the Amount of \$1,489,641.80 Paid by EFT Transactions and Check Numbers 161872 through 162093 with Check Number 161859 Voided

**Motion** to approve the entire consent agenda moved by Council President Norton, seconded by Councilmember Richards.

**AYES: ALL**

## **Review Bids**

## **Public Hearings**

## **New Business**

- 12.) Stillaguamish Treatment Plant Programmable Logic Controllers (PLC) Replacement

City Engineer Max Phan reviewed this item.

**Motion** to authorize the Mayor to execute the contract for the Stillaguamish Treatment Plant PLC Replacement project to SUEZ Water Technologies and Solutions (SUEZ) in the amount of \$117,823.80 including Washington State Sales Tax and approve a management reserve of \$11,782.38 for a total allocation of \$129,606.18, and where the Zenon filtration system is a proprietary technology, requiring sole source justification, and SUEZ is the direct distributor of Zenon components moved by Council President Norton, seconded by Councilmember Muller.

**AYES: ALL**

- 13.) Project Acceptance – 2022 Pavement Preservation Project

City Engineer Phan reviewed this item.

**Motion** to authorize the Mayor to accept the 2022 Pavement Preservation Project, starting the 60-day lien filing period for the project closeout moved by Councilmember Richards, seconded by Councilmember Condyles.

**AYES: ALL**

- 14.) Project Acceptance – 2022 Sidewalk Infill Program

City Engineer Phan reviewed this item. There were no comments or questions.

**Motion** to authorize the Mayor to accept the 2022 Sidewalk Infill Project, starting the 60-day lien filing period for the project closeout moved by Councilmember Richards, seconded by Councilmember King.

**AYES: ALL**

- 15.) Supplemental Agreement No. 2 to the Professional Services Agreement with Transpo Group USA, Inc. for Engineering Services Associated with the 53rd Ave NE and Sunnyside Blvd Intersection Improvements Project



City Engineer Phan reviewed this item

**Motion** to authorize the Mayor to sign and execute the attached Supplemental Agreement No. 2 with Transpo Group USA, Inc. moved by Council President Norton, seconded by Councilmember James.

**AYES: ALL**

16.) Ecology Grant Amendment No. 1 WQSWCAP-2121\_MaryPW-00193

City Engineer Phan reviewed this item

**Motion** to authorize the Mayor to sign and execute Amendment No. 1 to the Ecology Grant Agreement WQSWCAP-2121\_MaryPW-00193 moved by Councilmember King, seconded by Councilmember Muller.

**AYES: ALL**

17.) Purchase Order – 2023 Kenworth Hydro Excavator

City Engineer Phan reviewed this item.

Councilmember Richards asked about the purpose of the truck. Mr. Phan explained that it uses water to excavate trenches and is used almost every day.

Councilmember Muller asked about a delivery date. Mr. Phan was not sure but indicated he could follow up

**Motion** to authorize the Mayor to execute the purchase order with Owen Equipment Company in the amount of \$633,949.30, plus applicable sales tax, for procurement of a 2023 Kenworth Hydro Excavator moved by Councilmember Muller, seconded by Councilmember Richards.

**AYES: ALL**

18.) Purchase Order – 2023 Crafcro Asphalt Crack Sealer Trailer

City Engineer Phan reviewed this item.

Councilmember King asked what they would do with the old crack sealer. Mr. Phan replied it would go to auction.

Councilmember Richards asked about life expectancy of one of these. Skip Knutsen stated that the estimated life is 15 years, and the one they are replacing was 17 years old.

**Motion** to authorize the Mayor to execute the purchase order with Partner Construction Products in the amount of \$96,694.17, plus applicable sales tax, for procurement of a

2023 Crafcro Asphalt Crack Sealer Trailer moved by Council President Norton, seconded by Councilmember Muller.

**AYES: ALL**

19.) Marysville Farmers Market Special Event Permit (SE23-002)

Director Miller reviewed this special events permit for a Marysville farmers market on 3rd Street

**Motion** to approve the Marysville Farmers Market Special Event Permit moved by Councilmember Condyles, seconded by Councilmember Richards.

**AYES: ALL**

20.) Marysville Farmers Market Agreement

Economic Development Manager Terrie Battuello reviewed this item. She noted that Gary Purves was available online if needed.

**Motion** to authorize the Mayor to sign the Marysville Farmers Market agreement moved by Councilmember James, seconded by Council President Norton.

Councilmember King asked if they have considered putting up banners along the street to advertise this. Ms. Battuello replied they have not but could look into it.

**AYES: ALL**

21.) Local Agency Agreement (LAA) Supplement 1 with WSDOT for the 88th ST NE Corridor Improvement Project (revised) (

City Engineer Max Phan reviewed this item.

**Motion** to authorize the Mayor to execute the Local Agency Agreement No. LA10348 Supplement No. 1, as revised, with WSDOT thereby securing right-of-way funds for the 88th St NE Corridor Improvements Project – Phase 1 moved by Council President Norton, seconded by Councilmember James

**AYES: ALL**

22.) An Ordinance repealing Appendix A of the Lakewood Neighborhood Master Plan, and the current Chapter 22C.065, Lakewood Neighborhood Master Plan Area – Design Requirements, and adopting a new Chapter 22C.065, Lakewood Neighborhood Master Plan Area – Design Requirements, which incorporates the provisions of both Appendix A and the current Chapter 22C.065, and associated amendments.

Director Miller reviewed this item related to Lakewood Neighborhood Master Plan and related amendments.

**Motion** to adopt Ordinance No. 3265 moved by Council President Norton, seconded by Councilmember King.

**AYES: ALL**

23.) An Ordinance Amending the Essential Public Facilities Recommended Sites Map

Director Miller reviewed this item related to EPF recommended sites. Staff is recommending removal of Washington Trucking as a recommended EPF site.

**Motion** to adopt Ordinance No. 3266 moved by Councilmember Muller, seconded by Council President Norton.

**AYES: ALL**

24.) An Ordinance Maintaining the City Water and Sewer Gross Receipts Tax Rate at Eight and One Half Percent of Gross Receipts

Interim Finance Director Sandy Langdon reviewed the proposed ordinances (items 24 and 25) regarding water, sewer, and surface water gross receipts tax rates.

**Motion** to adopt Ordinance No. 3267 moved by Councilmember King, seconded by Councilmember Richards.

**AYES: ALL**

25.) An Ordinance Maintaining the City Surface Water Gross Receipts Tax Rate at Eight and One Half Percent of Gross Receipts

**Motion** to adopt Ordinance No. 3268 moved by Councilmember Richards, seconded by Council President Norton.

**AYES: ALL**

26.) A Resolution Authorizing the Implementation of a Service or Convenience Fee on Credit and Debit Card Transactions

Interim Finance Director Langdon reviewed this item regulated to the implementation of a service fee for credit and debit card transactions in order to recoup costs as needed.

Councilmember Muller asked if there is a way to avoid paying the fees. Director Langdon replied that electronic checks are an option.

**Motion** to adopt Resolution No. 2528 moved by Council President Norton, seconded by Councilmember James.

**AYES: ALL**

**Legal**

## **Mayor's Business**

Mayor Nehring had the following comments:

- He gave an update on legislation in Olympia.
- Chief Scairpon sent an email on the concerns they have with the Blake Bill. Mayor Nehring recommended looking at that for a good synopsis.
- There were some really good meetings with the federal delegation last week on funding opportunities.
- Next Monday before this meeting there will be a joint coffee klatch with new Congresswoman DelBene.

## **Staff Business**

CAO Hirashima gave an update on new communications methods which will be implemented in response to feedback the City received. They will start doing a quarterly mailed newsletter. The first one will go out on May 1. Connie Mennie and her team are working with all the city departments to put that together. The City is also doing much more in-person community engagement. There will be neighborhood community meetings attended by city departments. There will be five meetings in the month of May to get feedback on city priorities and strategic planning. CIO Connie Mennie reviewed costs associated with the mailings. Director Mizell provided dates and locations for the community meetings.

City Attorney Walker stated the need for an Executive Session to address two items - one regarding real estate with action expected and one regarding the performance of a public employee with action expected. The total time was estimated to take five minutes.

## **Call on Councilmembers and Committee Reports**

Councilmember Condyles said he was pleased to hear about the increased community engagement meetings and the farmers market. It's good to see Jeff Vaughan. Washington DC was a really great conference.

Councilmember James welcomed Jeff Vaughan. He stated that community meetings are exciting and a step in the right direction. He commented that he also attended the Governmental Affairs meeting. The Washington DC trip was informative.

Councilmember King welcomed Jeff Vaughan and Sandy Langdon. He reported on the Governmental Affairs Committee meeting. The trip to DC was productive as usual.

Councilmember Stevens said he was excited about the farmers market. He was happy to see Jeff Vaughan here today.

Councilmember Richards reported that Washington DC was great. He welcomed Jeff Vaughan back for his visit.

Councilmember Muller said it was good to see Jeff Vaughan. He commented on Washington DC and how well prepared Marysville is at those events.

Council President Norton said she appreciated the opportunity to attend meetings in Washington DC. It's good to see Jeff Vaughan and Sandy Langdon.

### **Adjournment/Recess**

The meeting was recessed from 7:58 p.m. to 8:07 p.m. and then moved into Executive Session.

### **Executive Session**

Executive Session began at 8:07 p.m. and was held for five minutes to discuss one item regarding real estate and one item regarding performance of a public employee with action expected on both.

### **Reconvene**

Council reconvened at 8:12 p.m.

**Motion** to authorize the Mayor to execute a lease with Don Whitfield to use 25 spaces in the parking lot at 1049 State Avenue for two months for \$1500 moved by Councilmember Richards, seconded by Councilmember Condyles.

**AYES: ALL**

**Motion** to authorize the Mayor to provide a one percent (1%) deferred compensation match to the Assistant Chief position moved by Councilmember Richards, seconded by Councilmember James

**AYES: ALL**

### **Adjournment**

The meeting was adjourned at 8:14 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

Mayor  
Jon Nehring



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** Genevieve Geddis, City Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** **Approval of Minutes**

**SUBJECT:** April 10, 2023 City Council Meeting Minutes

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**  
[April 10, 2023 Meeting Minutes](#)

**City Council**



**501 Delta Ave  
Marysville, WA 98270**

**Regular Meeting  
April 10, 2023**

**Call to Order**

Mayor Nehring called the meeting to order at 7:00 p.m.

**Invocation**

Aaron Thompson from Marysville Foursquare Church gave the invocation.

**Pledge of Allegiance**

Mayor Nehring led the Pledge of Allegiance.

**Roll Call**

**Present:**

Mayor: Jon Nehring

Council: Councilmember Peter Condyles, Councilmember Tom King, Councilmember Michael Stevens, Councilmember Kelly Richards, Council President Kamille Norton

Absent: Councilmember Mark James (excused)

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Interim Finance Director Sandy Langdon (online), City Attorney Jon Walker, Community Development Director Haylie Miller, IT Director Stephen Doherty, Human Resources Director Megan Hodgson, Community Information Officer (CIO) Connie Mennie, Asst. Police Chief Jim Lawless, Fire Chief Ned Vander Pol, City Engineer Max Phan, Network Systems Administrator Chris Brown, Assistant Parks Director Dave Hall

**Approval of the Agenda**

**Motion** to approve the agenda with one change as recommended by the Mayor to move the volunteer recognition item to later in the agenda moved by Councilmember Muller, seconded by Council President Norton.

**AYES: ALL**

### **Presentations**

A.) Proclamation Declaring April 10-14, 2023, Community Development Week in Marysville

Mayor Nehring read the proclamation into the record.

B.) Cascade Industrial Center Update

Director Miller gave the quarterly update on the CIC. She reviewed background on the area, current projects, and anticipated projects.

### **Audience Participation**

Gail Frost, President of the Strawberry Festival, announced that Steve Muller and his wife Donna have been selected to be the grand marshals for the parade this year.

### **Volunteer of the Month – April**

Toni Kief was recognized as volunteer of the month for her work picking up litter around the community. She has picked up over 1300 bags of litter on her own. Mayor Nehring commented that her commitment to the community is an excellent example of what the City is after.

### **Approval of Minutes**

1.) March 6, 2023 City Council Work Session Minutes

Councilmember Richards pointed out that the motion allowing action to be taken at the work session was missing from the minutes. City Attorney Walker agreed that this should be amended.

**Motion** to approve the March 6, 2023 City Council Work Session Minutes as amended moved by Councilmember Muller, seconded by Councilmember King.

**AYES: ALL**

2.) March 13, 2023 City Council Meeting Minutes

**Motion** to approve the March 13, 2023 City Council Meeting Minutes moved by Councilmember King, seconded by Councilmember Condyles.

**AYES: ALL**



## New Business

### 3.) Marysville Human Services Grant

Asst. Parks Director Hall reviewed the Human Services Grant recommendations for a total of \$200,000 to Assistance League of Everett, Marysville Food Bank, LINC NW, Marysville United Methodist Church, Salvation Army, St. Vincent de Paul, and Volunteers of America.

Councilmember King thanked Asst. Director Hall and Parks staff for their excellent work.

**Motion** to accept the Human Services Grant Committee recommendation to provide grant funding to Assistance League of Everett, The Marysville Food Bank, LINC NW, Marysville United Methodist Church, Salvation Army, Saint Vincent de Paul and Volunteers of America moved by Councilmember Richards, seconded by Council President Norton.

**AYES: ALL**

### 4.) Professional Services Agreement with Transpo Group USA, Inc. for the Comprehensive Plan's Transportation Element Update

City Engineer Phan reviewed the agreement to update the Transportation Element of the Comprehensive Plan. This agreement will assess citywide multimodal transportation needs and guide prioritization of investments to serve Marysville residents, businesses and visitors over a 20-year planning horizon.

**Motion** to authorize the Mayor to sign and execute the Professional Services Agreement with Transpo Group USA, Inc. for the Comprehensive Plan's Transportation Element Update Project in the amount of \$258,878.00 moved by Council President Norton, seconded by Councilmember Muller.

**AYES: ALL**

### 5.) Leaseback Extension for Fire Administration Building

City Attorney Walker reviewed this item related to the use of the Fire Administration Building.

**Motion** to authorize the Mayor to sign and execute the leaseback extension agreement with the Marysville Fire District to extend the leaseback period for the Fire Administration Building to October 31, 2023 moved by Councilmember Condyles, seconded by Councilmember Richards.

**AYES: ALL**

### 6.) Tyler Technologies - Additional Training Hours for ExecuTime

Finance Director Langdon reviewed this item for additional training hours which is needed to utilize the system to its full potential.

**Motion** to authorize the Mayor to sign the Tyler Technologies quote in the amount of \$8,000.00 for forty (40) additional training hours for ExecuTime moved by Councilmember Richards, seconded by Councilmember Muller.

**AYES: ALL**

- 7.) An Ordinance Amending the 2023-2024 Biennial Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 3239

CAO Hirashima reviewed the proposed ordinance addressing rate changes for various positions.

**Motion** to adopt Ordinance No. 3269 moved by Council President Norton, seconded by Councilmember Muller.

**AYES: ALL**

## **Legal**

- 8.) Social Media Training for Elected Officials

City Attorney Walker made a presentation regarding personal and campaign social media. He discussed the Public Records Act, public records, public devices, personal devices, personal/campaign social media accounts, private device: scope of employment test, and official capacity: scope of employment. He summarized for the Council how to not turn campaign or personal social media into a public record. Questions and answers followed.

## **Mayor's Business**

Mayor Nehring had the following comments:

- He had a nice time Saturday at the Easter Egg Hunt put on by Parks Rec and Marysville Rotary.
- He enjoyed the coffee klatch before tonight's meeting with Congresswoman DelBene.
- There will be a tour of Gravitics on Wednesday at 3:30 p.m.
- He welcomed Chief Vander Pol to the meeting.

## **Staff Business**

Fire Chief Vander Pol introduced himself. He is looking forward to working together on public safety for the community. He gave an update on the public safety building and the Community Risk Assessment document.

Director Miller reminded everyone about the Short Course on Local Planning on April 18. This will be a hybrid meeting.

City Attorney Walker stated the need for an executive session for 10 minutes to address two items regarding acquisition of real estate with no action expected, one regarding the sale of real estate with no action expected, and one item regarding collective bargaining negotiations.

### **Call on Councilmembers and Committee Reports**

Councilmember Condyles welcomed Chief Vander Pol. He congratulated Toni Kief for her volunteer work. He said he also enjoyed the Easter Egg Hunt.

Councilmember King welcomed Chief Vander Pol. He gave an update on the Fire Board meeting where they discussed the impact the new Soper Hill Everett Clinic will have on Station 66. They are working on some grants for additional staff and possibly another aid car to address this. Thanks to Congresswoman DelBene for attending the coffee klatch. He stopped by the Easter Egg Hunt for a bit and was glad to see the rain held off. Congratulations to Councilmember Muller for being the grand marshal this year.

Councilmember Stevens said he was glad to hear that the Easter Egg Hunt was a success again this year.

Councilmember Richards thanked Director Miller for the presentation. Congratulations to Toni Kief. He enjoyed the coffee klatch and was glad to see it was well attended. Welcome to Chief Vander Pol.

Councilmember Muller expressed appreciation to Councilwoman DelBene for the time she spent at the coffee klatch earlier. He thanked Toni Kief for her volunteer work. He is excited to represent the City at the Strawberry Festival this year.

Council President Norton thanked Director Miller and City Attorney Walker for their presentations. She also appreciated Congresswoman DelBene for attending the coffee klatch. She thanked Toni Kief for her volunteer work. Welcome to Chief Vander Pol.

### **Adjournment/Recess**

The Council recessed from 8:22 to 8:29 p.m.

### **Executive Session**

Council convened in Executive Session at 8:29 p.m. for 10 minutes to address two items regarding acquisition of real estate with no action expected, one regarding the sale of real estate with no action expected, and one item related to collective bargaining negotiations. The Executive Session was extended by five minutes and two minutes and ended at 8:46 p.m.

**Reconvene**

Council reconvened at 8:46 p.m.

**Motion** to excuse Councilmember James moved by Council President Norton, seconded by Councilmember Condyles.

**AYES: ALL**

**Adjournment**

The meeting was adjourned at 8:47 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** Senior Accounting Technician Shannon Early, Finance

**ITEM TYPE:** Payroll

**AGENDA SECTION:** **Consent**

**SUBJECT:** April 10, 2023 Payroll in the Amount of \$1,803,089.50 Paid by EFT Transactions and Check Numbers 34547 through 34560

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** Senior Accounting Technician Shannon Early, Finance

**ITEM TYPE:** Payroll

**AGENDA SECTION:** **Consent**

**SUBJECT:** April 10, 2023 Payroll in the Amount of \$35,226.59 Paid by EFT Transactions and Check Numbers 34561 through 34564

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** Accounting Technician Shauna Crane, Finance

**ITEM TYPE:** Claims

**AGENDA SECTION:** **Consent**

**SUBJECT:** April 12, 2023 Claims in the Amount of \$1,531,759.32 Paid by EFT Transactions and Check Numbers 162206 through 162365

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**  
[041223.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162206	BOYD, RAE	CONTRACT NURSE SERVICE	DETENTION & CORRECTION	32,450.00
162207	GOVERNMENT PORTFOLIO	1ST QTR 2023 INVESTMENT SERVICE	FINANCE-GENL	6,375.00
162208	US BANK	TRAINING/UNIFORMS	GENERAL FUND	-204.45
	US BANK	TRAINING	SOLID WASTE OPERATIONS	1.26
	US BANK		WATER SERVICES	2.52
	US BANK		SEWER MAIN COLLECTION	8.82
	US BANK	POSTAGE/TRAVEL	POLICE INVESTIGATION	9.45
	US BANK	TRAINING	GENERAL	11.43
	US BANK	POSTAGE/TRAVEL	POLICE PATROL	12.24
	US BANK	SUPPLIES	COMMUNITY EVENTS	14.19
	US BANK	TRAINING	ENGR-GENL	15.00
	US BANK	SUPPLIES/ADVERTISING	RECREATION SERVICES	20.00
	US BANK	TRAINING/UNIFORMS	POLICE PATROL	20.00
	US BANK	TRAINING	SOURCE OF SUPPLY	20.16
	US BANK	REGISTRATION	RECREATION SERVICES	25.00
	US BANK	SUPPLIES/DUES	GENERAL FUND	25.07
	US BANK		POLICE ADMINISTRATION	27.21
	US BANK	SUPPLIES/REGISTRATION	GENERAL FUND	40.47
	US BANK	TRAINING/UNIFORMS	POLICE PATROL	46.35
	US BANK	NAME PLATES	COMMUNITY	49.23
	US BANK	LICENSE RENEWALS	SOLID WASTE OPERATIONS	51.50
	US BANK	TRAINING	PERSONNEL ADMINISTRATION	63.64
	US BANK	VEHICLE REGISTRATION	EQUIPMENT RENTAL	64.00
	US BANK	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	73.02
	US BANK	SUPPLIES/DUES	FINANCE-GENL	75.00
	US BANK		PERSONNEL ADMINISTRATION	82.49
	US BANK	SUPPLIES/ADVERTISING	COMMUNITY EVENTS	84.09
	US BANK	SUPPLIES	MEDICAL CLAIMS	86.13
	US BANK	EMPLOYEE APPRECIATION	POLICE ADMINISTRATION	100.58
	US BANK	DUES/TRAINING	EXECUTIVE ADMIN	109.89
	US BANK	SUPPLIES/WEB SERVICES	COMMUNITY	120.34
	US BANK	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	123.84
	US BANK	SUPPLIES	CITY HALL	131.28
	US BANK	LICENSE RENEWALS	TRAINING	134.00
	US BANK	DUES	POLICE INVESTIGATION	145.00
	US BANK	POSTAGE/TRAVEL	POLICE PATROL	155.10
	US BANK	SUPPLIES/RENEWALS	POLICE ADMINISTRATION	163.99
	US BANK	MEMBERSHIP DUES	TRAINING	170.00
	US BANK	SUPPLIES/REGISTRATION	CITY CLERK	175.02
	US BANK	MEALS/SUPPLIES	CAPITAL EXPENDITURES	188.40
	US BANK	DUES/TRAINING	NON-DEPARTMENTAL	200.00
	US BANK	POSTAGE/TRAVEL	POLICE ADMINISTRATION	205.06
	US BANK	SUPPLIES/WEB SERVICES	MEDICAL CLAIMS	249.08
	US BANK	LICENSE RENEWALS	PARK & RECREATION FAC	252.35
	US BANK	SUPPLIES	SOLID WASTE OPERATIONS	259.56
	US BANK	LICENSE RENEWALS	UTIL ADMIN	267.08
	US BANK	TRAINING	PARK & RECREATION FAC	270.00
	US BANK	SUPPLIES/WEB SERVICES	COMPUTER SERVICES	276.16
	US BANK	SUPPLIES	COMMUNITY	308.38
	US BANK	SUPPLIES/DUES	POLICE ADMINISTRATION	326.31
	US BANK		POLICE ADMINISTRATION	353.99



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162208	US BANK	SUPPLIES	DEVELOPMENT SERVICES	355.33
	US BANK	MEALS/SUPPLIES	EXECUTIVE ADMIN	364.02
	US BANK	TRAINING	UTIL ADMIN	375.00
	US BANK	DUES/TRAINING	CITY COUNCIL	407.79
	US BANK	TRAINING/UNIFORMS	POLICE PATROL	420.04
	US BANK	MEMBERSHIP DUES	TRANSPORTATION	425.00
	US BANK	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	432.14
	US BANK	POSTAGE/TRAVEL	POLICE PATROL	571.25
	US BANK	SUPPLIES/REGISTRATION	FINANCE-GENL	635.00
	US BANK	DUES/TRAINING	PLANNING & COMMUNITY DEV	673.25
	US BANK	SUPPLIES	CITY HALL	685.83
	US BANK	REGISTRATION/MEMBERSHIP	FINANCE-GENL	1,627.00
	US BANK	SUPPLIES/RENEWALS	POLICE PATROL	1,913.75
	US BANK	TRAINING	COMPUTER SERVICES	2,134.00
	US BANK	TRAINING/UNIFORMS	POLICE TRAINING-FIREARMS	2,379.45
	US BANK	DUES/TRAINING	EXECUTIVE ADMIN	2,515.59
	US BANK	SUPPLIES	PUBLIC SAFETY BLDG	2,829.07
	US BANK	TRAINING	POLICE TRAINING-FIREARMS	5,106.29
162209	US BANK	TRAVEL/SUPPLIES	CITY COUNCIL	-430.00
	US BANK	COVID TEST KITS/SUPPLIES	EXECUTIVE ADMIN	-11.44
	US BANK	PARTS	UTIL ADMIN	-9.99
	US BANK	ADVERTISING/SUPPLIES	COMMUNITY EVENTS	7.64
	US BANK	POSTAGE	POLICE PATROL	9.85
	US BANK	TRAVEL/REGISTRATIONS	POLICE INVESTIGATION	10.75
	US BANK	TRAINING/TRAVEL	POLICE TRAINING-FIREARMS	11.26
	US BANK	ADVERTISING/SUPPLIES	RECREATION SERVICES	18.59
	US BANK	PROPANE	POLICE PATROL	19.65
	US BANK	BALLOONS	OPERA HOUSE	20.59
	US BANK	SIGNS/POSTAGE	RECREATION SERVICES	23.13
	US BANK	REGISTRATION	FINANCE-GENL	25.00
	US BANK	TRAVEL/SUPPLIES	PERSONNEL ADMINISTRATION	25.00
	US BANK		UTIL ADMIN	25.00
	US BANK		RECREATION SERVICES	25.00
	US BANK		COMPUTER SERVICES	25.00
	US BANK		COMMUNITY	25.00
	US BANK	TRAVEL/SUPPLIES	CITY CLERK	25.00
	US BANK	ADVERTISING/SUPPLIES	RECREATION SERVICES	26.08
	US BANK	INTERPRETER SERVICE	LEGAL - PROSECUTION	28.10
	US BANK	LUNCH	GENERAL FUND	34.41
	US BANK	TRAVEL/REGISTRATIONS	POLICE PATROL	36.50
	US BANK	TRAVEL/SUPPLIES	FINANCE-GENL	40.00
	US BANK	DUES/VOL. APP.	POLICE ADMINISTRATION	43.75
	US BANK	TRAVEL/REGISTRATIONS	POLICE INVESTIGATION	50.00
	US BANK	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	53.00
	US BANK	MEALS/PARKING	CITY COUNCIL	54.34
	US BANK	TRAVEL/REGISTRATIONS	OFFICE OPERATIONS	65.00
	US BANK	SUPPLIES	OPERA HOUSE	72.88
	US BANK	SIGNS/POSTAGE	PARK & RECREATION FAC	80.08
	US BANK	TRAINING	UTIL ADMIN	90.00
	US BANK	TRAVEL/REGISTRATIONS	K9 PROGRAM	100.00
	US BANK		POLICE PATROL	109.29

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162209	US BANK	DUES/VOL. APP.	POLICE ADMINISTRATION	109.39
	US BANK	RENEWALS/REGISTRATION	COMMUNITY	120.34
	US BANK	FLAG POLE/ADVERTISING	CIVIC CENTER	137.19
	US BANK	TRAINING	TRANSPORTATION	149.00
	US BANK		STORM DRAINAGE	149.00
	US BANK	MEALS/PARKING	EXECUTIVE ADMIN	149.84
	US BANK	RENEWALS/REGISTRATION	COMPUTER SERVICES	150.00
	US BANK	DUES/MEALS	POLICE PATROL	150.24
	US BANK	TRAVEL/REGISTRATIONS	POLICE ADMINISTRATION	164.10
	US BANK	SUPPLIES	OPERA HOUSE	182.50
	US BANK	MEMBERSHIP	PERSONNEL ADMINISTRATION	205.00
	US BANK	TRAINING/TRAVEL	POLICE INVESTIGATION	214.34
	US BANK	TRAVEL/REGISTRATIONS	POLICE PATROL	215.22
	US BANK	TRAINING/TRAVEL	DETENTION & CORRECTION	220.00
	US BANK	TRAVEL/REGISTRATIONS	POLICE ADMINISTRATION	270.00
	US BANK	TRAVEL/SUPPLIES	FINANCE-GENL	295.00
	US BANK	DUES/MEALS	POLICE ADMINISTRATION	310.00
	US BANK	SUPPLIES	COMMUNITY EVENTS	311.65
	US BANK	PARTS	WASTE WATER TREATMENT	311.99
	US BANK	TRAINING	UTIL ADMIN	375.00
	US BANK	SUPPLIES/TRAVEL	FINANCE-GENL	387.16
	US BANK	RENEWALS/REGISTRATION	POLICE ADMINISTRATION	393.19
	US BANK	TRAVEL/SUPPLIES	UTILITY BILLING	428.79
	US BANK	FLAG POLE/ADVERTISING	FACILITY REPLACEMENT	451.37
	US BANK	RENEWALS/REGISTRATION	POLICE ADMINISTRATION	471.82
	US BANK	SUPPLIES	MEDICAL CLAIMS	490.60
	US BANK		RECREATION SERVICES	509.09
	US BANK	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	531.23
	US BANK	SUPPLIES	CIVIC CENTER	598.49
	US BANK	REGISTRATION	PARK & RECREATION FAC	625.00
	US BANK	SUPPLIES/TRAVEL	FINANCE-GENL	635.00
	US BANK	RENEWALS/REGISTRATION	COMPUTER SERVICES	712.64
	US BANK	TOOL BOXES	POLICE INVESTIGATION	772.36
	US BANK	COVID TEST KITS/SUPPLIES	EXECUTIVE ADMIN	786.80
	US BANK	TRAVEL/SUPPLIES	CAPITAL EXPENDITURES	903.80
	US BANK	REGISTRATION	RECREATION SERVICES	915.00
	US BANK	REGISTRATIONS	MUNICIPAL COURTS	990.00
	US BANK	DUES/VOL. APP.	POLICE ADMINISTRATION	1,021.87
	US BANK	TRAINING/TRAVEL	POLICE TRAINING-FIREARMS	1,058.47
	US BANK	TRAINING	PARK & RECREATION FAC	1,100.00
	US BANK	TRAVEL/SUPPLIES	EXECUTIVE ADMIN	1,194.23
	US BANK	SUPPLIES	COURT FACILITIES	1,225.48
	US BANK	TRAVEL/SUPPLIES	CITY COUNCIL	1,958.41
	US BANK	SUPPLIES	CIVIC CENTER	2,703.35
	US BANK	TRAINING/TRAVEL	POLICE PATROL	3,302.58
	US BANK		POLICE TRAINING-FIREARMS	6,905.18
162210	US BANK	SOCCER NETS	GENERAL FUND	-81.78
	US BANK	POSTAGE/RENEWAL	LEGAL-GENL	2.37
	US BANK		POLICE ADMINISTRATION	2.39
	US BANK		COMPUTER SERVICES	2.78
	US BANK	REFRESHMENTS	CUSTODIAL SERVICES	4.46

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162210	US BANK	REFRESHMENTS	EQUIPMENT RENTAL	4.46
	US BANK		PARK & RECREATION FAC	4.47
	US BANK	POSTAGE/RENEWAL	EXECUTIVE ADMIN	7.65
	US BANK	MEALS/SUPPLIES	COMMUNITY EVENTS	12.02
	US BANK	UNIFORMS/TRAVEL/SUPPLIES	POLICE PATROL	12.05
	US BANK	POSTAGE/RENEWAL	PERSONNEL ADMINISTRATION	12.30
	US BANK	SUPPLIES	PROBATION	12.48
	US BANK	REFRESHMENTS	SEWER MAIN COLLECTION	13.39
	US BANK	TRAVEL/INTERPRETER SERVICE	LEGAL - PROSECUTION	15.50
	US BANK	REFRESHMENTS	PERSONNEL ADMINISTRATION	16.48
	US BANK	SUPPLIES	CITY COUNCIL	21.88
	US BANK	TOOLS/SUPPLIES	WATER DIST MAINS	24.39
	US BANK	SUPPLIES/UNIFORMS	POLICE PATROL	24.53
	US BANK	SUPPLIES	RECREATION SERVICES	25.00
	US BANK	PARTS/MEALS	UTIL ADMIN	28.41
	US BANK	REFRESHMENTS	PERSONNEL ADMINISTRATION	30.69
	US BANK	SUPPLIES/EMPLOYEE APPRECIATION	RECREATION SERVICES	32.80
	US BANK	POSTAGE/RENEWAL	COMMUNITY	36.63
	US BANK	TRAINING/SUPPLIES	ENGR-GENL	40.47
	US BANK		MEDICAL CLAIMS	41.03
	US BANK	POSTAGE/RENEWAL	PARK & RECREATION FAC	45.74
	US BANK	TRAINING/SUPPLIES	ENGR-GENL	48.11
	US BANK	MEMBERSHIP RENEWAL	FINANCE-GENL	50.00
	US BANK	SUPPLIES/MTG	RECREATION SERVICES	50.00
	US BANK	POSTAGE/RENEWAL	UTIL ADMIN	52.05
	US BANK	SUPPLIES	OPERA HOUSE	52.92
	US BANK	UNIFORMS/TRAVEL/SUPPLIES	POLICE PATROL	53.68
	US BANK	SUPPLIES	RECREATION SERVICES	57.36
	US BANK	TRAINING/SUPPLIES	SOLID WASTE OPERATIONS	59.49
	US BANK	TRAINING	EXECUTIVE ADMIN	60.92
	US BANK	POSTAGE/RENEWAL	FINANCE-GENL	69.99
	US BANK	SUPPLIES	PROBATION	75.46
	US BANK		UTILITY BILLING	75.46
	US BANK	MEALS/SUPPLIES	RECREATION SERVICES	77.67
	US BANK	SUPPLIES/UNIFORMS	POLICE PATROL	85.26
	US BANK	SUPPLIES	MUNICIPAL COURTS	88.58
	US BANK	ADVERTISING/PROF. SERVICE	EQUIPMENT RENTAL	90.00
	US BANK	SUPPLIES	ENGR-GENL	91.83
	US BANK	WELLNESS EVENT SUPPLIES	MEDICAL CLAIMS	92.04
	US BANK	SUPPLIES	CITY CLERK	92.76
	US BANK		RECREATION SERVICES	98.00
	US BANK	SUPPLIES/EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	99.60
	US BANK	TRAINING	POLICE TRAINING-FIREARMS	100.00
	US BANK	TRAINING/SUPPLIES	CUSTODIAL SERVICES	109.74
	US BANK	SUPPLIES	COMMUNITY	120.34
	US BANK	PARTS/MEALS	UTIL ADMIN	128.44
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	143.00
	US BANK	POSTAGE/RENEWAL	UTILITY BILLING	146.86
	US BANK	UNIFORMS/TRAVEL/SUPPLIES	POLICE PATROL	150.51
	US BANK	TRAINING/SUPPLIES	CIVIC CENTER	152.95
	US BANK		ROADSIDE VEGETATION	160.46

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162210	US BANK	SUPPLIES/UNIFORMS	COMMUNITY SERVICES UNIT	178.39
	US BANK	SUPPLIES/MTG	OPERA HOUSE	180.74
	US BANK	SUPPLIES	RECREATION SERVICES	191.25
	US BANK		OPERA HOUSE	194.69
	US BANK	POSTAGE/RENEWAL	MUNICIPAL COURTS	212.58
	US BANK	SUPPLIES	CAPITAL EXPENDITURES	216.40
	US BANK	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	229.21
	US BANK	TRAINING/SUPPLIES	ROADSIDE VEGETATION	240.00
	US BANK	TOOLS/SUPPLIES	FACILITY MAINTENANCE	253.41
	US BANK	TRAVEL/SUPPLIES/REGISTRATION	POLICE PATROL	262.46
	US BANK	PARTS/MEALS	WASTE WATER TREATMENT	269.10
	US BANK	SUPPLIES	COMPUTER SERVICES	276.15
	US BANK	ADVERTISING/PROF. SERVICE	PERSONNEL ADMINISTRATION	277.50
	US BANK	SUPPLIES	GMA-PARKS	296.81
	US BANK		COMPUTER SERVICES	297.00
	US BANK	TRAINING/SUPPLIES	POLICE TRAINING-FIREARMS	300.00
	US BANK	UNIFORMS/TRAVEL/SUPPLIES	OFFICE OPERATIONS	320.07
	US BANK	REPAIRS	POLICE PATROL	322.61
	US BANK	TRAVEL/SUPPLIES/REGISTRATION	POLICE TRAINING-FIREARMS	328.08
	US BANK	TOOLS/SUPPLIES	COMMUNITY CENTER	343.50
	US BANK	TRAINING	PERSONNEL ADMINISTRATION	345.00
	US BANK		UTILITY BILLING	345.00
	US BANK	TRAINING/SUPPLIES	POLICE ADMINISTRATION	381.83
	US BANK	TRAINING	CITY COUNCIL	393.09
	US BANK	SUPPLIES	COMMUNITY	426.66
	US BANK	BATTERIES	EQUIPMENT RENTAL	446.45
	US BANK	SUPPLIES	WATER DIST MAINS	481.16
	US BANK	TRAVEL/TRAINING	POLICE PATROL	485.73
	US BANK	UNIFORMS/TRAVEL/SUPPLIES	POLICE ADMINISTRATION	501.59
	US BANK	WELLNESS SURVEY	MEDICAL CLAIMS	511.99
	US BANK	POSTAGE/RENEWAL	FINANCE-GENL	513.65
	US BANK	TRAVEL	COMMUNITY	516.32
	US BANK	TRAVEL/INTERPRETER SERVICE	COMPUTER SERVICES	556.00
	US BANK	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	584.44
	US BANK	TRAVEL/SUPPLIES/REGISTRATION	OFFICE OPERATIONS	596.20
	US BANK	TRAINING/SUPPLIES	ENGR-GENL	600.00
	US BANK	SUPPLIES	EXECUTIVE ADMIN	611.01
	US BANK		RECREATION SERVICES	652.34
	US BANK	TRAINING	RECREATION SERVICES	690.00
	US BANK		FINANCE-GENL	690.00
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	739.00
	US BANK	TOOLS/SUPPLIES	FACILITY MAINTENANCE	796.43
	US BANK	TRAINING/SUPPLIES	UTIL ADMIN	820.00
	US BANK		EQUIPMENT RENTAL	823.84
	US BANK	UNIFORMS/TRAVEL/SUPPLIES	POLICE ADMINISTRATION	824.65
	US BANK	SUPPLIES	POLICE INVESTIGATION	919.87
	US BANK	SOCCER NETS	RECREATION SERVICES	951.78
	US BANK	TRAINING	UTIL ADMIN	1,035.00
	US BANK	TOOLS/SUPPLIES	OPERA HOUSE	1,092.91
	US BANK	TRAVEL/SUPPLIES/REGISTRATION	POLICE INVESTIGATION	1,167.90
	US BANK	TRAINING/SUPPLIES	CUSTODIAL SERVICES	1,177.40

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162210	US BANK	UNIFORMS/TRAVEL/SUPPLIES	EMBEDDED SOCIAL WORKER	1,226.83
	US BANK	TRAINING	EXECUTIVE ADMIN	1,270.12
	US BANK	SUPPLIES	STORM DRAINAGE	1,373.92
	US BANK		FINANCE-GENL	1,415.37
	US BANK		COMPUTER SERVICES	1,465.13
	US BANK	TRAVEL/TRAINING	POLICE TRAINING-FIREARMS	1,500.00
	US BANK	TRAVEL/SUPPLIES/REGISTRATION	COMMUNITY SERVICES UNIT	1,561.40
	US BANK	SUPPLIES/UNIFORMS	POLICE TRAINING-FIREARMS	1,589.28
	US BANK	UNIFORMS/TRAVEL/SUPPLIES	POLICE ADMINISTRATION	1,751.91
	US BANK	TRAVEL/SUPPLIES/REGISTRATION	POLICE TRAINING-FIREARMS	1,775.91
	US BANK	UNIFORMS/TRAVEL/SUPPLIES	POLICE TRAINING-FIREARMS	1,820.00
	US BANK	SUPPLIES	RECREATION SERVICES	2,036.29
	US BANK	TRAVEL/TRAINING	COMMUNITY SERVICES UNIT	2,151.00
	US BANK	TRAVEL/SUPPLIES/REGISTRATION	POLICE PATROL	2,212.98
	US BANK	TRAVEL	COMPUTER SERVICES	2,404.40
	US BANK	UNIFORMS/TRAVEL/SUPPLIES	SWAT TEAM	3,258.00
	US BANK	TRAVEL/SUPPLIES/REGISTRATION	POLICE TRAINING-FIREARMS	7,534.59
162211	EXEMPLIS LLC	CHAIRS FOR COMMUNITY CENTER	GMA-PARKS	6,659.94
162212	911 SUPPLY INC.	UNIFORM - DELANTY	POLICE PATROL	9.08
	911 SUPPLY INC.	UNIFORM - SMITH	K9 PROGRAM	9.85
	911 SUPPLY INC.	UNIFORM - ADAMS	POLICE PATROL	71.09
	911 SUPPLY INC.	UNIFORM - WHEELER	DETENTION & CORRECTION	72.22
	911 SUPPLY INC.	UNIFORM - MANER	DETENTION & CORRECTION	78.77
	911 SUPPLY INC.	UNIFORM - BURTIS	DETENTION & CORRECTION	80.94
	911 SUPPLY INC.		DETENTION & CORRECTION	91.88
	911 SUPPLY INC.	UNIFORM - BRITTON	DETENTION & CORRECTION	95.20
	911 SUPPLY INC.	PATCHES	POLICE INVESTIGATION	100.00
	911 SUPPLY INC.	UNIFORMS, FARLEY	POLICE PATROL	103.14
	911 SUPPLY INC.	UNIFORM - REDIGER	POLICE PATROL	114.85
	911 SUPPLY INC.	UNIFORM - MANER	DETENTION & CORRECTION	121.11
	911 SUPPLY INC.	UNIFORM - OTTULICH	DETENTION & CORRECTION	148.77
	911 SUPPLY INC.	UNIFORM - PALMER	DETENTION & CORRECTION	165.15
	911 SUPPLY INC.	UNIFORM - BURTIS	DETENTION & CORRECTION	180.52
	911 SUPPLY INC.	UNIFORM - GAY	POLICE PATROL	183.77
	911 SUPPLY INC.	PATCHES	DETENTION & CORRECTION	200.00
	911 SUPPLY INC.		COMMUNITY SERVICES UNIT	200.00
	911 SUPPLY INC.	UNIFORM - BURTIS	DETENTION & CORRECTION	249.41
	911 SUPPLY INC.	UNIFORM - DELANTY	COMMUNITY SERVICES UNIT	283.58
	911 SUPPLY INC.	UNIFORM - ALBANESE	POLICE INVESTIGATION	351.19
	911 SUPPLY INC.	UNIFORM - PERRY	POLICE INVESTIGATION	351.19
	911 SUPPLY INC.	UNIFORM - WARD	POLICE INVESTIGATION	375.26
	911 SUPPLY INC.	UNIFORM - MARLIN	POLICE PATROL	403.70
	911 SUPPLY INC.	UNIFORM - REDIGER	POLICE PATROL	439.91
	911 SUPPLY INC.	UNIFORM - GLENN	POLICE PATROL	452.94
	911 SUPPLY INC.	UNIFORM - BUELL	COMMUNITY SERVICES UNIT	484.58
	911 SUPPLY INC.	UNIFORM - BRITTON	DETENTION & CORRECTION	506.57
	911 SUPPLY INC.	UNIFORM - REDIGER	POLICE PATROL	526.84
	911 SUPPLY INC.	PATCHES	POLICE PATROL	567.97
	911 SUPPLY INC.	UNIFORM - WISEMAN	YOUTH SERVICES	689.12
	911 SUPPLY INC.	UNIFORMS, BRITTON	DETENTION & CORRECTION	789.25
	911 SUPPLY INC.	UNIFORM - BRITTON	DETENTION & CORRECTION	887.79

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162212	911 SUPPLY INC.	UNIFORM - DELANTY	COMMUNITY SERVICES UNIT	1,647.57
	911 SUPPLY INC.	UNIFORM - MILLER	COMMUNITY SERVICES UNIT	1,647.57
	911 SUPPLY INC.	UNIFORM - GAY	POLICE PATROL	1,949.51
	911 SUPPLY INC.	UNIFORM - MARLIN	POLICE PATROL	1,949.51
	911 SUPPLY INC.	UNIFORM - GANN	POLICE PATROL	1,949.51
	911 SUPPLY INC.	UNIFORM - GLENN	POLICE PATROL	1,949.51
162213	ACLARA TECHNOLOGIES	WARRANTY CHARGE	WATER SERVICE INSTALL	13,444.72
162214	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	126.63
	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	345.03
	ALEXANDER PRINTING	PRINTING SERVICE	POLICE PATROL	408.23
	ALEXANDER PRINTING	PRINTING SERVICE - ESW PROGRAM	COMMUNITY SERVICES UNIT	410.45
162215	ALL BATTERY SALES & ALL BATTERY SALES &	FUSES, HOSE, CLAMP, CONNECTORS OPTIMA YELLOW TOP GROUP BATTERY	EQUIPMENT RENTAL EQUIPMENT RENTAL	141.33 848.30
162216	APS, INC.	QUARTERLY POSTAGE RENTAL	CITY CLERK	23.71
	APS, INC.		EXECUTIVE ADMIN	23.71
	APS, INC.		FINANCE-GENL	23.71
	APS, INC.		PERSONNEL ADMINISTRATION	23.71
	APS, INC.		UTILITY BILLING	23.71
	APS, INC.		LEGAL - PROSECUTION	23.71
	APS, INC.		POLICE INVESTIGATION	39.11
	APS, INC.		POLICE PATROL	39.11
	APS, INC.		OFFICE OPERATIONS	39.11
	APS, INC.		DETENTION & CORRECTION	39.11
	APS, INC.		POLICE ADMINISTRATION	39.12
	APS, INC.		COMMUNITY	48.21
	APS, INC.		ENGR-GENL	48.21
	APS, INC.		UTIL ADMIN	48.21
162217	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	5.94
	ARAMARK UNIFORM		SMALL ENGINE SHOP	5.94
	ARAMARK UNIFORM		SMALL ENGINE SHOP	5.94
	ARAMARK UNIFORM		SMALL ENGINE SHOP	7.29
	ARAMARK UNIFORM		EQUIPMENT RENTAL	73.62
	ARAMARK UNIFORM		EQUIPMENT RENTAL	73.62
	ARAMARK UNIFORM		EQUIPMENT RENTAL	74.22
	ARAMARK UNIFORM		EQUIPMENT RENTAL	74.63
	ARAMARK UNIFORM	LINEN SERVICES AT OPERA HOUSE	OPERA HOUSE	167.17
162218	ARG INDUSTRIAL	T-BOLT STYLE HOSE CLAMP	EQUIPMENT RENTAL	43.72
	ARG INDUSTRIAL	HOSE FITTINGS	SEWER MAIN COLLECTION	297.81
	ARG INDUSTRIAL		STORM DRAINAGE	297.81
162219	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	37.80
162220	AT&T MOBILITY LLC	AT&T CHARGES	COMPUTER SERVICES	3,576.05
162221	ATIMS	JAIL SYSTEM RENEWAL	DETENTION & CORRECTION	4,867.00
162222	BATTUELLO, TERRIE	DEMOLITION PERMIT	CAPITAL EXPENDITURES	65.00
162223	BHC CONSULTANTS	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	4,116.25
162224	BICKFORD FORD	TRANS. INPUT SHAFT SEAL	EQUIPMENT RENTAL	18.05
	BICKFORD FORD	SWAY BAR BUSHING	EQUIPMENT RENTAL	21.68
	BICKFORD FORD	MISC. DOOR HANDLE SEAL	EQUIPMENT RENTAL	44.45
	BICKFORD FORD	REAR SUSPENSION ASSEMBLY	EQUIPMENT RENTAL	64.38
	BICKFORD FORD	MISC. EXHAUST GASKET	EQUIPMENT RENTAL	98.90
	BICKFORD FORD	REAR SUSPENSION ASSEMBLY	EQUIPMENT RENTAL	210.88
	BICKFORD FORD	TIRE PRESSURE MONITOR SENSOR	EQUIPMENT RENTAL	221.38

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162224	BICKFORD FORD	CAM TIMING, VALVE CONNECTOR, PLUGS	EQUIPMENT RENTAL	319.94
	BICKFORD FORD	FUEL PUMP ASSEMBLY, DRIVER MODULE	EQUIPMENT RENTAL	411.40
	BICKFORD FORD	LEFT MIRROR ASSEMBLY AND LIGHT	EQUIPMENT RENTAL	412.27
	BICKFORD FORD	RIGHT TAIL LIGHT ASSEMBLY	EQUIPMENT RENTAL	536.24
	BICKFORD FORD	AWD POWER TRANSFER UNIT	EQUIPMENT RENTAL	1,662.33
162225	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	783.36
162226	BILLS BLUEPRINT INC	GENERAL OFFICE SUPPLIES	ENGR-GENL	75.90
162227	BOMAR, RICK	INSTRUCTOR PAYMENT	RECREATION SERVICES	420.00
	BOMAR, RICK		RECREATION SERVICES	672.00
162228	BOTESCH, NASH & HALL	POLICE EVIDENCE BUILDING	CAPITAL EXPENDITURES	652.50
162229	BRIDGEWAYS	MAP MENTAL HEALTH ALTERNATIVES	DOMESTIC VIOLENCE	1,154.93
	BRIDGEWAYS		DOMESTIC VIOLENCE	17,383.31
162230	BROCK, TINA	AXON BWC CERTIFICATION TRAINING	POLICE TRAINING-FIREARMS	313.50
162231	CASCADE NATURAL GAS	STILLY FILTER PLANT-NATURAL GAS	WATER FILTRATION PLANT	2,299.38
	CASCADE NATURAL GAS	STILLY FILTER PLANT-NATURAL GAS	WATER FILTRATION PLANT	2,715.20
	CASCADE NATURAL GAS	STILLY FILTER PLANT-NATURAL GAS	WATER FILTRATION PLANT	2,872.45
162232	CHARM-TEX, INC.	JAIL SUPPLIES	GENERAL FUND	-657.53
	CHARM-TEX, INC.		GENERAL FUND	-170.22
	CHARM-TEX, INC.		GENERAL FUND	-95.69
	CHARM-TEX, INC.		DETENTION & CORRECTION	1,113.69
	CHARM-TEX, INC.		DETENTION & CORRECTION	1,981.02
	CHARM-TEX, INC.		DETENTION & CORRECTION	7,652.53
162233	CI TECHNOLOGIES INC	IA PRO SOFTWARE	POLICE ADMINISTRATION	1,987.35
162234	CIENEGA, LINDSEY	REIMBURSEMENT CLAIM FOR DAMAGES	RISK MANAGEMENT	1,120.26
162235	CML SECURITY, LLC	JAIL SECURITY	DETENTION & CORRECTION	637.13
162236	CNR INC	CNR LABOR	COMPUTER SERVICES	184.89
162237	COASTAL FARM & HOME	UNIFORM - LANCE	UTIL ADMIN	175.88
162238	CODE PUBLISHING	MUNICIPAL CODE - WEB UPDATE	CITY CLERK	1,646.57
162239	COMCAST	I-NET MAINTENANCE 2023	CENTRAL SERVICES	13,453.70
162240	COMMERCIAL FIRE	ANNUAL EXTINGUISHER SERVICE/TAG	WATER QUAL TREATMENT	8.75
	COMMERCIAL FIRE	ANNUAL EXTINGUISHER SERVICE/TAG	CIVIC CENTER	35.00
	COMMERCIAL FIRE		OPERA HOUSE	52.50
	COMMERCIAL FIRE	ANNUAL EXTINGUISHER SERVICE/TAG	WATER FILTRATION PLANT	61.25
	COMMERCIAL FIRE		SUNNYSIDE FILTRATION	131.25
	COMMERCIAL FIRE	ANNUAL SYSTEM INSPECTION & TESTING	WATER QUAL TREATMENT	565.00
	COMMERCIAL FIRE		SUNNYSIDE FILTRATION	850.10
	COMMERCIAL FIRE		WATER FILTRATION PLANT	970.00
	COMMERCIAL FIRE		CIVIC CENTER	1,312.65
	COMMERCIAL FIRE		SUNNYSIDE FILTRATION	1,520.10
162241	COPIERS NORTHWEST	DEPARTMENTAL CANON PRINTER/COPIER	MUNICIPAL COURTS	23.62
	COPIERS NORTHWEST		MUNICIPAL COURTS	23.62
	COPIERS NORTHWEST		OFFICE OPERATIONS	36.15
	COPIERS NORTHWEST		MUNICIPAL COURTS	43.91
	COPIERS NORTHWEST		POLICE PATROL	44.15
	COPIERS NORTHWEST		DETENTION & CORRECTION	44.15
	COPIERS NORTHWEST		WASTE WATER TREATMENT	44.15
	COPIERS NORTHWEST		PROBATION	84.49
	COPIERS NORTHWEST		PROPERTY TASK FORCE	87.84
	COPIERS NORTHWEST		WASTE WATER TREATMENT	108.61
	COPIERS NORTHWEST		GENERAL	109.63
	COPIERS NORTHWEST		PARK & RECREATION FAC	109.63

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162241	COPIERS NORTHWEST	DEPARTMENTAL CANON PRINTER/COPIER	COMPUTER SERVICES	162.34
	COPIERS NORTHWEST		FINANCE-GENL	162.34
	COPIERS NORTHWEST		ENGR-GENL	162.35
	COPIERS NORTHWEST		COMMUNITY	172.24
	COPIERS NORTHWEST		UTILITY BILLING	172.24
	COPIERS NORTHWEST		DETENTION & CORRECTION	200.98
	COPIERS NORTHWEST		MUNICIPAL COURTS	227.19
	COPIERS NORTHWEST		PARK & RECREATION FAC	229.60
	COPIERS NORTHWEST		POLICE PATROL	242.19
	COPIERS NORTHWEST		UTIL ADMIN	246.17
	COPIERS NORTHWEST		LEGAL - PROSECUTION	263.09
	COPIERS NORTHWEST		POLICE INVESTIGATION	266.02
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	274.68
	COPIERS NORTHWEST		POLICE INVESTIGATION	279.75
	COPIERS NORTHWEST		EXECUTIVE ADMIN	291.18
	COPIERS NORTHWEST		UTIL ADMIN	319.31
	COPIERS NORTHWEST		PARK & RECREATION FAC	344.49
	COPIERS NORTHWEST		OFFICE OPERATIONS	348.61
162242	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,876.00
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	6,538.00
162243	COSTLESS SENIOR SRVC	INMATE MEDICATION	DETENTION & CORRECTION	428.57
162244	CRIMINAL JUSTICE	TRAINING REGISTRATION - ORSBORN	OFFICE OPERATIONS	100.00
	CRIMINAL JUSTICE	TRAINING REGISTRATION - MILLER/DELANTY	COMMUNITY SERVICES UNIT	1,000.00
	CRIMINAL JUSTICE	ACADEMY - GAY	POLICE PATROL	4,212.00
	CRIMINAL JUSTICE	ACADEMY - MARLIN	POLICE PATROL	4,212.00
	CRIMINAL JUSTICE	ACADEMY - GIBBS	POLICE PATROL	4,212.00
162245	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	175.00
162246	DELANTY, EMILY	ANIMAL CONTROL ACADEMY	COMMUNITY SERVICES UNIT	908.50
162247	DELL	LAPTOP, DESKTOP PC, DOCKING STATION	IS REPLACEMENT ACCOUNTS	123.01
	DELL		RECREATION SERVICES	2,350.00
	DELL		STORM DRAINAGE	3,995.00
	DELL		ENGR-GENL	6,463.15
162248	DICKS TOWING	TOWING - 09080083	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-11186	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-13515	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-13674	POLICE PATROL	77.54
	DICKS TOWING	TOWING - BSG5853	POLICE PATROL	77.54
	DICKS TOWING	TOWING - BVV5322	POLICE PATROL	77.54
	DICKS TOWING	TOWING - CEY8591	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-11230	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-11693	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-11977	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-13908	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-13909	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-14281	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-14629	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-14883	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-15105	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-15318	POLICE PATROL	77.54
	DICKS TOWING	TOWING - 23-15800	POLICE PATROL	77.54
	DICKS TOWING	TOWING - AFP1130	POLICE PATROL	77.54



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162248	DICKS TOWING	TOWING - BXM7570	POLICE PATROL	77.54
	DICKS TOWING	TOWING - CAR-P174	EQUIPMENT RENTAL	77.54
	DICKS TOWING	TOWING - CAR-P204	EQUIPMENT RENTAL	77.54
	DICKS TOWING	TOWING - 51075D PD PATROL	POLICE PATROL	103.38
	DICKS TOWING	TOWING - C64557Y	POLICE PATROL	103.38
	DICKS TOWING	TOWING - CAR-P164	EQUIPMENT RENTAL	103.38
	DICKS TOWING	TOWING - CAR-P177	EQUIPMENT RENTAL	103.38
	DICKS TOWING	TOWING - MPD FLAT TIRE	POLICE PATROL	103.93
	DICKS TOWING	WINCH OUT, TOWING - 23-13610	POLICE PATROL	308.51
	DICKS TOWING	TOWING - TRUCK J034	EQUIPMENT RENTAL	502.44
	DICKS TOWING	TOWING/DESTRUCTION	POLICE PATROL	1,111.70
162249	DOBBS PETERBILT	J042 - OIL PRESSURE SENSOR	EQUIPMENT RENTAL	105.07
	DOBBS PETERBILT	AXLE ROCKER SWITCH	ER&R	297.94
	DOBBS PETERBILT	LEFT ELECTRIC WINDOW ASSEMBLY	ER&R	315.20
	DOBBS PETERBILT		ER&R	349.26
	DOBBS PETERBILT	DIFF LACK ROCKER SWITCH	ER&R	649.65
	DOBBS PETERBILT	J034-DIAGNOSTIC, WATER PUMP ASMBLY	EQUIPMENT RENTAL	6,262.71
162250	DRIVE PAYMENTS, LLC	ACH PAYMENT - MARCH 2023	UTILITY BILLING	920.55
162251	E&E LUMBER	SUPPLIES	POLICE PATROL	87.21
	E&E LUMBER	SUPPLIES	SEWER PRETREATMENT	246.77
162252	EAGLE FENCE	FENCE REPAIR	STORM DRAINAGE	3,730.74
162253	ECOLOGY, DEPT. OF	BIO SOLIDS ANNUAL PERMIT FEE	UTIL ADMIN	9,011.03
162254	EVERETT STAMP WORKS	STAMP SUPPLIES	POLICE ADMINISTRATION	37.96
162255	EVERETT, CITY OF	ANIMALS TO SHELTER, IMPOUND CREDIT	COMMUNITY SERVICES UNIT	-250.00
	EVERETT, CITY OF	ANIMALS TO SHELTER	COMMUNITY SERVICES UNIT	60.00
	EVERETT, CITY OF	ANIMALS TO SHELTER, IMPOUND CREDIT	COMMUNITY SERVICES UNIT	1,750.00
	EVERETT, CITY OF	2022 SOUTH EFFLUENT AGREEMENT	WASTE WATER TREATMENT	197,814.62
162256	FIRE PROTECTION INC	ALARM SERVICE	POLICE PATROL	262.56
	FIRE PROTECTION INC	ALARM SERVICE	POLICE PATROL	1,170.70
162257	FOREMOST PROMOTIONS	CRIME PREVENTION STICKERS	CRIME PREVENTION	545.63
162258	FRANCOTYP-POSTALIA	POSTAGE METER RENTAL	UTIL ADMIN	109.94
	FRANCOTYP-POSTALIA		COMMUNITY	109.95
162259	GOVCONNECTION INC	55" SAMSUNG TV	GENERAL	652.24
162260	GRAY AND OSBORNE	PROFESSIONAL SERVICES	STORM DRAINAGE	2,174.69
162261	GREEN, SONYA	REFUND - SOCCER	PARKS-RECREATION	85.00
162262	GUNDIES INC	ENGINE W/CORE CHARGE	ER&R	1,203.40
	GUNDIES INC	P164 3.7 LITER ENGINE W/CORE CHARGE	EQUIPMENT RENTAL	1,203.40
162263	HENNIG, JEANINE TULL	INSTRUCTOR PAYMENT	RECREATION SERVICES	676.80
162264	HODGSON, MEGAN	REIMBURSEMENT WELLNESS LUNCH	MEDICAL CLAIMS	303.90
162265	HOME DEPOT USA	PLASTIC HAND HELD DUSTPANS	ER&R	7.26
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	53.96
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	53.96
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	62.69
	HOME DEPOT USA	SHOVELS	ER&R	62.84
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	105.75
	HOME DEPOT USA	NEMESIS EYEWEAR ANTI-FOG CLEAR	ER&R	113.03
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	116.77
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	116.77
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	155.70
	HOME DEPOT USA	NEMESIS EYEWEAR MIRROR SMOKE	ER&R	273.06
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	431.19

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162265	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	477.03
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	580.92
	HOME DEPOT USA	WIPER POP-UPS	ER&R	593.65
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	686.75
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	732.93
	HOME DEPOT USA	SHOVEL, RAKE, GLOVES, TAPE, BROOM	ER&R	825.86
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	1,068.25
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	1,100.96
162266	HON COMPANY	CHAIRS	UTILITY BILLING	882.83
	HON COMPANY		ENGR-GENL	2,355.22
162267	HOOPLE, JENNIFER	REFUND SOCCER	PARKS-RECREATION	75.00
162268	HOOVER COMMERCIAL	ICE MACHINE REPAIR	PARK & RECREATION FAC	32.82
	HOOVER COMMERCIAL		SOLID WASTE OPERATIONS	32.82
	HOOVER COMMERCIAL		GENERAL	32.82
	HOOVER COMMERCIAL		WATER FILTRATION PLANT	32.82
	HOOVER COMMERCIAL		SEWER MAIN COLLECTION	32.82
	HOOVER COMMERCIAL		WASTE WATER TREATMENT	32.82
	HOOVER COMMERCIAL		FACILITY MAINTENANCE	32.82
	HOOVER COMMERCIAL		EQUIPMENT RENTAL	32.82
162269	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	24.51
	J2 CLOUD SERVICES		LEGAL-GENL	24.51
	J2 CLOUD SERVICES		WATER DIST MAINS	49.02
	J2 CLOUD SERVICES		UTILITY BILLING	49.02
	J2 CLOUD SERVICES		CITY CLERK	49.02
	J2 CLOUD SERVICES		COMMUNITY	49.02
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	49.02
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	49.02
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	49.02
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	49.02
	J2 CLOUD SERVICES		RECREATION SERVICES	49.02
	J2 CLOUD SERVICES		POLICE INVESTIGATION	49.02
	J2 CLOUD SERVICES		MUNICIPAL COURTS	49.02
	J2 CLOUD SERVICES		DETENTION & CORRECTION	49.02
	J2 CLOUD SERVICES		PROBATION	49.02
	J2 CLOUD SERVICES		FINANCE-GENL	49.02
	J2 CLOUD SERVICES		UTIL ADMIN	49.02
	J2 CLOUD SERVICES		ENGR-GENL	49.02
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	49.02
	J2 CLOUD SERVICES		COMPUTER SERVICES	49.06
	J2 CLOUD SERVICES		OFFICE OPERATIONS	98.05
	J2 CLOUD SERVICES		MUNICIPAL COURTS	147.07
162270	JOHNSTON, ROSS	EXPENSE REIMBURSEMENT	SOLID WASTE OPERATIONS	35.25
162271	JULZ ANIMAL HOUZ	K-9 SUPPLIES	K9 PROGRAM	6.73
	JULZ ANIMAL HOUZ		K9 PROGRAM	15.93
	JULZ ANIMAL HOUZ		K9 PROGRAM	18.75
162272	KEN'S PROFESSIONAL	WINDOW CLEANING-1015 STATE	PARK & RECREATION FAC	280.00
162273	KING, THOMAS	NLC CONGRESSIONAL CITY CONFERENCE	CITY COUNCIL	256.75
162274	KNOT WORLDWIDE	WEDDING ADVERTISING - OPERA HOUSE	OPERA HOUSE	2,280.00
162275	KUBOTA TRACTOR	KUBOTA TRACTOR	EQUIPMENT RENTAL	82,876.86
162276	LASTING IMPRESSIONS	VOLUNTEER'S UNIFORMS	CRIME PREVENTION	207.73
162277	LEE, DARRYL	EXPENSE REIMBURSEMENT MILEAGE	DETENTION & CORRECTION	293.44

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162278	LEIRA	DUES - BAUGHN	OFFICE OPERATIONS	50.00
162279	LES SCHWAB TIRE CTR	TRUCK CASING CREDIT	ER&R	-54.00
	LES SCHWAB TIRE CTR	TRACTION CAP DRIVE AXLE TIRE	ER&R	259.94
	LES SCHWAB TIRE CTR	TRACTION CAP DRIVE AXLE TIRE	ER&R	460.79
	LES SCHWAB TIRE CTR		ER&R	691.19
	LES SCHWAB TIRE CTR		ER&R	921.59
	LES SCHWAB TIRE CTR	DRIVE AXLE TIRE	EQUIPMENT RENTAL	4,535.10
162280	LEXISNEXIS RISK	INVESTIGATIVE TOOL 2/2023	POLICE INVESTIGATION	181.91
162281	LOWES HIW INC	PLUG KIT, COVER	FACILITY MAINTENANCE	34.19
	LOWES HIW INC	100 FEET OF CABLE COAX	FACILITY MAINTENANCE	36.31
	LOWES HIW INC	PLIERS SET	FACILITY MAINTENANCE	96.56
162282	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	216.61
	LYNN PEAVEY COMPANY	FIREARM SUPPLIES	POLICE PATROL	415.04
162283	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICES	GMA-PARKS	18,334.76
162284	MARYSVILLE AWARDS	VOLUNTEER AWARD PLAQUE	POLICE ADMINISTRATION	122.63
	MARYSVILLE AWARDS	PD SERVICE AWARDS	POLICE INVESTIGATION	439.13
162285	MARYSVILLE FOOD BANK	CDBG - MARYSVILLE FOOD BANK	COMMUNITY	847.88
162286	MCKESSON MEDICAL	CREDIT FOR OVERPAYMENT	DETENTION & CORRECTION	-52.42
	MCKESSON MEDICAL	WHEELCHAIRS	DETENTION & CORRECTION	333.25
162287	MCSHANE, PAUL	COLLISION RECONSTRUCTION EXPO	POLICE INVESTIGATION	379.50
162288	MISTAL-MANER, MEGAN	REIMBURSEMENT WHEELCHAIR	DETENTION & CORRECTION	32.81
162289	MORRIS SOLOMON, MARY	REFUND - MOTHER LOVIN' MARKET	PARKS-RECREATION	40.00
162290	MOSALSKY, ANDREW	COLLISION RECONSTRUCTION EXPO	COMMUNITY SERVICES UNIT	379.50
162291	MOTOR TRUCKS	LED WORK LIGHTS	ER&R	2,756.57
162292	MOUNTAIN MIST	CREDIT	WASTE WATER TREATMENT	-2.90
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	-2.90
	MOUNTAIN MIST		SEWER MAIN COLLECTION	-2.89
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	0.79
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	0.79
	MOUNTAIN MIST		SEWER MAIN COLLECTION	0.79
	MOUNTAIN MIST		WASTE WATER TREATMENT	4.70
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	4.70
	MOUNTAIN MIST		SEWER MAIN COLLECTION	4.70
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SEWER MAIN COLLECTION	7.12
	MOUNTAIN MIST		WASTE WATER TREATMENT	7.13
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	7.13
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	7.81
	MOUNTAIN MIST		SEWER MAIN COLLECTION	7.81
	MOUNTAIN MIST		WASTE WATER TREATMENT	7.82
	MOUNTAIN MIST		WASTE WATER TREATMENT	8.22
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	8.22
	MOUNTAIN MIST		SEWER MAIN COLLECTION	8.22
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	10.53
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	10.53
	MOUNTAIN MIST		SEWER MAIN COLLECTION	10.53
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SEWER MAIN COLLECTION	11.10
	MOUNTAIN MIST		WASTE WATER TREATMENT	11.11
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	11.11
	MOUNTAIN MIST		WASTE WATER TREATMENT	14.44
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	14.44
	MOUNTAIN MIST		SEWER MAIN COLLECTION	14.44

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162292	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	20.48
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	20.48
	MOUNTAIN MIST		SEWER MAIN COLLECTION	20.48
	MOUNTAIN MIST		SEWER MAIN COLLECTION	20.67
	MOUNTAIN MIST		SEWER MAIN COLLECTION	20.67
	MOUNTAIN MIST		WASTE WATER TREATMENT	20.68
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	20.68
	MOUNTAIN MIST		WASTE WATER TREATMENT	20.68
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	20.68
	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SEWER MAIN COLLECTION	22.48
	MOUNTAIN MIST		WASTE WATER TREATMENT	22.49
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	22.49
	MOUNTAIN MIST		SEWER MAIN COLLECTION	22.98
	MOUNTAIN MIST		WASTE WATER TREATMENT	22.99
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	22.99
162293	MTM RECOGNITION CORP	SETUP FEE FOR AWARD PINS	POLICE ADMINISTRATION	350.08
162294	MURPHY, KATHLEEN E	INSTRUCTOR PAYMENT	RECREATION SERVICES	129.00
162295	NAPA AUTO PARTS	CREDIT MEMO ON INVOICE #4642-528991	ER&R	-41.63
	NAPA AUTO PARTS	BRUSH-ON ELECTRICAL #J065	EQUIPMENT RENTAL	35.37
	NAPA AUTO PARTS	STEERING STABILIZER ASSEMBLY #J056	EQUIPMENT RENTAL	59.97
	NAPA AUTO PARTS	CAR WASH	ER&R	65.77
	NAPA AUTO PARTS	BEARING, REAR AXLE, WHEEL SEAL	EQUIPMENT RENTAL	69.75
	NAPA AUTO PARTS		EQUIPMENT RENTAL	104.39
	NAPA AUTO PARTS	DEF FOR DIESEL VEHICLES	SEWER MAIN COLLECTION	163.99
	NAPA AUTO PARTS	RT-FT CONTROL ARM ASSEMBLY #P164	EQUIPMENT RENTAL	169.04
	NAPA AUTO PARTS	OIL/AIR FILTERS, GASKET MAKER	ER&R	204.40
	NAPA AUTO PARTS	OIL/AIR FILTERS, MUD FLAP	ER&R	271.26
	NAPA AUTO PARTS	FRONT BRAKE PADS AND ROTORS #J056	EQUIPMENT RENTAL	392.35
	NAPA AUTO PARTS	OIL FILTER, FLARE KITS, RADIATOR CAPS	ER&R	589.20
	NAPA AUTO PARTS	OIL/AIR FILTER	ER&R	823.55
	NAPA AUTO PARTS	OIL/AIR FILTER	ER&R	1,010.42
	NAPA AUTO PARTS	LED SEALED BEAMS	ER&R	1,515.23
162296	NEHRING, JON	NLC CONGRESSIONAL CITY CONFERENCE	EXECUTIVE ADMIN	276.50
162297	NELSON PETROLEUM	ENGINE OIL	ER&R	886.28
	NELSON PETROLEUM		ER&R	1,303.19
162298	NORTH COAST ELECTRIC	COIL	WASTE WATER TREATMENT	1,608.08
162299	NW ASSESSMENT SERVIC	WELLNESS PROGRAM, VISITS	POLICE ADMINISTRATION	1,800.39
162300	ODP BUSINESS Solutio	OFFICES SUPPLIES	EXECUTIVE ADMIN	14.40
	ODP BUSINESS Solutio	ORGANIZER DESKTOP	TRANSPORTATION	20.99
	ODP BUSINESS Solutio	MAGNETIC HOOKS	WASTE WATER TREATMENT	31.06
	ODP BUSINESS Solutio	KEYBOARD, COPY HOLDER	STORM DRAINAGE	34.86
	ODP BUSINESS Solutio	RISERS	TRANSPORTATION	38.28
	ODP BUSINESS Solutio	WIRELESS COMBO, PENS	TRANSPORTATION	43.12
	ODP BUSINESS Solutio	OFFICE SUPPLIES	UTILITY BILLING	60.73
	ODP BUSINESS Solutio	ERGONOMIC MOUSE	STORM DRAINAGE	65.63
	ODP BUSINESS Solutio	SUPPLIES	POLICE PATROL	66.14
	ODP BUSINESS Solutio		POLICE PATROL	68.46
	ODP BUSINESS Solutio	OFFICE SUPPLIES	STORM DRAINAGE	83.23
	ODP BUSINESS Solutio		COMMUNITY	104.03
	ODP BUSINESS Solutio		METER READING	133.28
	ODP BUSINESS Solutio	EASELS	EXECUTIVE ADMIN	133.42

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162300	ODP BUSINESS Solutio	OFFICE SUPPLIES	EXECUTIVE ADMIN	205.62
	ODP BUSINESS Solutio	SUPPLIES	POLICE PATROL	216.18
	ODP BUSINESS Solutio		POLICE INVESTIGATION	223.13
	ODP BUSINESS Solutio	OFFICE SUPPLIES	EQUIPMENT RENTAL	239.32
	ODP BUSINESS Solutio	SUPPLIES	POLICE PATROL	262.49
	ODP BUSINESS Solutio	OFFICE SUPPLIES	WASTE WATER TREATMENT	306.79
	ODP BUSINESS Solutio	SUPPLIES	POLICE PATROL	402.61
	ODP BUSINESS Solutio		POLICE PATROL	540.64
	ODP BUSINESS Solutio		POLICE PATROL	542.12
162301	OREILLY AUTO PARTS	REAR DIFFERENTIAL SEAL #P179	EQUIPMENT RENTAL	12.83
	OREILLY AUTO PARTS	FUEL FILTER CAP #V021	EQUIPMENT RENTAL	17.47
	OREILLY AUTO PARTS	SCHRADER BRAND TPMS SENSOR #J056	EQUIPMENT RENTAL	46.90
	OREILLY AUTO PARTS		EQUIPMENT RENTAL	53.28
	OREILLY AUTO PARTS	ENGINE COOLANT RESERVOIR TANK - 531	EQUIPMENT RENTAL	66.50
	OREILLY AUTO PARTS	RT/LT FRONT SWAY BAR #P164	EQUIPMENT RENTAL	72.77
	OREILLY AUTO PARTS	STEERING DRAG LINK ASSEMBLY #J056	EQUIPMENT RENTAL	109.75
	OREILLY AUTO PARTS	SHOP SUPPLIES 2200 AMP JUMP START	EQUIPMENT RENTAL	273.49
162302	OUTBACK PRODUCTIONS	ADVERTISING	POLICE ADMINISTRATION	200.00
162303	PACIFIC POWER BATTER	SCRAP ALKALINE	WASTE WATER TREATMENT	22.65
162304	PEACE OF MIND	COUNCIL WORK/MEETING SESSION	CITY CLERK	367.20
162305	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	1.32
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	32.09
	PETROCARD SYSTEMS		STORM DRAINAGE	37.66
	PETROCARD SYSTEMS		STORM DRAINAGE	38.39
	PETROCARD SYSTEMS		SMALL ENGINE SHOP	38.63
	PETROCARD SYSTEMS		ENGR-GENL	42.04
	PETROCARD SYSTEMS		SMALL ENGINE SHOP	42.20
	PETROCARD SYSTEMS		ENGR-GENL	45.06
	PETROCARD SYSTEMS		STORM DRAINAGE	46.98
	PETROCARD SYSTEMS		COMPUTER SERVICES	48.78
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	50.49
	PETROCARD SYSTEMS		STORM DRAINAGE	54.45
	PETROCARD SYSTEMS		STORM DRAINAGE	55.12
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	55.81
	PETROCARD SYSTEMS		COMPUTER SERVICES	64.61
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	66.17
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	67.95
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	68.37
	PETROCARD SYSTEMS		STORM DRAINAGE	69.37
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	73.44
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	74.38
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	74.86
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	91.59
	PETROCARD SYSTEMS		ENGR-GENL	92.59
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	96.83
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	101.28
	PETROCARD SYSTEMS		STORM DRAINAGE	110.64
	PETROCARD SYSTEMS		COMMUNITY	113.12
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	124.67
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	128.03
	PETROCARD SYSTEMS		ENGR-GENL	139.74

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 4/12/2023 TO 4/12/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162305	PETROCARD SYSTEMS	FUEL CONSUMED	DEVELOPMENT SERVICES	144.42
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	149.42
	PETROCARD SYSTEMS		COMMUNITY	152.98
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	154.34
	PETROCARD SYSTEMS		ENGR-GENL	155.85
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	158.52
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	161.81
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	164.39
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	168.79
	PETROCARD SYSTEMS		ENGR-GENL	174.74
	PETROCARD SYSTEMS		COMMUNITY	175.36
	PETROCARD SYSTEMS		ENGR-GENL	176.85
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	182.31
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	193.72
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	198.58
	PETROCARD SYSTEMS		COMMUNITY	204.26
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	208.11
	PETROCARD SYSTEMS		COMMUNITY	209.20
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	223.47
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	228.85
	PETROCARD SYSTEMS		COMMUNITY	229.46
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	241.04
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	256.73
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	279.46
	PETROCARD SYSTEMS		COMMUNITY	308.37
	PETROCARD SYSTEMS		COMMUNITY	320.71
	PETROCARD SYSTEMS		PARK & RECREATION FAC	407.15
	PETROCARD SYSTEMS		PARK & RECREATION FAC	705.07
	PETROCARD SYSTEMS		PARK & RECREATION FAC	751.02
	PETROCARD SYSTEMS		PARK & RECREATION FAC	886.51
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,025.73
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,155.69
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,348.11
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,349.26
	PETROCARD SYSTEMS		GENERAL	2,162.13
	PETROCARD SYSTEMS		GENERAL	2,216.80
	PETROCARD SYSTEMS		GENERAL	2,851.23
	PETROCARD SYSTEMS		GENERAL	2,991.77
	PETROCARD SYSTEMS		GENERAL	3,268.34
	PETROCARD SYSTEMS		GENERAL	3,317.85
	PETROCARD SYSTEMS		GENERAL	3,385.12
	PETROCARD SYSTEMS		GENERAL	3,684.39
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,816.30
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,238.51
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,262.87
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,261.21
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,593.35
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,536.91
	PETROCARD SYSTEMS		POLICE PATROL	6,836.28
	PETROCARD SYSTEMS		POLICE PATROL	7,163.45
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	7,269.80

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162305	PETROCARD SYSTEMS	FUEL CONSUMED	MAINT OF EQUIPMENT	7,323.08
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	7,707.11
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	7,775.82
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	8,368.83
	PETROCARD SYSTEMS		POLICE PATROL	8,694.57
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	8,770.40
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	9,266.31
	PETROCARD SYSTEMS		POLICE PATROL	9,519.39
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	9,892.66
	PETROCARD SYSTEMS		POLICE PATROL	10,158.30
	PETROCARD SYSTEMS		POLICE PATROL	10,158.88
	PETROCARD SYSTEMS		POLICE PATROL	10,610.20
	PETROCARD SYSTEMS		POLICE PATROL	10,712.13
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	11,936.11
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	11,980.41
162306	PGC INTERBAY LLC	REIMBURSEMENT - GOLF COURSE	PRO-SHOP	51.00
	PGC INTERBAY LLC		PRO-SHOP	201.77
	PGC INTERBAY LLC		PRO-SHOP	420.98
	PGC INTERBAY LLC		PRO-SHOP	465.00
	PGC INTERBAY LLC		PRO-SHOP	492.01
	PGC INTERBAY LLC		MAINTENANCE	676.76
	PGC INTERBAY LLC		MAINTENANCE	872.48
	PGC INTERBAY LLC		MAINTENANCE	1,392.15
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,743.07
	PGC INTERBAY LLC		MAINTENANCE	1,849.99
	PGC INTERBAY LLC		MAINTENANCE	3,244.60
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	9,107.86
	PGC INTERBAY LLC		MAINTENANCE	13,543.04
	PGC INTERBAY LLC	REIMBURSEMENT - GOLF COURSE	GOLF COURSE	14,498.32
162307	PH CONSULTING LLC	PROFESSIONAL SERVICE	GMA - STREET	19,791.25
	PH CONSULTING LLC	PROFESSIONAL SERVICE	GMA - STREET	58,282.05
162308	PLATT ELECTRIC	WASHERS	WASTE WATER TREATMENT	0.79
	PLATT ELECTRIC		WASTE WATER TREATMENT	1.97
	PLATT ELECTRIC	RED WASHERS	SOURCE OF SUPPLY	2.63
	PLATT ELECTRIC	MISC. PHILLIPS	SOLID WASTE OPERATIONS	5.46
	PLATT ELECTRIC	APP SLB IN SVC	SOLID WASTE OPERATIONS	5.70
	PLATT ELECTRIC	BUSHING, CORD CONNECTORS, PLUGS	WASTE WATER TREATMENT	7.77
	PLATT ELECTRIC	APP SLB IN SVC	SOLID WASTE OPERATIONS	13.77
	PLATT ELECTRIC	PARTS FOR SANITATION MOVE	SOLID WASTE OPERATIONS	17.65
	PLATT ELECTRIC	BUSHING, CORD CONNECTORS, PLUGS	WASTE WATER TREATMENT	31.07
	PLATT ELECTRIC	STRAP, CONDUIT, FLEX, JUNCTION BOX	SOLID WASTE OPERATIONS	50.36
	PLATT ELECTRIC	PHOTO EYE, LIGHT	SEWER LIFT STATION	51.83
	PLATT ELECTRIC	TWINE WRAP, SUPPLIES	SOLID WASTE OPERATIONS	75.31
	PLATT ELECTRIC	STOCK SUPPLIES	SOURCE OF SUPPLY	98.84
	PLATT ELECTRIC		WASTE WATER TREATMENT	98.84
	PLATT ELECTRIC	SMALL TOOLS	FACILITY MAINTENANCE	98.93
	PLATT ELECTRIC	LIT EU2C	SOLID WASTE OPERATIONS	101.03
	PLATT ELECTRIC	CONDUIT, WIRE, LAMPS, FITTINGS	SEWER LIFT STATION	101.82
	PLATT ELECTRIC	AL MECH	SOURCE OF SUPPLY	118.00
	PLATT ELECTRIC	PHI 12	SOLID WASTE OPERATIONS	125.32
	PLATT ELECTRIC	PARTS FOR SANITATION MOVE	SOLID WASTE OPERATIONS	127.24

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162308	PLATT ELECTRIC	LED, STEP DRILL, ELECTRONIC S/D	STREET LIGHTING	142.20
	PLATT ELECTRIC	BOXES, PHOTO EYE FOR LIGHT	SEWER LIFT STATION	165.53
	PLATT ELECTRIC	BOX SUPPORTS, PIN SHORTS, SUPPLIES	SOLID WASTE OPERATIONS	166.96
	PLATT ELECTRIC	LUG REPLACEMENT	SOURCE OF SUPPLY	227.01
	PLATT ELECTRIC	LIGHTS	WASTE WATER TREATMENT	250.19
	PLATT ELECTRIC	SUPPLIES	SOLID WASTE OPERATIONS	291.15
	PLATT ELECTRIC	MISC. LED	STREET LIGHTING	293.45
	PLATT ELECTRIC	GALVANIZED CONDUIT	SOLID WASTE OPERATIONS	317.83
	PLATT ELECTRIC	TRANSFORMER FOR AERATOR CABINETS	WASTE WATER TREATMENT	360.28
	PLATT ELECTRIC	LGD LED EX39	STREET LIGHTING	392.11
	PLATT ELECTRIC	LED FLOOD LIGHTS	SOLID WASTE OPERATIONS	417.26
	PLATT ELECTRIC	GALV CONDUIT ELBOW, JUNCTION BOX	SOLID WASTE OPERATIONS	436.36
	PLATT ELECTRIC	FLU FLUKE, HARD CASE, YELLOW BOOT	SOURCE OF SUPPLY	442.95
	PLATT ELECTRIC	WIRE, TAPE FOR SANITATION MOVE	SOLID WASTE OPERATIONS	604.02
	PLATT ELECTRIC	LGD LED EX40	STREET LIGHTING	614.83
	PLATT ELECTRIC	STRAP, CONDUIT, FLEX, JUNCTION BOX	SOLID WASTE OPERATIONS	639.49
	PLATT ELECTRIC	LED FLOOD LIGHTS	SOLID WASTE OPERATIONS	672.38
	PLATT ELECTRIC		SOLID WASTE OPERATIONS	834.53
	PLATT ELECTRIC	TEST GFI, CLEAR COVER, GALV ELBOW	SOLID WASTE OPERATIONS	1,052.30
	PLATT ELECTRIC	FLEX EMT SCREW, SWIVEL	SOLID WASTE OPERATIONS	1,058.59
	PLATT ELECTRIC	STOCK SUPPLIES	WASTE WATER TREATMENT	1,123.93
	PLATT ELECTRIC		SOURCE OF SUPPLY	1,123.94
	PLATT ELECTRIC		SEWER LIFT STATION	1,157.99
	PLATT ELECTRIC	30W LED	STREET LIGHTING	1,203.07
	PLATT ELECTRIC	MOTOR CONTRACTOR, HEATER	SOURCE OF SUPPLY	1,298.95
	PLATT ELECTRIC	BUSHING, CORD CONNECTORS, PLUGS	WASTE WATER TREATMENT	1,318.43
	PLATT ELECTRIC	HEATER	SOURCE OF SUPPLY	1,402.88
	PLATT ELECTRIC	FLU FLUKE	SOURCE OF SUPPLY	1,631.15
	PLATT ELECTRIC	MOTOR CONTRACTORS, HEATER	SOURCE OF SUPPLY	5,419.97
162309	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-3.06
	POLICE & SHERIFFS PR	ID CARD - BRITTON	GENERAL FUND	-1.65
	POLICE & SHERIFFS PR	ID CARD - DELANTY	GENERAL FUND	-1.65
	POLICE & SHERIFFS PR	ID CARDS	OFFICE OPERATIONS	17.83
	POLICE & SHERIFFS PR		DETENTION & CORRECTION	17.83
	POLICE & SHERIFFS PR	ID CARD - BRITTON	DETENTION & CORRECTION	19.25
	POLICE & SHERIFFS PR	ID CARD - DELANTY	COMMUNITY SERVICES UNIT	19.25
162310	PROFESSIONAL DEVEL	ICMA LEADERSHIP TRAINING	NON-DEPARTMENTAL	2,000.00
162311	PROFORCE LAW ENFORC	HANDGUNS	POLICE TRAINING-FIREARMS	8,083.79
	PROFORCE LAW ENFORC	HANDGUN SUPPLIES	POLICE TRAINING-FIREARMS	8,140.67
162312	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	2,050.29
162313	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT	POLICE ADMINISTRATION	900.00
	PUBLIC SAFETY PSYCHO		POLICE ADMINISTRATION	900.00
162314	PUBLIC SAFETY TESTIN	COMMANDER TESTING	POLICE ADMINISTRATION	5,956.54
162315	PUD	ACCT #205283641	STREET LIGHTING	8.65
	PUD	ACCT #205026479	STREET LIGHTING	11.84
	PUD		STREET LIGHTING	18.53
	PUD	ACCT #204584361	STREET LIGHTING	18.69
	PUD	ACCT #202177861	PUMPING PLANT	21.75
	PUD	ACCT #204584361	STREET LIGHTING	24.78
	PUD	ACCT #221303498	STREET LIGHTING	31.73
	PUD		STREET LIGHTING	32.95



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162315	PUD	ACCT #220153100	TRANSPORTATION	58.00
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	62.08
	PUD	ACCT #202183679	TRANSPORTATION	62.28
	PUD	ACCT #200800704	STREET LIGHTING	67.01
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	70.88
	PUD	ACCT #202220760	GOLF ADMINISTRATION	97.49
	PUD	ACCT #201931193	PARK & RECREATION FAC	127.88
	PUD	ACCT #202576112	STREET LIGHTING	130.41
	PUD	ACCT #202368197	PUMPING PLANT	151.34
	PUD	ACCT #203344585	STREET LIGHTING	208.16
	PUD	ACCT #222592917	PARK & RECREATION FAC	211.68
	PUD	PUD - MOTHER NATURE'S WINDOW	PARK & RECREATION FAC	256.66
	PUD	ACCT #200812808	PUMPING PLANT	261.61
	PUD	ACCT #200164598	SOURCE OF SUPPLY	336.22
	PUD	ACCT #202461554	SEWER LIFT STATION	634.07
	PUD	ACCT #201639630	GOLF ADMINISTRATION	940.99
	PUD	ACCT #201098969	PUMPING PLANT	1,104.49
	PUD	ACCT #201147253	PUMPING PLANT	1,754.94
	PUD	ACCT #202604203	STREET LIGHTING	1,796.34
	PUD	ACCT #202576112	STREET LIGHTING	2,477.96
	PUD	ACCT #200303477	WATER FILTRATION PLANT	2,594.58
	PUD	ACCT #202604203	STREET LIGHTING	2,694.51
	PUD	ACCT #201577921	PUMPING PLANT	5,085.54
	PUD	ACCT #202882098	STREET LIGHTING	9,172.08
	PUD		STREET LIGHTING	14,346.09
162316	PUGET SOUND DETAIL	V012 TRUCK DETAILING	WATER QUAL TREATMENT	327.90
162317	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	36.67
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	40.92
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	40.92
	PUGET SOUND ENERGY	ACCT #220031396256	PARK & RECREATION FAC	40.92
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	210.33
	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	220.82
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	310.26
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	955.05
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	2,186.01
162318	REECE TRUCKING	CONCRETE DUMP	SIDEWALK MAINTENANCE	63.04
	REECE TRUCKING	CONCRETE DUMP WITH REBAR	SIDEWALK MAINTENANCE	128.66
	REECE TRUCKING		SIDEWALK MAINTENANCE	444.64
	REECE TRUCKING	SAND FOR SNOW & ICE BONKER	SNOW & ICE REMOVAL	12,688.89
162319	RESTORICAL RESEARCH	INSURANCE RECOVERY PAYMENT	SURFACE WATER CAPITAL	1,142.11
162320	RICHARDS, KELLY	NLC CONGRESSIONAL CITY CONFERENCE	CITY COUNCIL	276.50
162321	RIXIR SYSTEMS LLC	MONUMENT SIGN	GMA-PARKS	32,491.80
162322	ROSS, SHANNAN	REFUND - BABYSITTING BASICS	PARKS-RECREATION	30.00
162323	SAFEWAY INC.	INMATE FOOD	DETENTION & CORRECTION	7.99
	SAFEWAY INC.	PROMOTION CEREMONY	POLICE ADMINISTRATION	20.33
	SAFEWAY INC.	INMATE MEDICINE	DETENTION & CORRECTION	22.41
	SAFEWAY INC.	REFRESHMENTS - SWEARING IN	POLICE ADMINISTRATION	27.99
	SAFEWAY INC.	REFRESHMENTS - SWEARING IN	POLICE ADMINISTRATION	43.99
	SAFEWAY INC.	INMATE MEDICATIONS	DETENTION & CORRECTION	68.86
	SAFEWAY INC.	REFRESHMENTS/SUPPLIES - CEREMONY	POLICE ADMINISTRATION	79.93
	SAFEWAY INC.	JAIL SUPPLIES	DETENTION & CORRECTION	113.34

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162324	SAFEWAY INC.	PW MEETING REFRESHMENTS	UTIL ADMIN	27.34
162325	SCORE	SCORE MEDICAL FOR FEB 2023	DETENTION & CORRECTION	66.00
	SCORE	INMATE HOUSING FOR FEB 2023	DETENTION & CORRECTION	8,964.08
162326	SECURE A SITE, INC.	MCC TEMPORARY MONTHLY FENCING	CAPITAL EXPENDITURES	938.65
162327	SERVPRO	FIRE REMEDIATION, EGM PROPERTY	FACILITY REPLACEMENT	4,573.89
162328	SHEEPDOG GUARDIAN	LEGAL UPDATES FOR K-9	K9 PROGRAM	30.00
162329	SIX ROBBLEES INC	HITCH BALL	STORM DRAINAGE	67.11
162330	SMITH, MELAINA	REFUND - SOCCER	PARKS-RECREATION	75.00
162331	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	707.21
162332	SNO CO TREASURER	INMATE MEDICAL	DETENTION & CORRECTION	7,577.18
	SNO CO TREASURER		DETENTION & CORRECTION	11,626.38
	SNO CO TREASURER	JAIL HOUSING FOR FEB 2023	DETENTION & CORRECTION	68,692.32
162333	SNO CO TREASURER	RANGE RENTAL	POLICE TRAINING-FIREARMS	1,850.00
162334	SNOHOMISH CO 911	MEMBER ASSESSMENT - 911 CHARGES	COMMUNICATION CENTER	93,046.58
162335	SOLID WASTE SYSTEMS	FORK CYLINDER	ER&R	838.13
162336	SOLOMON, MEARA	TYLER NEW WORLD CONFERENCE	OFFICE OPERATIONS	291.20
162337	SOUND PUBLISHING	ORDINANCE 3264	CITY CLERK	34.52
	SOUND PUBLISHING	ORDINANCE 3263	CITY CLERK	37.96
162338	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	749.06
162339	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	206.50
162340	STERICYCLE, INC.	PW SHREDDING SERVICE 01/2023	UTIL ADMIN	72.16
	STERICYCLE, INC.	SHREDDING	DETENTION & CORRECTION	101.00
	STERICYCLE, INC.		OFFICE OPERATIONS	101.00
	STERICYCLE, INC.		POLICE INVESTIGATION	101.00
	STERICYCLE, INC.		POLICE PATROL	101.83
162341	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT	3,750.00
	STRATEGIES 360	PROFESSIONAL SERVICE	GENERAL	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT	3,750.00
	STRATEGIES 360	PROFESSIONAL SERVICE	UTIL ADMIN	5,000.00
	STRATEGIES 360	PROFESSIONAL SERVICE	UTIL ADMIN	5,000.00
162342	SWINBURNSON,CHRISTIN	REFUND - SOCCER	PARKS-RECREATION	75.00
162343	TAYLOR, DANIEL	MARCH REFEREES - BASKETBALL	RECREATION SERVICES	1,740.00
162344	THYSSENKRUPP ELEVATO	CITY HALL ELEVATOR MAINTENANCE	CIVIC CENTER	358.95
	THYSSENKRUPP ELEVATO	PUB SAFETY ELEVATOR MAINTENANCE	PUBLIC SAFETY BLDG	358.95
	THYSSENKRUPP ELEVATO	PUB SAFETY ELEVATOR MAINTENANCE	PUBLIC SAFETY BLDG	358.95
	THYSSENKRUPP ELEVATO	PUB SAFETY ELEVATOR MAINTENANCE	PUBLIC SAFETY BLDG	358.95
162345	TRANSPORTATION, DEPT	WSDOT ROW SIGNAGE CHARGING GRANT	CAPITAL EXPENDITURES	1,159.82
162346	TRUSTMARK VOL BENEFI	PREMIUMS - CHECK VOIDED IN PAYROLL	PAYROLL CLEARING	13,171.46
162347	TXLEY INC	JAIL SUPPLIES	DETENTION & CORRECTION	531.52
162348	ULINE	SUPPLIES	POLICE PATROL	564.44
162349	UTILITIES UNDERGROUN	EXCAVATION NOTICE	UTILITY LOCATING	894.74
162350	VAN DAM'S ABBEY	FLOORING, RUBBER BASE	FACILITY REPLACEMENT	2,520.78
162351	VERIZON	WIRELESS SERVICE	PURCHASING/CENTRAL	30.20
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		EQUIPMENT RENTAL	83.18
	VERIZON		PERSONNEL ADMINISTRATION	125.76
	VERIZON		WATER QUAL TREATMENT	165.77
	VERIZON		CITY CLERK	172.68
	VERIZON		OFFICE OPERATIONS	212.80
	VERIZON		LEGAL-GENL	301.53

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/12/2023 TO 4/12/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162351	VERIZON	WIRELESS SERVICE	FINANCE-GENL	317.16
	VERIZON		FACILITY MAINTENANCE	330.79
	VERIZON		MUNICIPAL COURTS	331.54
	VERIZON		COMMUNITY SERVICES UNIT	338.45
	VERIZON		PARK & RECREATION FAC	353.24
	VERIZON		RECREATION SERVICES	353.24
	VERIZON		WATER SUPPLY MAINS	400.14
	VERIZON		POLICE INVESTIGATION	419.20
	VERIZON		EXECUTIVE ADMIN	422.29
	VERIZON		DETENTION & CORRECTION	459.21
	VERIZON		SOLID WASTE CUSTOMER	459.34
	VERIZON		SEWER MAIN COLLECTION	498.71
	VERIZON		POLICE ADMINISTRATION	608.69
	VERIZON		STORM DRAINAGE	666.19
	VERIZON		COMMUNITY	684.95
	VERIZON		GENERAL	929.40
	VERIZON		COMPUTER SERVICES	934.39
	VERIZON		ENGR-GENL	1,714.20
	VERIZON		UTIL ADMIN	2,145.03
	VERIZON		POLICE PATROL	3,029.65
162352	VOLUNTEERS OF AMERIC	CDBG - COVID 19 EMERGENCY ASST.	COMMUNITY	1,014.45
162353	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL	835.50
	WA STATE TREASURER		GENERAL FUND	31,599.67
162354	WEBCHECK	WEBCHECK SERVICE	UTILITY BILLING	1,214.34
162355	WEEKS, BRADLEY J	INSTRUCTOR PAYMENT	RECREATION SERVICES	126.00
162356	WEST PAYMENT CENTER	INVESTIGATIVE TOOL SUBSCRIPTION	POLICE INVESTIGATION	412.63
162357	WESTERN FACILITIES	JAIL SUPPLIES	DETENTION & CORRECTION	105.79
	WESTERN FACILITIES		DETENTION & CORRECTION	410.53
162358	WET RABBIT EXPRESS	CAR WASHES	EQUIPMENT RENTAL	36.00
162359	WHITT, TARYN	REFUND - SOFTBALL	PARKS-RECREATION	660.00
162360	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	65.40
162361	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
162362	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	69.06
162363	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	74.97
162364	ZIPLY FIBER	ACCT #3606594037	CITY HALL	102.35
162365	ZIPLY FIBER	Acct #3606597159	COMPUTER SERVICES	225.94

**Warrant total: 1,531,759.32**

Reason for voids:

Initiator error

Check lost/damaged

Unclaimed property

**Warrant total: \$1,531,759.32**



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** Accounting Technician Shauna Crane, Finance

**ITEM TYPE:** Claims

**AGENDA SECTION:** **Consent**

**SUBJECT:** April 19, 2023 Claims in the Amount of \$3,125,136.78 Paid by EFT Transactions and Check Numbers 162366 through 162520

**SUGGESTED ACTION:**

**SUMMARY:**

---

**ATTACHMENTS:**  
[041923.rtf](#)

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/19/2023 TO 4/19/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162366	LICENSING, DEPT OF	DRIVING ABSTRACT - CRAVEN	PERSONNEL ADMINISTRATION	15.00
162367	PREMERA BLUE CROSS	CLAIMS PAID 3/19 TO 3/25/23	MEDICAL CLAIMS	61,328.41
	PREMERA BLUE CROSS	CLAIMS PAID 4/1 TO 4/8/23	MEDICAL CLAIMS	90,229.29
	PREMERA BLUE CROSS	CLAIMS PAID 3/26 TO 03/31/23	MEDICAL CLAIMS	158,385.99
162368	911 SUPPLY INC.	UNIFORM - MCKENNA	POLICE PATROL	34.47
	911 SUPPLY INC.	UNIFORM - BRITTON	DETENTION & CORRECTION	131.27
162369	ACOSTA, JESSE	INTERPRETER SERVICE	COURTS	130.00
162370	ALL BATTERY SALES &	GAS WELDER MT58 BATTERY	SMALL ENGINE SHOP	116.45
162371	ALLMAX SOFTWARE, INC	ANTERO MAINT. SUPPORT TO 4/30/24	WASTE WATER TREATMENT	2,750.00
162372	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	90.80
162373	ALPINE PRODUCTS INC	PAIS OF QUICK JOINT	WATER DIST MAINS	959.63
162374	AMAZON CAPITAL	ERGONOMIC KEYBOARD/MOUSE	CITY CLERK	76.57
162375	ANDERSON, KRISTEN	PROTEM SERVICE 3/23 TO 4/3/23	MUNICIPAL COURTS	1,850.00
162376	APS, INC.	CARTRIDGE FOR POSTAGE MACHINE	POLICE ADMINISTRATION	54.30
	APS, INC.		CITY CLERK	54.31
	APS, INC.		EXECUTIVE ADMIN	54.31
	APS, INC.		FINANCE-GENL	54.31
	APS, INC.		PERSONNEL ADMINISTRATION	54.31
	APS, INC.		UTILITY BILLING	54.31
	APS, INC.		MUNICIPAL COURTS	54.31
	APS, INC.		LEGAL - PROSECUTION	54.31
	APS, INC.		COMMUNITY	54.31
	APS, INC.		ENGR-GENL	54.31
	APS, INC.		POLICE INVESTIGATION	54.31
	APS, INC.		POLICE PATROL	54.31
	APS, INC.		OFFICE OPERATIONS	54.31
	APS, INC.		DETENTION & CORRECTION	54.31
162377	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	167.17
162378	AT&T MOBILITY LLC	PHONE CHARGES	COMPUTER SERVICES	3,757.64
162379	AWWA	SPRING 2023 ONLINE TRAINING	UTIL ADMIN	120.00
162380	BACKFLOW PARTS	REPAIR KIT, VALVE BALL	WATER/SEWER OPERATION	-193.40
	BACKFLOW PARTS		WATER CROSS CNTL	2,250.90
162381	BANK OF AMERICA	FEES	COMPUTER SERVICES	54.24
162382	BANK OF AMERICA	POSTAGE/OFFICE SUPPLIES	COMMUNITY	270.04
162383	BARDSLEY, ROBERT	UTILITY BILLING REFUND	WATER/SEWER OPERATION	271.32
162384	BERNER, ELIAS	INTERPRETER SERVICE	COURTS	130.00
162385	BILLING DOCUMENT SPE	TRANSACTION FEES - MARCH	UTILITY BILLING	645.85
	BILLING DOCUMENT SPE		UTILITY BILLING	1,572.75
162386	BRIGHTER BOOTH	PURCHASE/DELIVERY PODS	CAPITAL EXPENDITURES	18,503.15
162387	BROCK, TINA	EXPENSE REIMBURSEMENT	MEDICAL CLAIMS	25.00
162388	CAMPBELL, ANTHONY &	UTILITY BILLING REFUND	WATER/SEWER OPERATION	51.14
162389	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
162390	CAPITAL INDUSTRIES	LIDS, LOCK BARS, LOCK	SOLID WASTE OPERATIONS	2,182.53
	CAPITAL INDUSTRIES		SOLID WASTE OPERATIONS	10,912.65
	CAPITAL INDUSTRIES	LIDS, LOCKING BAR, DRAIN, PLUGS	SOLID WASTE OPERATIONS	13,675.00
	CAPITAL INDUSTRIES	LIDS, LOCK BARS, LOCK	SOLID WASTE OPERATIONS	15,594.97
	CAPITAL INDUSTRIES		SOLID WASTE OPERATIONS	15,594.97
162391	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,130.40
	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	16,151.60
	CASCADE COLUMBIA		WASTE WATER TREATMENT	16,321.21
	CASCADE COLUMBIA		WASTE WATER TREATMENT	16,370.68

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/19/2023 TO 4/19/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162392	CENTRAL WELDING SUPP	RAIN PANTS	ER&R	81.49
	CENTRAL WELDING SUPP	JACKETS, GLOVES, RAIN PANTS, HARD HATS	ER&R	406.31
	CENTRAL WELDING SUPP	HARD HATS, WHITE CAP	ER&R	514.18
	CENTRAL WELDING SUPP	RECHARGEABLE BATTERY WITH LITE	ER&R	1,015.12
162393	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
162394	COASTAL FARM & HOME	UNIFORM - GILBERT	UTIL ADMIN	118.12
	COASTAL FARM & HOME	UNIFORM - LANCE	UTIL ADMIN	192.53
162395	CONDYLES, PETER	EXPENSE REIMBURSEMENT	CITY COUNCIL	182.06
	CONDYLES, PETER	NLC CONGRESSIONAL CITY CONFERENCE	CITY COUNCIL	347.60
162396	COOPER, LARA	REFUND - SOCCER	PARKS-RECREATION	20.00
162397	CORE & MAIN LP	PUMPER NOZZLE, VALVE BOX	WATER CAPITAL PROJECTS	4,108.85
162398	CRYSTAL SPRINGS	WATER SERVICE	COMMUNITY CENTER	86.18
162399	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	42.41
	CTS LANGUAGE LINK		COURTS	59.22
162400	CUMMINS NORTHWEST	SENSOR MAG-SPEED	PUMPING PLANT	463.38
162401	DAILY JOURNAL OF COM	LEGAL ADVERTISEMENT	GMA - STREET	206.40
	DAILY JOURNAL OF COM	ADVERTISEMENT - STUDY RFP	PW ADMIN CAP PROJECT	235.20
162402	DAVIS, TANISHA	REFUND - SOCCER	PARKS-RECREATION	85.00
162403	DEBAKER, KARL C	UTILITY BILLING REFUND	WATER/SEWER OPERATION	269.63
162404	DELL	REPLACEMENT PC'S, LAPTOPS	RECREATION SERVICES	2,350.00
	DELL		UTILITY BILLING	2,565.00
	DELL		UTILITY BILLING	2,565.00
	DELL		EXECUTIVE ADMIN	3,665.00
	DELL		STORM DRAINAGE	3,995.00
	DELL	CD MONITORS	COMMUNITY	4,686.23
	DELL	REPLACEMENT PC'S, LAPTOPS	POLICE ADMINISTRATION	20,040.00
	DELL		IS REPLACEMENT ACCOUNTS	22,897.62
162405	DICKS TOWING	TOWING 23-17410	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-18364	POLICE PATROL	77.54
162406	DIMENSIONAL COMMUNI	COURTROOM AUDIO LABOR	CAPITAL EXPENDITURES	15,322.56
162407	E&E LUMBER	SUPPLIES	PARK & RECREATION FAC	6.19
	E&E LUMBER		CIVIC CENTER	8.92
	E&E LUMBER		CIVIC CENTER	19.71
	E&E LUMBER	HOOK AND PICK SET	WATER CROSS CNTL	25.19
	E&E LUMBER	FASTENERS, WRENCH	PARK & RECREATION FAC	25.28
	E&E LUMBER	SUPPLIES	CIVIC CENTER	27.90
	E&E LUMBER	SUPPLIES FOR PD INTERVIEW ROOMS	CIVIC CENTER	31.51
	E&E LUMBER	SUPPLIES FOR PW LOCKER ROOM	UTIL ADMIN	32.94
	E&E LUMBER	TARP	EQUIPMENT RENTAL	45.15
	E&E LUMBER	SUPPLIES	PARK & RECREATION FAC	49.03
	E&E LUMBER		FACILITY REPLACEMENT	56.70
	E&E LUMBER		CIVIC CENTER	64.03
	E&E LUMBER		PARK & RECREATION FAC	75.57
	E&E LUMBER	CONCRETE, BUCKET, HARDWARE	PARK & RECREATION FAC	79.71
	E&E LUMBER	PVC PIPE/COUPLING, ADAPTERS	WATER SERVICES	88.24
	E&E LUMBER	ASPHALT TOOLS	ROADWAY MAINTENANCE	163.26
	E&E LUMBER	GRAFFITI SUPPLIES	ROADSIDE VEGETATION	186.60
	E&E LUMBER		ROADSIDE VEGETATION	314.67
	E&E LUMBER	REPLACEMENT HAND HELD BLOWER	ROADSIDE VEGETATION	393.83
162408	EAGLE FENCE	GATE WITH SELF CLOSE HINGE/LOCK	UTIL ADMIN	1,000.00
	EAGLE FENCE		SOLID WASTE OPERATIONS	1,000.00



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/19/2023 TO 4/19/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162423	GRAINGER	GLOVES, TAPE MEASURE, HOSE, GLASSES	ER&R	1,265.90
162424	GRANITE CONST	ASPHALT	WATER SERVICES	139.44
	GRANITE CONST		ROADWAY MAINTENANCE	205.14
	GRANITE CONST		WATER DIST MAINS	241.34
	GRANITE CONST		ROADWAY MAINTENANCE	291.72
	GRANITE CONST		ROADWAY MAINTENANCE	378.10
162425	GREAT WESTERN REC	BENCH/TRASH RECEPTACLES	PARK & RECREATION FAC	12,498.95
162426	GREENSHIELDS INDS	PICKING CABLE REPAIRS	TRANSPORTATION	332.12
	GREENSHIELDS INDS	HOSE ASSEMBLY #J024	EQUIPMENT RENTAL	649.14
162427	HD FOWLER COMPANY	FERCON'S FOR 1528 2ND ST SEWER REPAIR	SEWER MAIN COLLECTION	34.28
	HD FOWLER COMPANY	GAUGE LIQUID FILLED LOWER CONNECTION	PARK & RECREATION FAC	42.69
	HD FOWLER COMPANY	SEWER REPAIR	SEWER MAIN COLLECTION	56.97
	HD FOWLER COMPANY	PERFORATED PIPE	STORM DRAINAGE	88.59
	HD FOWLER COMPANY	HERBICIDE FLAGS	ROADSIDE VEGETATION	205.29
	HD FOWLER COMPANY	GAUGE LIQUID FILLED	WATER DIST MAINS	213.46
	HD FOWLER COMPANY	DUAL PURPOSE UNION GASKETS	WATER SERVICE INSTALL	327.30
	HD FOWLER COMPANY	PIPE, GASKET	STORM DRAINAGE	453.53
	HD FOWLER COMPANY	AIR VALVE	SEWER LIFT STATION	883.36
	HD FOWLER COMPANY	PIPES	STORM DRAINAGE	1,207.09
162428	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	754.88
	HDR ENGINEERING	PROFESSIONAL SERVICE TO 4/1/23	GMA - STREET	6,795.03
162429	HEART, EMILY	REFUND - JENNINGS PARK BARN	PARKS-RECREATION	115.00
162430	HEWLETT PACKARD	PRINT TONER/MAINTENANCE	UTIL ADMIN	0.02
	HEWLETT PACKARD		WASTE WATER TREATMENT	7.42
162431	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	91.61
	HOME DEPOT USA	DETERGENT	MAINT OF GENL PLANT	109.84
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	405.87
162432	HUNTER, JOHN	UTILITY BILLING REFUND	WATER/SEWER OPERATION	182.01
162433	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
162434	IDAHO ELECTRIC SIGNS	SIGN LETTERS	ROADSIDE VEGETATION	1,102.00
162435	INTERVIEW NOW	CANDIDATE DASHBOARD FOR RECRUITING	POLICE ADMINISTRATION	6,500.00
162436	J. GRAHAM INC.	SELF-INSURED CLAIMS AUDIT	PERSONNEL ADMINISTRATION	10,000.00
162437	KING, THOMAS	NLC CONFERENCE	CITY COUNCIL	269.70
162438	KNOWBE4, INC.	LICENSES	COMPUTER SERVICES	1,442.44
162439	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	130.00
	KUPRIYANOVA, SVETLAN		COURTS	155.55
162440	LAMBERT, TAMI	UTILITY BILLING REFUND	WATER/SEWER OPERATION	139.80
162441	LEON, LAISA	REFUND - DEPOSIT OPERA HOUSE	GENERAL FUND	250.00
162442	LOOMIS	ARMORED TRUCK SERVICE	MUNICIPAL COURTS	85.32
	LOOMIS		POLICE ADMINISTRATION	85.33
	LOOMIS		COMMUNITY	85.33
	LOOMIS		UTILITY BILLING	85.33
	LOOMIS		GOLF ADMINISTRATION	227.54
162443	MACDONALD, TONYA	UTILITY BILLING REFUND	GARBAGE	33.81
162444	MAGILL, SAMANTHA	REFUND - SOCCER	PARKS-RECREATION	75.00
162445	MALAKOOTI TRANSLATIN	INTERPRETER SERVICE	COURTS	130.00
	MALAKOOTI TRANSLATIN		COURTS	130.00
162446	MARY MESSICK & BETH	UTILITY BILLING REFUND	WATER/SEWER OPERATION	79.13
162447	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	291,045.89
162448	MARYSVILLE, CITY OF	15524 SMOKEY PT BLVD	PARK & RECREATION FAC	221.05
	MARYSVILLE, CITY OF	6302 152ND ST NE #IRRIGATION - B	PARK & RECREATION FAC	402.91



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/19/2023 TO 4/19/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162449	MATCO TOOLS	CORDLESS TOOL CHARGER	EQUIPMENT RENTAL	328.20
162450	MC CLURE & SONS INC	DOWNTOWN STORM WATER TREATMENT 12	SURFACE WATER CAPITAL	770,693.79
162451	MCDONALD, KEVIN D	HEARING EXAMINER SERVICE	COMMUNITY	1,379.13
162452	MENNIE, CONNIE	COFFEE KLATCH	EXECUTIVE ADMIN	71.23
162453	MILLER, TYLER	TRAVEL	COMMUNITY SERVICES UNIT	83.84
162454	NAPA AUTO PARTS	ENGINE DEGREASER	ER&R	14.18
	NAPA AUTO PARTS	BATTERY CLEANER, FUEL, OIL/AIR FILTER	ER&R	631.63
	NAPA AUTO PARTS	DEF FLUID	SOLID WASTE OPERATIONS	1,311.92
162455	NELSON'S NOXIOUS	HERBICIDE APPLICATION	PARK & RECREATION FAC	1,445.31
162456	NEXTLEVEL TRAINING	SHIRTS	POLICE TRAINING-FIREARMS	5,347.47
162457	NIELSON, ALEXANDRIA	UTILITY BILLING REFUND	WATER/SEWER OPERATION	8.19
162458	NORTH COAST ELECTRIC	ALLEN-BRADLEY ANNUAL SUPPORT	WASTE WATER TREATMENT	2,844.38
	NORTH COAST ELECTRIC		WATER RESERVOIRS	2,844.39
	NORTH COAST ELECTRIC		WATER QUAL TREATMENT	2,844.39
	NORTH COAST ELECTRIC		SEWER LIFT STATION	2,844.39
162459	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	1,109.50
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,426.50
162460	NORTON, KAMILLE	NLC CONFERENCE AIRFARE	CITY COUNCIL	680.39
162461	OWEN EQUIPMENT	SUPPLIES FOR #H002	EQUIPMENT RENTAL	4,283.60
162462	OXENTENKO, TODD	REIMBURSEMENT - UNIFORM	UTIL ADMIN	302.45
162463	PACIFIC POWER BATTER	CORE CHARGE FOR SLA BATTERY	WASTE WATER TREATMENT	25.06
	PACIFIC POWER BATTER	BATTERY RECYCLING	IS REPLACEMENT ACCOUNTS	34.19
	PACIFIC POWER BATTER	CORE CHARGE FOR SLA BATTERY	SEWER LIFT STATION	50.13
162464	PAJOR, JEFF & DANIEL	UTILITY BILLING REFUND	WATER/SEWER OPERATION	100.63
162465	PEACE OF MIND	PLANNING COMMISSION MINUTES	COMMUNITY	216.00
162466	PETRINI, JULIA		PARKS-RECREATION	75.00
162467	PHIPPS, KEVIN	REIMBURSEMENT - PROPANE	SOLID WASTE OPERATIONS	23.29
162468	PLATT ELECTRIC	COVERS FOR PARKING LIGHTS	SOLID WASTE OPERATIONS	11.26
	PLATT ELECTRIC	CONDUIT FOR SANITATION MOVE	SOLID WASTE OPERATIONS	40.56
	PLATT ELECTRIC		SOURCE OF SUPPLY	81.16
	PLATT ELECTRIC		WASTE WATER TREATMENT	81.16
	PLATT ELECTRIC	BREAKER PANEL, CONNECTORS	EQUIPMENT RENTAL	123.93
	PLATT ELECTRIC	BOX FITTINGS, COVER FOR OUTLETS	STORM DRAINAGE	130.80
	PLATT ELECTRIC	ANGLE PLUG	EQUIPMENT RENTAL	140.92
162469	POSTAL SERVICE	POSTAGE FOR QUARTERLY NEWSLETTER	EXECUTIVE ADMIN	5,350.00
162470	POTTS, BRYON	MEAL REIMBURSEMENT	SOLID WASTE OPERATIONS	73.71
162471	POTTS, JASON		SOLID WASTE OPERATIONS	152.19
162472	PUBLIC SAFETY TESTIN	Q1 SUBSCRIPTION FEE - POLICE/CUSTODY	PERSONNEL ADMINISTRATION	124.00
	PUBLIC SAFETY TESTIN		PERSONNEL ADMINISTRATION	882.00
162473	PUD	ACCT #201142098	PARK & RECREATION FAC	8.78
	PUD	ACCT #202461026	MAINT OF GENL PLANT	22.05
	PUD	ACCT #220681340	STORM DRAINAGE	22.63
	PUD	ACCT #201346665	SEWER LIFT STATION	22.84
	PUD	ACCT #205481823	GOLF ADMINISTRATION	22.84
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	23.63
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	23.63
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	23.63
	PUD	ACCT #200973956	SEWER LIFT STATION	26.26
	PUD	ACCT #200501617	TRANSPORTATION	34.69
	PUD	ACCT #201142155	TRANSPORTATION	39.04
	PUD	ACCT #203996343	STREET LIGHTING	44.07

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/19/2023 TO 4/19/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162473	PUD	ACCT #202294245	SEWER LIFT STATION	47.51
	PUD	ACCT #200448801	TRANSPORTATION	48.23
	PUD	ACCT #204829691	STREET LIGHTING	50.07
	PUD	ACCT #200660439	STREET LIGHTING	53.28
	PUD	ACCT #203500020	STREET LIGHTING	55.02
	PUD	ACCT #221115934	MAINT OF GENL PLANT	69.13
	PUD	ACCT #222664310	TRANSPORTATION	72.65
	PUD	ACCT #221610405	STREET LIGHTING	82.67
	PUD	ACCT #222664740	TRANSPORTATION	85.58
	PUD	ACCT #222663973	TRANSPORTATION	111.36
	PUD	ACCT #201909637	SEWER LIFT STATION	117.26
	PUD	ACCT #203291216	GENERAL	123.45
	PUD	ACCT #220020531	STREET LIGHTING	183.13
	PUD	ACCT #223013277	AFFORDABLE HOUSING	198.18
	PUD	ACCT #201628880	WASTE WATER TREATMENT	210.42
	PUD	ACCT #220824148	WASTE WATER TREATMENT	383.89
	PUD	ACCT #201675634	WASTE WATER TREATMENT	396.51
	PUD	ACCT #201617479	CITY HALL	688.66
	PUD	ACCT #202177333	MAINT OF GENL PLANT	694.12
	PUD	ACCT #201587284	WASTE WATER TREATMENT	712.73
	PUD	ACCT #200021871	COURT FACILITIES	777.98
	PUD	ACCT #200824548	MAINT OF GENL PLANT	964.20
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,236.80
	PUD	ACCT #202075008	WASTE WATER TREATMENT	10,801.27
	PUD	ACCT #201420635	WASTE WATER TREATMENT	12,301.49
	PUD	ACCT #201721180	WASTE WATER TREATMENT	21,132.39
162474	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	142.27
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	607.42
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	620.11
162475	RANDHAWA, MOHINDER	INTERPRETER SERVICE	COURTS	130.00
162476	RETIREMENT SYSTEMS	OLD AGE/SURVIVOR INS. 2022 TAX YEAR	PERSONNEL ADMINISTRATION	173.92
162477	RH2 ENGINEERING INC.	PROFESSIONAL SERVICE TO 4/2/23	SEWER CAPITAL PROJECTS	8,412.69
162478	RIGHT SYSTEMS, INC.	WIRELESS AP CONFIGURATION	CAPITAL EXPENDITURES	2,082.70
162479	SAFEWAY INC.	SUPPLIES	OPERA HOUSE	6.98
162480	SANDOVAL, LESLEY	REFUND - BALLETT/TAP	PARKS-RECREATION	48.00
	SANDOVAL, LESLEY		PARKS-RECREATION	60.00
162481	SCOTT, ALLEN	REIMBURSEMENT	SOLID WASTE OPERATIONS	3.49
162482	SENIOR HEALTH INS	LEOFF INS. PREMIUM 4/24/23 TO 4/23/24	POLICE ADMINISTRATION	2,469.17
162483	SHERWIN WILLIAMS	SUPPLIES	COMMUNITY CENTER	886.34
162484	SHORELINE CONSTRUCTION	REPAIR WATER MAIN BREAK ON 6/24/22	WATER DIST MAINS	10,014.50
162485	SINGH, RAMESH & CHRI	UTILITY BILLING REFUND	GARBAGE	333.32
162486	SISKUN POWER EQUIPMENT	BLOWERS	PARK & RECREATION FAC	1,141.21
162487	SMITH, AMY	REFUND - SOCCER	PARKS-RECREATION	85.00
162488	SOUND PUBLISHING	ORDINANCE 3265	CITY CLERK	55.16
162489	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	659.72
162490	SOUND PUBLISHING	LEGAL ADVERTISEMENT	GMA - STREET	44.84
162491	SOUND PUBLISHING	ORDINANCE 3266	CITY CLERK	39.68
162492	SOUND PUBLISHING	ORDINANCE 3267	CITY CLERK	34.52
162493	SOUND PUBLISHING	ORDINANCE 3268	CITY CLERK	34.52
162494	SOUND SAFETY	UNIFORM - POTTS	SOLID WASTE OPERATIONS	36.27
	SOUND SAFETY	UNIFORM - GESSNER	UTIL ADMIN	131.13

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/19/2023 TO 4/19/2023**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162494	SOUND SAFETY	UNIFORM - CARNEY	STORM DRAINAGE	174.73
	SOUND SAFETY	UNIFORM - GESSNER	UTIL ADMIN	200.00
	SOUND SAFETY	UNIFORM - DIAMOND	GENERAL	202.17
	SOUND SAFETY	UNIFORM - POTTS	SOLID WASTE OPERATIONS	218.56
	SOUND SAFETY	UNIFORM - STROPE	UTIL ADMIN	408.21
	SOUND SAFETY	UNIFORM - POTTS	SOLID WASTE OPERATIONS	440.62
	SOUND SAFETY	UNIFORM - CHILDE	STORM DRAINAGE	451.18
162495	SPAN PUBLISHING INC	REFERENCE BOOK	GENERAL FUND	-29.89
	SPAN PUBLISHING INC		POLICE ADMINISTRATION	347.89
162496	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	20.77
	SPRINGBROOK NURSERY		SIDEWALK MAINTENANCE	20.77
	SPRINGBROOK NURSERY	YARDS OF ROCK	ROADWAY MAINTENANCE	2,704.00
162497	STAPLES	OFFICE SUPPLIES	RECREATION SERVICES	198.21
	STAPLES	PAPER	MUNICIPAL COURTS	314.98
	STAPLES	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	386.88
162498	STATE PATROL	TRAINING FOR OFFICERS - EVOC	POLICE TRAINING-FIREARMS	3,216.56
162499	TRANSPO GROUP	PROFESSIONAL SERVICE TO 12/2/22	GMA - STREET	6,933.75
162500	TRIDENT PLUMBING & D	REFUND - SEWER NOT AVAILABLE	WATER-UTILITIES/ENVIRONME	20.00
	TRIDENT PLUMBING & D		SEWER-UTILITIES/ENVIRONME	100.00
	TRIDENT PLUMBING & D		SWR	4,490.00
162501	TRUE NORTH EQUIPMENT	DEUTCH CONNECTOR #J065	EQUIPMENT RENTAL	396.10
	TRUE NORTH EQUIPMENT	2023 FLEET ADDITION CC18	EQUIPMENT RENTAL	45,233.56
	TRUE NORTH EQUIPMENT	2024 FLEET ADDITION CC19	EQUIPMENT RENTAL	45,233.56
	TRUE NORTH EQUIPMENT	REPAIRS #CC12 - CC17 REPLACES #CC12	SOLID WASTE OPERATIONS	45,233.56
162502	UNITED SITES OF MARY	PORTABLE RESTROOM RENTAL	PARK & RECREATION FAC	464.80
162503	VEOLIA WATER TECH	UV LAMPS AND BALLAST	WASTE WATER TREATMENT	7,591.92
162504	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.06
	VERIZON		POLICE INVESTIGATION	520.24
	VERIZON		POLICE PATROL	2,560.84
162505	VOLUNTEERS OF AMERICA	COMMERCE GRANT COVID RELIEF	COMMUNITY	15,681.04
162506	WA AUDIOLOGY SRVCS	HEARING TEST	WATER SERVICES	44.00
162507	WASTE MANAGEMENT	YARD/RECYCLING SERVICE MARCH 2023	RECYCLING OPERATION	521,866.91
162508	WATERSHED, INC	COATS CEU	COMMUNITY SERVICES UNIT	754.47
162509	WESTERN FACILITIES	SUPPLIES	POLICE PATROL	71.32
162510	WESTERN GRAPHICS	GRAPHIC INSTALLATION	POLICE PATROL	887.02
162511	WET RABBIT EXPRESS	CAR WASH SERVICE	EQUIPMENT RENTAL	7.20
	WET RABBIT EXPRESS	MARCH 2023 CAR WASHES	POLICE PATROL	417.60
162512	WHISTLE WORKWEAR	UNIFORM - ERICKSON	EQUIPMENT RENTAL	178.02
	WHISTLE WORKWEAR	UNIFORM - PHIPPS	SOLID WASTE OPERATIONS	207.68
162513	WINELAND, CARL	REIMBURSEMENT FOR UNIFORM	FACILITY MAINTENANCE	81.94
162514	WORKSAFE SERVICE	RANDOM DRUG TEST BD	PERSONNEL ADMINISTRATION	60.00
162515	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	214.72
162516	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	28.72
	ZIPLY FIBER		MUNICIPAL COURTS	114.92
162517	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	38.26
	ZIPLY FIBER		RECREATION SERVICES	38.26
162518	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	183.36
	ZIPLY FIBER		SUNNYSIDE FILTRATION	206.78
162519	ZIPLY FIBER	LOCAL/LD LINES	YOUTH SERVICES	8.78
	ZIPLY FIBER		CRIME PREVENTION	8.78
	ZIPLY FIBER		PROPERTY TASK FORCE	8.78

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
 FOR INVOICES FROM 4/19/2023 TO 4/19/2023

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
162519	ZIPLY FIBER	LOCAL/LD LINES	WATER QUAL TREATMENT	8.78
	ZIPLY FIBER		PURCHASING/CENTRAL	8.78
	ZIPLY FIBER		CITY CLERK	17.55
	ZIPLY FIBER		SOLID WASTE CUSTOMER	17.55
	ZIPLY FIBER		FACILITY MAINTENANCE	17.55
	ZIPLY FIBER		STORM DRAINAGE	26.33
	ZIPLY FIBER		GIS SERVICES IS	26.33
	ZIPLY FIBER		LEGAL - PROSECUTION	35.11
	ZIPLY FIBER		PARK & RECREATION FAC	35.11
	ZIPLY FIBER		LEGAL-GENL	35.11
	ZIPLY FIBER		GENERAL	43.88
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	43.89
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	52.66
	ZIPLY FIBER		EQUIPMENT RENTAL	61.43
	ZIPLY FIBER		COMPUTER SERVICES	78.96
	ZIPLY FIBER		RECREATION SERVICES	78.99
	ZIPLY FIBER		UTILITY BILLING	78.99
	ZIPLY FIBER		FINANCE-GENL	87.76
	ZIPLY FIBER		POLICE INVESTIGATION	87.76
	ZIPLY FIBER		OFFICE OPERATIONS	96.54
	ZIPLY FIBER		WASTE WATER TREATMENT	96.54
	ZIPLY FIBER		UTIL ADMIN	96.54
	ZIPLY FIBER		MUNICIPAL COURTS	114.09
	ZIPLY FIBER		EXECUTIVE ADMIN	114.09
	ZIPLY FIBER		POLICE ADMINISTRATION	114.09
	ZIPLY FIBER		COMMUNITY	166.75
	ZIPLY FIBER		ENGR-GENL	201.86
	ZIPLY FIBER		DETENTION & CORRECTION	219.41
	ZIPLY FIBER		POLICE PATROL	456.37
162520	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	50.36
	ZIPLY FIBER		POLICE PATROL	50.36
	ZIPLY FIBER		COMMUNICATION CENTER	50.36
	ZIPLY FIBER		UTILITY BILLING	50.36
	ZIPLY FIBER		GENERAL	50.36
	ZIPLY FIBER		GOLF ADMINISTRATION	50.36
	ZIPLY FIBER		COMMUNITY	100.72
	ZIPLY FIBER		DETENTION & CORRECTION	100.72
	ZIPLY FIBER		OFFICE OPERATIONS	100.72
	ZIPLY FIBER		GOLF ADMINISTRATION	100.72
	ZIPLY FIBER		CITY HALL	151.10
	ZIPLY FIBER		RECREATION SERVICES	201.45
	ZIPLY FIBER		WASTE WATER TREATMENT	251.81
	ZIPLY FIBER		UTIL ADMIN	251.81

DATE: 4/20/2023  
TIME: 9:38:59AM

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
FOR INVOICES FROM 4/19/2023 TO 4/19/2023

PAGE: 9

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u><u>3,125,136.78</u></u>

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$3,125,136.78



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** Planning Manager Chris Holland, Community Development

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Commute Trip Reduction (CTR) - Interlocal Agreement Extension

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign *Amendment 1 – Interlocal Extension Letter* for the *Interlocal Agreement for Administering Commute Trip Reduction (CTR) Plans and Programs*.

**SUMMARY:**

The Commute Trip Reduction Law RCW 70.94 (CTR) requires cities, counties and towns containing “major employers” (100+ employees) experiencing the greatest vehicle related air pollution, gasoline consumption and congestion problems to develop plans and programs to reduce single occupant vehicle commute trips. These counties, cities and towns are required to establish and implement CTR plans for all major employers within their jurisdiction.

Currently, the City of Marysville implements CTR through an interlocal agreement (ILA) with Community Transit which allows Community Transit to serve as a liaison between the State and the City of Marysville, and promote implementation of CTR. The CTR ILA allows the transfer of Washington State Department of Transportation funds from Community Transit to the City of Marysville for trip reduction services required by CTR, and supports the statutory requirements for coordination and consistency among affected jurisdictions in implementing CTR.

The ILA between the City of Marysville and Community Transit will expire on June 30, 2023. In order to continue to receive assistance in implementing and administering the City's CTR program through Community Transit, the existing ILA will need to be extended.

Attached is the "*Interlocal Agreement for Administering Commute Trip Reduction (CTR) Plans and Programs*," which is an agreement between Community Transit and the Cities of Marysville, Arlington, Bothell, Edmonds, Lynnwood, Monroe, Mountlake Terrace, and Mukilteo. The only changes from the previous ILA is that the last sentence on page 2, item 5 was amended to reflect the new contract end date of June 30, 2025.

This extension provides the opportunity for WSDOT, the TDM Technical Committee, and jurisdictions to focus on key changes currently affecting the Commute Trip Reduction program including that;

- Transportation behavior continues to change in response to the Covid-19 pandemic and future trends remain difficult to predict;
- Key CTR program elements are being reevaluated; and
- Plan updates are resource intensive for both the state and jurisdictions who are currently engaged in reevaluating, providing input, and updating key CTR program elements.

---

**ATTACHMENTS:**

[E001 - 2019 CTR ILA - PA23007.pdf](#)

[E002 - CT Extension Memo - PA23007.pdf](#)

[E003 - Notice of Extension - PA23007.pdf](#)

[E004 - CT Letter to Marysville - CTR Extension - PA23007.pdf](#)

[E005 - ILA Extension - PA23007.pdf](#)

**INTERLOCAL AGREEMENT FOR ADMINISTERING  
COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS**

This AGREEMENT, entered into by and between Snohomish County Public Transit Benefit Area (hereinafter referred to as **COMMUNITY TRANSIT**), and City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, (hereinafter referred to as the **CITIES**), and hereinafter collectively referred to as the **PARTIES**, WITNESS THAT:

**WHEREAS**, RCW 70.94.527 requires cities with “major employers” that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

**WHEREAS**, the CITY and COMMUNITY TRANSIT are authorized pursuant to RCW 70.94.527(5) and the Interlocal Cooperation Act, chapter 39.34 RCW, to enter into agreements to coordinate the development and implementation of commute trip reduction plans and programs; and

**WHEREAS**, COMMUNITY TRANSIT worked in partnership with the CITIES to develop a common CTR plan and ordinance that has been adopted into law by the CITIES; and

**WHEREAS**, the PARTIES believe that it is more efficient and effective to implement the plans and programs in a common manner and to designate COMMUNITY TRANSIT as the lead agency responsible for coordinating the development and implementation of the CTR plans and programs for the CITIES; and

**WHEREAS**, the PARTIES agree that the CITIES will assist COMMUNITY TRANSIT through the enforcement of their respective CTR ordinances; and

**WHEREAS**, the CITIES have determined that the funds to support the CTR base plans and programs for the CITIES from the Washington State Department of Transportation (hereinafter referred to as WSDOT) will be provided to and managed by COMMUNITY TRANSIT to support the implementation and administration of the CTR plans and programs within the CITIES; and

**WHEREAS**, the CITIES determine that it is within the best interest of the public to enter into an interlocal agreement with COMMUNITY TRANSIT, whereby COMMUNITY TRANSIT will be the lead agency responsible for implementing and administering the CITIES' CTR plans and programs; and



NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the PARTIES hereto agree as follows:

1. RECITALS: The recitals set forth above, constituting a basis of the agreement of the PARTIES, are incorporated herein by references as if fully set forth.
2. SERVICE PROVISIONS: THE PARTIES shall perform the services specified in the "STATEMENT of WORK" attached as Exhibit A, which is made a part of this AGREEMENT by this reference.
3. FUNDING: COMMUNITY TRANSIT shall receive all funds provided by WSDOT allocated for the CITIES to support the administration of the CTR base plans and programs.
4. CHANGE IN FUNDING: This AGREEMENT is contingent upon COMMUNITY TRANSIT's receipt of funds from the WSDOT. If the WSDOT funds for CTR are reduced or eliminated, the PARTIES shall review this AGREEMENT to determine the course of future CTR activities in Snohomish County and any amendments to this AGREEMENT that may be required.
5. AGREEMENT PERIOD: This AGREEMENT is effective for COMMUNITY TRANSIT and each individual PARTY as of the date signed by COMMUNITY TRANSIT and each individual PARTY regardless of the signatures of the other parties to the agreement. The term of this AGREEMENT shall be from the effective date until June 30, 2023.
6. TERMINATION: The CITIES and/or COMMUNITY TRANSIT may terminate this AGREEMENT by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. Reimbursement for services performed by COMMUNITY TRANSIT, and not otherwise paid for by WSDOT, prior to the effective date of such termination shall be paid as a pro rata portion of the applicable WSDOT allocation amount by WSDOT.
7. SEVERABILITY: One or more of the CITIES may withdraw from this AGREEMENT by providing written notice of such intent, specifying the effective date thereof, at least thirty (30) days prior to such date. Such a withdrawal shall not affect other terms or conditions of this AGREEMENT between the remaining PARTIES. To this end, a withdrawal by a City from this AGREEMENT is declared severable.
8. AGREEMENT MODIFICATIONS: Any PARTY may request changes to this AGREEMENT. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment of this AGREEMENT. No variation

or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto.

9. NONDISCRIMINATION: The PARTIES, in performance of this AGREEMENT, shall comply with all applicable local, state, and/or federal laws and ordinances, and agree that they shall not discriminate against any person who is paid, for work completed, by funds indicated in this AGREEMENT or against any applicant for such employment on the grounds of sex, race, color, religion, national origin, age, veteran status, or the presence of any sensory, mental, or physical disability. The PARTIES shall make reasonable accommodations to the sensory, mental, or physical disabilities of applicants and employees throughout the personnel process. In determining the extent of reasonable accommodation, the following factors will be considered: the safe and efficient operation of the organization; feasible financial costs and expenses; and the overall type and size of the organization's operation.

10. INDEMNIFICATION:

A. COMMUNITY TRANSIT shall protect, hold harmless, indemnify, and defend, at its own expense, the CITIES and their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of Community Transit of this Agreement, including claims by the state, COMMUNITY TRANSIT's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the CITIES or their elected and appointed officials, officers, employees or agents.

Each CITY shall protect, hold harmless, indemnify, and defend, at its own expense, COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of the indemnifying CITY of this Agreement, including claims by the state, the indemnifying CITY'S employees, or third parties, except for those damages solely caused by the negligence or willful misconduct of COMMUNITY TRANSIT, its elected and appointed officials, officers, employees or agents.

B. It is understood and agreed that this AGREEMENT is solely for the benefit of the PARTIES hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

C. This indemnification clause shall also apply to any and all causes of action arising out of performance of work activities under this AGREEMENT. Each contract for services or activities utilizing funds provided in whole or in part by this AGREEMENT shall include a provision that the PARTIES are not liable for

IN WITNESS WHEREOF, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace and Community Transit have executed this AGREEMENT as of the date and year written below.

**COMMUNITY TRANSIT**

*Emmett Heath*

Authorized Signature  
Emmett Heath  
Chief Executive Officer

7-17-19  
Date

**CITY OF ARLINGTON**

*Barbara Tolbert*

Authorized Signature  
Barbara Tolbert  
Mayor

4-16-19  
Date

**CITY OF BOTHELL**

Authorized Signature  
Jennifer Phillips  
City Manager

\_\_\_\_\_  
Date

**CITY OF EDMONDS**

Authorized Signature  
David Earling  
Mayor

\_\_\_\_\_  
Date

**CITY OF LYNNWOOD**

Authorized Signature  
Nicola Smith  
Mayor

\_\_\_\_\_  
Date

**CITY OF MARYSVILLE**

Authorized Signature  
Jon Nehring  
Mayor

\_\_\_\_\_  
Date

damages or claims for damages arising from any subcontractor's performance or activities under the terms of the contracts.

The indemnification provisions of Section 10 are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that this provision was specifically negotiated and agreed upon.

IN WITNESS WHEREOF, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace and Community Transit have executed this AGREEMENT as of the date and year written below.

**COMMUNITY TRANSIT**

  
\_\_\_\_\_  
Authorized Signature  
Emmett Heath  
Chief Executive Officer


7-17-19  
\_\_\_\_\_  
Date

**CITY OF ARLINGTON**

\_\_\_\_\_  
Authorized Signature  
Barbara Tolbert  
Mayor

\_\_\_\_\_  
Date

**CITY OF BOTHELL**

  
\_\_\_\_\_  
Authorized Signature  
Jennifer Phillips  
City Manager

5/28/19  
\_\_\_\_\_  
Date

**CITY OF EDMONDS**

\_\_\_\_\_  
Authorized Signature  
David Earling  
Mayor

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace and Community Transit have executed this AGREEMENT as of the date and year written below.

**COMMUNITY TRANSIT**

Emmett Heath  
Authorized Signature  
Emmett Heath  
Chief Executive Officer

7-17-19  
Date

**CITY OF ARLINGTON**

\_\_\_\_\_  
Authorized Signature  
Barbara Tolbert  
Mayor

\_\_\_\_\_  
Date

**CITY OF BOTHELL**

\_\_\_\_\_  
Authorized Signature  
Robert Stowe  
City Manager

\_\_\_\_\_  
Date

**CITY OF EDMONDS**

David Earling  
Authorized Signature  
David Earling  
Mayor

4/19/19  
Date

**CITY OF LYNNWOOD**

\_\_\_\_\_  
Authorized Signature  
Nicola Smith  
Mayor

\_\_\_\_\_  
Date

**CITY OF MARYSVILLE**

\_\_\_\_\_  
Authorized Signature  
Jon Nehring  
Mayor

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace and Community Transit have executed this AGREEMENT as of the date and year written below.

**COMMUNITY TRANSIT**

  
\_\_\_\_\_  
Authorized Signature  
Emmett Heath  
Chief Executive Officer  
  
7-17-19  
\_\_\_\_\_  
Date

**CITY OF ARLINGTON**

\_\_\_\_\_  
Authorized Signature  
Barbara Tolbert  
Mayor  
  
\_\_\_\_\_  
Date

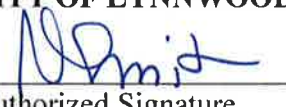
**CITY OF BOTHELL**

\_\_\_\_\_  
Authorized Signature  
Jennifer Phillips  
City Manager  
  
\_\_\_\_\_  
Date

**CITY OF EDMONDS**

\_\_\_\_\_  
Authorized Signature  
David Earling  
Mayor  
  
\_\_\_\_\_  
Date

**CITY OF LYNNWOOD**

  
\_\_\_\_\_  
Authorized Signature  
Nicola Smith  
Mayor  
  
\_\_\_\_\_  
Date

**CITY OF MARYSVILLE**

\_\_\_\_\_  
Authorized Signature  
Jon Nehring  
Mayor  
  
\_\_\_\_\_  
Date

IN WITNESS WHEREOF, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace and Community Transit have executed this AGREEMENT as of the date and year written below.

**COMMUNITY TRANSIT**



Authorized Signature  
Emmett Heath  
Chief Executive Officer

7-17-19  
Date

**CITY OF ARLINGTON**

Authorized Signature  
Barbara Tolbert  
Mayor

\_\_\_\_\_  
Date

**CITY OF BOTHELL**

Authorized Signature  
Jennifer Phillips  
City Manager

\_\_\_\_\_  
Date

**CITY OF EDMONDS**

Authorized Signature  
David Earling  
Mayor

\_\_\_\_\_  
Date

**CITY OF LYNNWOOD**

Authorized Signature  
Nicola Smith  
Mayor

\_\_\_\_\_  
Date

**CITY OF MARYSVILLE**

  
Authorized Signature

Jon Nehring  
Mayor

4/29/19  
Date

**CITY OF MONROE**

\_\_\_\_\_  
Authorized Signature  
Geoffrey Thomas  
Mayor

\_\_\_\_\_  
Date  
April 23, 2019

**CITY OF MOUNTLAKE TERRACE**

\_\_\_\_\_  
Authorized Signature  
Jerry Smith  
Mayor

\_\_\_\_\_  
Date

**CITY OF MUKILTEO**

\_\_\_\_\_  
Authorized Signature  
Jennifer Gregerson  
Mayor

\_\_\_\_\_  
Date



**CITY OF MONROE**

\_\_\_\_\_  
Authorized Signature  
Geoffrey Thomas  
Mayor

\_\_\_\_\_  
Date

**CITY OF MOUNTLAKE TERRACE**

*Kyoko Matsumoto Wright*  
\_\_\_\_\_  
Authorized Signature  
~~Jerry Smith~~ *Kyoko Matsumoto Wright*  
Mayor

*1-7-2019*  
\_\_\_\_\_  
Date

**CITY OF MUKILTEO**

\_\_\_\_\_  
Authorized Signature  
Jennifer Gregerson  
Mayor

\_\_\_\_\_  
Date

**CITY OF MONROE**

\_\_\_\_\_  
Authorized Signature  
Geoffrey Thomas  
Mayor

\_\_\_\_\_  
Date

**CITY OF MOUNTLAKE TERRACE**

\_\_\_\_\_  
Authorized Signature  
Jerry Smith  
Mayor

\_\_\_\_\_  
Date

**CITY OF MUKILTEO**

  
\_\_\_\_\_  
Authorized Signature  
Jennifer Gregerson  
Mayor

5-14-19  
\_\_\_\_\_  
Date

## EXHIBIT "A"

### Statement of Work

#### ADMINISTERING COMMUTE TRIP REDUCTION PLANS

##### 1. INTRODUCTION

The Cities of Arlington, Bothell, Edmonds, Lynnwood, Marysville, Mukilteo, Monroe and Mountlake Terrace (CITIES) have all adopted a similar CTR ordinance.

This STATEMENT OF WORK is incorporated into the Interlocal Agreement titled "**INTERLOCAL AGREEMENT FOR ADMINISTERING COMMUTE TRIP REDUCTION (CTR) PLANS**" and outlines the tasks and responsibilities for each of the PARTIES.

#### COMMUNITY TRANSIT TASKS

##### 2. GENERAL TASKS

- 2.1 Maintain and administer the CITIES' CTR Plans and programs according to the provisions of RCW 70.94.521-551.
- 2.2 Provide Washington State Department of Transit (WSDOT) with a public hearing notice and copies of any proposed amendments to the CITIES' CTR ordinance, plan, and/or administrative guidelines within the first week of the public review period, and final copies of such action within one (1) month of adoption.
- 2.3 Establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this AGREEMENT. To facilitate the administration of the work described in this AGREEMENT, separate accounts shall be established and maintained within COMMUNITY TRANSIT'S existing accounting system or set up independently. Such accounts are referred to herein collectively as the "CTR Account". All costs charged to the CTR Account, including any approved services contributed by the CITIES shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or products evidencing in proper detail the nature and propriety of the charges.

### 3. SERVICES PROVIDED TO EMPLOYERS

Provide affected employers with access to information and services, which will enable them to plan, implement, and manage Commute Trip Reduction (CTR) programs in a way that implements the CITIES' CTR plans and ordinances and meets individual employer goals.

- 3.1 Organize the content and format of a comprehensive CTR educational program for employers and jurisdictions.
- 3.2 Ensure that the comprehensive CTR educational program in Snohomish County is consistent with that developed by the Washington State Technical Advisory Group.
- 3.3 Each of the CITY ordinances requires employers to appoint an Employee Transportation Coordinator (ETC) who will coordinate the CTR program at that employment site. Personalized assistance to and on-site presentations will be provided to ETCs, managers and employees.
- 3.4 Offer free to affected employers complete ETC training at least once every six months with priority given to designated ETCs.
- 3.5 Provide opportunities for ETCs to network with the ETCs of other affected employers.
- 3.6 Continue to provide outreach assistance to affected employers, new affected employers, and potential affected employers.
- 3.7 Provide information and technical assistance to affected employers in preparing and revising individual trip reduction programs. Explain legal requirements and assist with initial survey and plan development.
- 3.8 Work with CITIES to develop new transportation demand management (TDM) programs to implement CTR Plans such as Telework, Alternative Work Hours, Subsidy/Incentives, and Parking Management.
- 3.9 Coordinate and facilitate employer networking, employer peer reinforcement and employer recognition programs.
- 3.10 Produce at least two annual transportation option campaigns and distribute campaign materials.
- 3.11 Plan, promote and implement employer transportation events, including customized worksite ridesharing events.
- 3.12 Design and distribute CTR marketing materials, including new employee orientation materials, which employers may use or copy to implement, promote and manage CTR programs.
- 3.13 Provide employers with access to information, materials and programs that will enable them to adequately promote CTR programs. Produce customized marketing materials for employees upon request.

- 3.14 Be available to attend at least one employer promotion or event per year for each affected employer. Encourage employers to work together and hold joint events.
- 3.15 Support CTR programs by offering supplemental services including a regional ride matching program, vanpool program and Guaranteed Ride Home program.
- 3.16 Take the lead in coordinating the data collection process for employers. Provide training to employers on data collection methodology. Work with the appropriate agencies to coordinate the processing of the employer CTR program data. Ensure that employers timely receive their worksite results and offer follow-up meetings to all employers.
- 3.17 Send or deliver all employer CTR program data for processing/evaluation as instructed by WSDOT.

#### 4. ANNUAL EMPLOYER REPORTING & PROGRAM REVIEW

- 4.1 Notification of Newly Affected Sites as defined by CITY ordinance
  - 4.1.1 Identify list of potential new sites and contact person and send notification inquiry to determine if affected.
  - 4.1.2 Confirm status and secure state ID code.
  - 4.1.3 Create timeline and legal file.
- 4.2 Site Analysis and Program Review
  - 4.2.1 Notify affected employers when quarterly and/or annual program reports are due and provide affected employers with limited direct assistance in preparing written program submissions.
  - 4.2.2 Review program reports for completeness for new sites and for sites that made progress toward goal.
  - 4.2.3 For sites that didn't make progress, review recent worksite travel behavior and program data and evaluate the potential for progress toward CTR program goals.
  - 4.2.4 Make recommendations to CITIES for program improvements for sites that did not make progress.
  - 4.2.5 Generate approval/non-approval letter for CITIES signature.
  - 4.2.6 Follow up with employers whose programs have not been approved and assist in modifying CTR program.
- 4.3 Exemptions & Modification
  - 4.3.1 Receive employer requests for exemptions or modifications and send copy of request to CITIES.
  - 4.3.2 Copy request to WSDOT for comment.

4.3.3 Review and analyze request and provide comments to CITIES; CITIES reviews analysis and provides directions to COMMUNITY TRANSIT.

4.3.4 Generate and send response if directed so by CITIES.

4.4 Records Maintenance

4.4.1 Maintain database and master file records on all affected worksites.

4.4.2 Provide WSDOT with electronic or hard copy of each employer program report approved within the quarter.

5. COORDINATION

5.1 Serve as a liaison between WSDOT and the CITIES for the purposes of RCW 70.94.521-551.

5.2. Coordinate CTR outreach and marketing efforts with the CITIES and other transit agencies (including Metro CTR and Metro Rideshare) in order to create a comprehensive CTR program.

5.3 Collaborate directly with the CTR planning coordinators from the CITIES in working with affected employers to facilitate the timely development, submission, implementation, and revision of affected employer programs.

5.4 Coordinate and facilitate CTR coordinator's group meetings consisting of the CTR planning coordinators from CITIES as needed. This group functions as an information, coordination, and collaboration group for CTR activities.

5.5 Attend jurisdiction and regional meetings representing CITIES' issues.

5.6 Work with CITIES to develop and fund new TDM programs to implement CTR Plans.

5.7 Help jurisdictions monitor the progress of affected employers after CTR programs are implemented.

5.8 Meet at least annually with the each CITY to discuss employer CTR programs in each jurisdiction.

6. REPORTING

6.1 With an invoice voucher, submit to WSDOT quarterly progress reports in a format approved by WSDOT, that adequately and accurately assess the progress made by the CITIES in implementing RCW 70.94.521-551. These quarterly reports shall be submitted within forty-five (45) days of the end of each quarter for the first seven (7) quarters and within fifteen (15) days of the end of the final quarter.

- 6.2 Provide at least quarterly to WSDOT, updated employer information in the electronic format provided by WSDOT to satisfy the jurisdictions' reporting requirement.
- 6.3 Provide the CITIES with quarterly progress reports including narrative summary of tasks performed.

## **CITIES TASKS**

### **7. GENERAL TASKS**

- 7.1 Provide COMMUNITY TRANSIT with copies of any proposed amendments to the CTR Plan and Ordinance.
- 7.2 Notify COMMUNITY TRANSIT of potential CTR-affected sites. Send notification letter to new sites. COMMUNITY TRANSIT will generate letter for CITIES signature.
- 7.3 Review business license procedure for ways that the CITIES can more effectively and efficiently provide COMMUNITY TRANSIT with information on potential newly affected employers.
- 7.4 Attend CTR coordinator group meetings when scheduled.
- 7.5 Meet with COMMUNITY TRANSIT at least annually to discuss employer CTR programs.
- 7.6 Sign annual employer report approval/disapproval letters.
- 7.7 Attend mediation meetings with employers during program review process if necessary.
- 7.8 Review employer exemption/modification requests from analysis submitted by COMMUNITY TRANSIT. Provide direction to COMMUNITY TRANSIT draft response to employer (if desired by CITIES).
- 7.9 Report to COMMUNITY TRANSIT, at least annually, all activities made to implement the CTR Plan or Ordinance with an estimation of costs.



**To:** Community Transit CTR Jurisdictions  
**From:** Matthew Trecha, Community Transit CTR Program  
**Date:** Friday, February 17, 2023  
**Subject:** Extension (Two Years) of the Interlocal Agreement for Administering Commute Trip Reduction (CTR) Plans and Programs

**Background:**

On July 17, 2019, Community Transit entered into an Interlocal Agreement (ILA) titled “Interlocal Agreement for Administering Commute Trip Reduction (CTR) Plans and Programs” with City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, and City of Mountlake Terrace. The ILA designates Community Transit as lead agency responsible for implementing and administering the respective jurisdictional CTR plans and programs.

The CTR Plan for each jurisdiction outlines policies and strategies to improve air quality and reduce traffic congestion through employer-based transportation programs that encourage the use of alternatives to single-occupant vehicle trips for commute purpose.

On December 1, 2022, the TDM Technical Committee issued a memorandum deferring Commute Trip Reduction Plan updates for 2-years from June 2023 to June 2025. This decision provides the opportunity for WSDOT, the TDM Technical Committee, and jurisdictions to focus on key changes currently affecting the Commute Trip Reduction program including that

- transportation behavior continues to change in response to the Covid-19 pandemic and future trends remain difficult to predict,
- key CTR program elements are being reevaluated, and
- plan updates are resource intensive for both the state and jurisdictions who are currently engaged in reevaluating, providing input, and updating key CTR program elements.

To align our interlocal agreement’s effective periods and statement of work with this revised planning cycle, the following action is recommended for immediate implementation.

**Action:**

Community Transit, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, and City of Mountlake Terrace agree to a two (2) year extension of the “Interlocal Agreement for Administering Commute Trip Reduction (CTR) Plans and Programs” as authorized under Section 8 of that agreement. The new expiration date is June 30, 2025. This extension aligns the Interlocal Agreement effective period with renewal of jurisdictional Commute Trip Reduction Plans.



# Memorandum

## Defer Commute Trip Reduction Plan updates for 2-years from June 2023 to June 2025

Decision: Defer CTR Plan updates until June 2025.

Approved: by TDM Technical Committee, on December 1, 2022

Action: Exempt the state, regions, counties, cities, and towns from rules (WAC 468-63-040) that require CTR Plan updates every four years.

This action does not preclude jurisdictions from voluntarily submitting CTR Plans to the Transportation Demand Management Technical Committee for review and approval before June 2025.

Background: State, regions, counties, cities, and towns are required by state rules to update CTR Plans every four years. Without an exemption to this rule from the Transportation Demand Management Technical Committee, CTR Plans would be due June 2023.

Reasons: This decision provides the opportunity for WSDOT, the TDM Technical Committee, and jurisdictions to focus on key changes currently affecting the Commute Trip Reduction program, including that

- transportation behavior continues to change in response to the Covid-19 pandemic and future trends remain difficult to predict,
- key CTR program elements are being reevaluated, e.g., performance metrics, survey tool, performance baselines, funding formula, funding allocation, MAW funding requirements, affected jurisdictions, and
- plan updates are resource intensive for both the state and jurisdictions who are currently engaged in reevaluating, providing input, and updating key CTR program elements.

---

### **Title VI Notice to Public**

*It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equal Opportunity (OEO). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OEO's Title VI Coordinator at (360) 705-7082.*

### **Americans with Disabilities Act (ADA) Information**

*This material can be made available in an alternate format by emailing the Office of Equal Opportunity at [wsdotada@wsdot.wa.gov](mailto:wsdotada@wsdot.wa.gov) or by calling toll free, 855-362-4ADA (4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.*

February 21, 2023

Kathryn Bird  
City of Marysville  
80 Columbia Ave.  
Marysville, WA 98270

Dear Ms. Bird,

At its regular board meeting on December 1, 2022, the Washington State TDM Technical Committee approved the extension of local CTR plans for all jurisdictions through June 2025. The current CTR plans without the extension would have expired on June 30, 2023. This is the second extension of local CTR plans, following the first in 2018 that extended plans until June 2023.

See attached document for the TDM Technical Committee's approved extension of local CTR plans.

During the extension, WSDOT and TDM Technical Committee members will engage partners in the statewide Commute Trip Reduction program to help develop and implement new policies, goals, and planning framework for the next CTR program cycle. In the interim, CTR funding allocations will remain the same through June 2025.

Community Transit enjoys being able to provide you with comprehensive services to develop and administer Commute Trip Reduction program for the affected worksites in your jurisdiction. You will find a complete list of the services we offer included in Exhibit A of our interlocal agreement.

We look forward to continuing to work with you. Your Commute Trip Reduction Interlocal Agreement for administering CTR plans and programs with Community Transit is attached. **Please have the attached agreement signed by your jurisdiction's signatory and return the signature page to me no later than Friday, June 2, 2023.**

Sincerely,  
Matthew Trecha  
Field Marketing & Business Development Specialist

# INTERLOCAL AGREEMENT FOR ADMINISTERING COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS

## AMENDMENT 1 - INTERLOCAL EXTENSION LETTER

This Agreement is made as of JUNE 30, 2023, and is made by and between SNOHOMISH COUNTY PUBLIC TRANSIT BENEFIT AREA (hereinafter referred to as **COMMUNITY TRANSIT**) and CITY OF ARLINGTON, CITY OF BOTHELL, CITY OF EDMONDS, CITY OF LYNNWOOD, CITY OF MARYSVILLE, CITY OF MUKILTEO, CITY OF MONROE, CITY OF MOUNTLAKE TERRACE (Hereinafter referred to as the **CITIES**), and hereinafter collectively referred to as the **PARTIES**, WITNESS THAT:

WHEREAS the **PARTIES** entered an Interlocal Agreement for Administering Commute Trip Reduction (CTR) Plans and Programs on the 17<sup>th</sup> day of JULY 2019.

WHEREAS the TDM Technical Committee exempted the state, regions, counties, cities, and towns from rules (WAC 468-63-040) that require CTR Plan updates for 2-years from June 2023 to June 2025.

WHEREAS Section 8 of the **AGREEMENT** permits mutually agreed upon changes incorporated by written amendment, signed by all **PARTIES**.

NOW, THEREFORE, the **PARTIES** agree as follows:

1. To extend the term in Section 5 of the **AGREEMENT** for a period of 2 years, which shall be from the Extension Effective Date to JUNE 30, 2025.
2. This Extension Letter, once fully executed, will become a written amendment, and deemed as a part of the Interlocal **AGREEMENT**.

IN WITNESS WHEREOF, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace and Community Transit have executed this AGREEMENT as of the date and year written below

**SNOHOMISH COUNTY TRANSPORTATION  
BENEFIT AREA**  
"COMMUNITY TRANSIT"

**CITY OF ARLINGTON**

\_\_\_\_\_  
Authorized Signature  
Ric Ilgenfritz  
Chief Executive Officer

\_\_\_\_\_  
Authorized Signature  
Barbara Tolbert  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF BOTHELL**

---

Authorized Signature  
Kyle Stannert  
City Manager

---

Date

**CITY OF EDMONDS**

---

Authorized Signature  
Mike Nelson  
Mayor

---

Date

**CITY OF LYNNWOOD**

---

Authorized Signature  
Christine Frizzell  
Mayor

---

Date

**CITY OF MARYSVILLE**

---

Authorized Signature  
Jon Nehring  
Mayor

---

Date

**CITY OF MONROE**

---

Authorized Signature  
Geoffrey Thomas  
Mayor

---

Date

**CITY OF MOUNTLAKE TERRACE**

---

Authorized Signature  
Kyoko Matsumoto Wright  
Mayor

---

Date

**CITY OF MUKILTEO**

---

Authorized Signature  
Joe Marine  
Mayor

---

Date



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** Development Services Tech Brad Zahnow, Engineering

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Recovery Contract (23-303) for Sewer Utility Construction Costs

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the recovery contract.

**SUMMARY:** This recovery contract establishes a fair fee for latecomers benefitting from an 8” sanitary sewer line constructed in the 87th Ave NE right-of-way as part of the recent Prospector 1 PRD. The recoverable sewer line extension is identified on the attached recovery map.

---

**ATTACHMENTS:**

- [RC23-303 Prospector PRD Packet \(Sewer\).pdf](#)
- [RC23-303 Recovery Contract \(Sewer\).docx](#)
- [RC23-303 Contract Routing Cover Sheet.docx](#)



**RECOVERY CONTRACT APPLICATION**  
**MMC 14.07.090**

SITE INFORMATION	
Project Name: <b>PROSPECTOR PRD #1</b>	File No: <b>PA20-030 (PROSPECTOR)</b>
Site Address: <b>5228, 5112, 5014 87TH AVE NE</b>	Tax Parcel No: <b>005907-000-09000; -10300; -11400</b>

TYPE OF RECOVERY	
<input checked="" type="checkbox"/> Water	<b>PUBLIC WATER MAIN</b>
<input checked="" type="checkbox"/> Sewer	<b>PUBLIC SEWER MAIN</b>
<input type="checkbox"/> Storm (regional only)	
<input type="checkbox"/> Other (specify):	
(If more than one, submit separate application for each type – attach Bill of Sale and Letter of Acceptance)	
(Application must be submitted no later than final acceptance – submit supporting documents within 120 days)	

APPLICANT INFORMATION	
Name: <b>STACIA BLOOM</b>	Company: <b>CENTURY COMMUNITIES OF WA, LLC</b>
Address: <b>20000 N CREEK PKWY, SUITE 201</b>	
City/State/Zip: <b>BOTHELL, WA 98011</b>	
Phone (home/office): <b>949-838-6057</b>	Phone (cell):
E-mail: <b>STACIA.BLOOM@CENTURYCOMMUNITIES.COM</b>	

CONTRACT INFORMATION	
Company Name on Contract: <b>SAME AS ABOVE</b>	
Mailing Address for next 20 yrs:	
City/State/Zip:	
Contract Signer's Name/Title:	
Phone (home/office):	Phone (cell):
E-mail:	

Administrative Fee: \$500 or 1% of recoverable amount, whichever is greater. \$500 due at application and remainder due at contract signing. (Admin filing fee - Code 4006)

\_\_\_\_\_  
 Signature of Owner/Applicant

**STACIA BLOOM**  
 \_\_\_\_\_  
 Print Name

**2/25/2022**  
 \_\_\_\_\_  
 Date

---

### Recovery Contract Checklist

Any party having constructed a public water or sewer line or storm drainage facilities at its own expense, may be allowed to enter into a recovery contract with the City. The application must be received no later than the 'Letter of Acceptance' by the City. Submit supporting documents within 120 days of acceptance.

**Submit the following items together with this checklist to the Community Development Department for review and processing:**

- Completed recovery contract application form;
- Provide name and title (individual or company) and address to be placed on the contract;
- Provide proof of signature authorization (Washington Secretary of State – Corporations);
- 'Letter of Acceptance' from Construction Inspection Division or Public Works Dept;
- Submit all supporting documents within 120 days of 'Letter of Acceptance';
- Notarized 'Bill of Sale' for utility (water/sewer);
- N/A*  Receipts for additional costs (engineering/construction staking);
- Approved 'Record Drawings' (as-builts);
- Processing fee of \$500 or 1% of recoverable amount, whichever is greater. \$500 due at application and remainder due at contract signing.



**LIMITED LIABILITY COMPANY AGREEMENT  
FOR  
CENTURY COMMUNITIES OF WASHINGTON, LLC  
a Delaware limited liability company**

This LIMITED LIABILITY COMPANY AGREEMENT ("*Operating Agreement*") is made and entered into effective as of March 15, 2018 ("*Effective Date*"), by and among CENTURY COMMUNITIES OF WASHINGTON, LLC, a Delaware limited liability company ("*Company*"), and CENTURY COMMUNITIES, INC., a Delaware corporation ("*Member*" or "*Managing Member*"), as the sole member and in which management is vested.

**WITNESSETH:**

IT IS AGREED, in consideration of the promises, covenants, performance and mutual consideration herein as follows:

**ARTICLE I.  
FORMATION OF COMPANY**

*1.1. Certificate of Formation.* This Company is organized pursuant to the provisions of the DELAWARE LIMITED LIABILITY COMPANY ACT (the "*Statute*", codified at 6 Del. Code §18-101 *et seq.* as it may be amended from time to time) and pursuant to the CERTIFICATE OF FORMATION filed with the Secretary of State on the Effective Date. The rights and obligations of the Company and the Member shall be provided in this Operating Agreement.

*1.2. Conflict between Certificate of Formation and this Operating Agreement.* If there is any conflict between the provisions of the CERTIFICATE OF FORMATION and this Operating Agreement, the terms of the CERTIFICATE OF FORMATION shall control. To the extent permitted by the Statute, this Operating Agreement overrides inconsistent provisions of the Statute.

*1.3. Purpose.* The Company has been formed to acquire, finance, manage, improve, sell, transfer, convey, lease, exchange or otherwise dispose of, operate, encumber, and hold and otherwise deal in real and personal property of all kinds and securities, limited partnership interests, general partnership interests, corporate securities, promissory notes, choses in action and deeds of trust and other instruments from time to time, adopt trade name(s), assumed name(s) or similar appellations, and to engage in any and all activities related or incidental thereto and to engage in any other business activities that it may lawfully do so in order to carry out its purposes, the Company is empowered and authorized to do any and all acts and things appropriate, proper, advisable, incidental to, or convenient for the furtherance and accomplishment of its purpose and for the profits and benefits of the Company. The Company may qualify to conduct business in any jurisdiction that the Managing Member determines appropriate.

*1.4. Tax Treatment.* During such time as there is only one Member of the Company, the Company shall be treated as a disregarded entity for federal income tax purposes.

**ARTICLE II.  
CAPITAL CONTRIBUTIONS**

*2.1. Initial Contribution.* The capital contributions to be made by the Member and with which the Company shall begin business are as follows:

<i>Member Name</i>	<i>Contribution</i>	<i>Membership Interest</i>
CENTURY COMMUNITIES, INC.....	\$1,000.00 .....	100%

2.2. *Additional Capital Contributions.* No Member shall be required to make additional capital contributions. A Member may voluntarily make additional capital contributions to the Company.

2.3. *Loans.* The Company may, as determined by the Managing Member, borrow money from one or any Member, or third person upon such terms and conditions as the Managing Member shall determine in its sole discretion.

### **ARTICLE III. ALLOCATION OF PROFIT AND LOSS; DISTRIBUTIONS**

3.1. *Allocations.* All income, gains, losses, credits and deductions shall be allocated to and reported to the Member in accordance with the Member's Membership Interest as a sole proprietor for federal income taxes.

3.2. *Distributions.* All distributable cash (as determined by the Managing Member) shall be distributed to the Member in proportion to its relative Membership Interest.

### **ARTICLE IV. MEMBERS**

4.1. *Rights, Powers and Duties of Members.* The rights, duties and responsibilities of the Member(s) shall be governed by the Statute. Such provisions are hereinafter incorporated into this Operating Agreement by reference.

4.2. *No Management Authority of Non-Managing Members.* No Member except one who shall also be a Managing Member may participate in or have any control over the Company business or have any authority or right to act for or bind the Company. The Member(s) hereby consents to the exercise by the Managing Member of the powers conferred on the Managing Member by this Operating Agreement.

### **ARTICLE V. MANAGEMENT**

5.1. *Management by Managing Member.* The business and affairs of the Company shall be managed exclusively by the Managing Member. The initial number of Managing Members shall be one (1) Managing Member, which shall be CENTURY COMMUNITIES, INC. The number of Managing Members may be changed by the vote or consent of the Managing Member.

5.2. *Rights, Powers and Duties of Managing Member.* The rights, duties and responsibilities of the Managing Member shall be governed by the Statute. Such provisions are hereinafter incorporated into this Operating Agreement by reference. Without limiting the generality of the foregoing, the Managing Member shall have the powers set forth in this Section.

(a) Management and Control of the Company. The Managing Member shall direct, manage and control the business of the Company to the best of such Managing Member's ability and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which the Managing Member shall deem to be reasonably required in light of the Company's business and objectives.

(1) No Member except one who shall also be a Managing Member may participate in or have any control over the Company business or have any authority or right to act for or bind the Company.

(2) The Managing Member may, if appropriate, establish, if Company funds are available, reserves for working capital and for payment of taxes, insurance, debt service, repairs,

replacements or renewals, or other costs and expenses incident to the operation of the Company and the property of the Company and for such other purposes as the Managing Member may determine and thereafter shall maintain such reserves in such amounts as the Managing Member deems appropriate under the circumstances to the extent that any such reserves are not in conflict with any other provisions of this Operating Agreement regarding any required disbursements.

(b) Authority of the Managing Member. The Managing Member for, and in the name and on behalf of the Company, is hereby authorized to:

(1) execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the purchase, financing, development, management, operation and disposition of the Company and its property or any portion thereof;

(2) employ on behalf of the Company agents, employees, accountants, lawyers, clerical help and such other assistance and services as the Managing Member may deem proper and to pay therefor such remuneration as the Managing Member may deem reasonable and appropriate;

(3) pay insurance premiums, property taxes and other amounts necessary or appropriate to the management, administration, conservation, improvement, development or operation of the Company and its property;

(4) make and enter into such agreements and contracts with such parties and to give such receipts, releases and discharges with respect to any and all of the foregoing and any matters incident thereto as the Managing Member may deem advisable or appropriate;

(5) sue and be sued, complain and defend in the name of and on behalf of the Company;

(6) operate, maintain, finance, approve, construct, own, grant options with respect to, sell, convey, assign, mortgage and lease any real estate or personal property necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(7) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Company and secure the same by mortgage, pledge or other lien on any property;

(8) execute, in furtherance of any and all of the purposes of the Company, any deed, easement, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract or other instrument purporting to convey or encumber any or all of the property of the Company;

(9) care for and distribute funds to the Member by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Operating Agreement, and to perform all matters in furtherance of the objectives of the Company or this Operating Agreement;

(10) purchase from or through others contract, liability, casualty or other insurance for the protection of the properties or affairs of the Company, or the Member, or for any purpose convenient or beneficial to the Company;

(11) pay all taxes, licenses or assessments of whatever kind or nature imposed upon or against the Company or its property, and for such purposes, to make such returns and to do other such acts or things as may be deemed necessary and advisable by the Company; to perform all acts and duties relating to the payment of all indebtedness, taxes and assessments; and to negotiate and enter into such agreements deemed necessary and advisable to operate the Company and its property;

(12) engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a limited liability company under the laws of each State in which the Company is then formed or qualified to do business.

(c) Managing Member's Certificate. Any person dealing with the Company or the Managing Member may rely upon a certificate signed by the Managing Member with respect to one or more of the following:

- (1) the identity of any Managing Member or other Member hereof;
- (2) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by a Managing Member or in any other manner germane to the affairs of the Company;
- (3) the persons who are authorized to execute and deliver any instrument or document of the Company; or
- (4) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member.

**5.3. Officers.** The Managing Member may appoint officers for Company ("*Officers*"). Officers shall perform the duties designated by the Managing Member and shall have those powers authorized by the Managing Member. Officers serve at the pleasure of the Managing Member, so the Managing Member may remove or replace any Officer at its Discretion. The following initial Officers for the Company are hereby appointed:

<i>Name</i>	<i>Title</i>
DALE FRANCESCON .....	Co-CEO and President
ROBERT J. FRANCESCON .....	Co-CEO and President
DAVID MESSENGER .....	Vice President
DUSTIN BOGUE .....	Vice President
W. ALLEN BENNETT .....	Vice President

Each Officer is authorized to sign any document on behalf of the Company without the need for other signatures.

**ARTICLE VI.  
WITHDRAWAL OF A MEMBER**

**6.1. *Withdrawal of a Member.*** For purposes of this Operating Agreement, a "*Withdrawn Member*" is a member who is bankrupt, has resigned, has dissolved or has retired (a "*Withdrawal Event*"). Upon a Withdrawal Event, the Withdrawn Member or any successor in interest to the Withdrawn Member shall automatically become an Assignee of the Withdrawn Member's Membership Interest in the Company.

**6.2. *Rights of Assignee.*** The Assignee of a Membership Interest shall be entitled to receive distributions and profits and losses attributable to the Membership Interest in the Company, but in no event shall the Assignee have the right to participate in, or interfere with, the management or administration of the Company's business or affairs or become a substitute Member unless permitted to do so by a unanimous vote of the other members. *However*, if the Withdrawn Member was the sole member of the Company, then, in order to prevent dissolution of the Company pursuant to Statute Section 18-801(a)(4), the Assignee of such Withdrawn Member shall automatically become a member of the Company effective as of the Withdrawal Event of such sole member.

**ARTICLE VII.  
DISSOLUTION OF THE COMPANY**

**7.1. Dissolution.** The Company shall be dissolved and its assets distributed as provided in the Statute, subject to the provisions of this Operating Agreement (*see, e.g.* Section 6.2 above).

**ARTICLE VIII.  
MISCELLANEOUS PROVISIONS**

**8.1. Inurement.** This Operating Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns, and each person entering into this Operating Agreement acknowledges that this Operating Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties of any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representations regarding income or profit to be derived from any future investment.

**8.2. Modification.** This Operating Agreement may be modified from time to time as necessary only by the written agreement of the Company, acting through the vote or consent of its Member(s).

**8.3. Severability.** The provisions of this Operating Agreement are severable and separate, and if one or more is voidable or void by statute or rule of law, the remaining provisions shall be severed therefrom and shall remain in full force and effect.

**8.4. Governing Law.** This Operating Agreement and its terms are to be construed according to the laws of the State of Delaware.

**8.5. Entire Agreement.** This Operating Agreement sets forth the entire understanding and agreement of the parties concerning the Company and this Operating Agreement supersedes all prior understandings, agreements including any prior oral or written limited liability company agreement) or representations by or between the parties, whether written or oral. The parties hereby release and discharge all liabilities with respect to prior discussions, negotiations and commitments.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized representative of each party has read, understood, executed and acknowledged this Operating Agreement effective as of the Effective Date.

COMPANY:

**CENTURY COMMUNITIES OF WASHINGTON, LLC**, a Delaware limited liability company

By: *Its Managing Member*,  
Century Communities, Inc.,  
a Delaware corporation

DocuSigned by:  
By: *David Messenger*.....  
4298DA89062F4B0  
Name: David Messenger  
Title: CFO

SOLE MEMBER:

**CENTURY COMMUNITIES, INC.**  
a Delaware corporation

DocuSigned by:  
By: *David Messenger*.....  
4298DA89062F4B0  
Name: David Messenger  
Title: CFO

**FIRST AMENDMENT TO  
LIMITED LIABILITY COMPANY AGREEMENT**

This FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT FOR CENTURY COMMUNITIES OF WASHINGTON, LLC, A DELAWARE LIMITED LIABILITY COMPANY (the "**Amendment**"), dated for reference purposes as October \_\_, 2021, is made and entered into by and between CENTURY COMMUNITIES OF WASHINGTON, LLC, a Delaware limited liability company ("**Company**") and CENTURY COMMUNITIES, INC., a Delaware corporation ("**Member**" or "**Managing Member**"), as the sole member and in which management is vested.

**RECITALS**

A. Company and Member entered into that certain Limited Liability Company Agreement for Century Communities of Washington, LLC, a Delaware limited liability company dated March 15, 2018 (the "**Operating Agreement**"), to set forth the operations of the Company. Except as otherwise defined herein, all capitalized terms shall have the meaning set forth in the Agreement.

B. Company and Member hereby desire to amend the Agreement on the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company and Member agree as follows:

1. Officers. Section 5.3. of the Operating Agreement is hereby deleted and replaced with the following:

*Officers*. The Managing Member may appoint officers for Company ("**Officers**"). Officers shall perform the duties designated by the Managing Member and shall have those powers authorized by the Managing Member. Officers serve at the pleasure of the Managing Member, so the Managing Member may remove or replace any Officer at the Managing Member's discretion. The following initial Officers for the Company are hereby appointed:

<i>Name</i>	<i>Title</i>
DALE FRANCESCON.....	Co-CEO and President
ROBERT J. FRANCESCON.....	Co-CEO and President
DAVID MESSENGER.....	Vice President
LIESEL COOPER.....	Vice President
JARRETT COLEMAN.....	Vice President

In addition, at any time the then-current Division President of the Company shall be the Vice President.

2. General. Except as expressly amended or modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only on agreement.

*[signatures on the following page]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

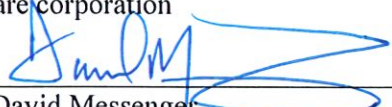
COMPANY:

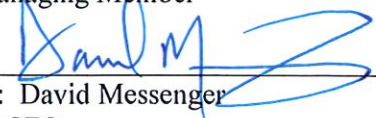
MANAGING MEMBER:

**CENTURY COMMUNITIES OF WASHINGTON, LLC,**  
a Delaware limited liability company

**CENTURY COMMUNITIES, INC.,**  
a Delaware corporation

By: CENTURY COMMUNITIES, INC.  
a Delaware corporation  
Its: Managing Member

By:   
Name: David Messenger  
Title: CFO

By:   
Name: David Messenger  
Title: CFO



Friday, February 24, 2023  
Cashier LF  
Total: **\$1,000.00**

# Receipt R24439

City of Marysville

Paid with CREDIT CARD  
Paid by CENTURY  
COMMUNITIES OF  
WASHINGTON LLC

UT23-0043	\$500.00
5223 83RD AVE NE	PROSPECTOR PRD - SEWER RECOVERY CONTRACT APP PROCESSING FEE
UTIL RECOVERIES	\$500.00
UT23-0044	\$500.00
5223 83RD AVE NE	WATER RECOVERY CONTRACT APP PROCESSING FE
UTIL RECOVERIES	\$500.00



**CITY OF MARYSVILLE**  
MARYSVILLE WA COMMUNITY  
DEVELOPMENT

[FOLLOW](#)


501 DELTA AVE  
MARYSVILLE, WA 982705130  
[+1 360-363-8100](tel:+13603638100)

Subtotal \$1,000.00  
Total Taxes \$0.00

**Total \$ 1,000<sup>00</sup>**

PAYMENT ID: 4H89G0EM9DZKA  
Cashier: Community

[Show Details](#)

DATE MASTERCARD  
February 24, 2023  
8:08 am   
4445

[View the Privacy Policies for  
Clover](#)

MARYSVILLE WA COMMUNITY  
DEVELOPMENT





December 21, 2022

Century Communities  
Attn: Stacia Bloom  
2000 N. Creek Pkwy., Ste 201  
Bothell, WA 98011

**MARYSVILLE**  
**PUBLIC WORKS**

RE: Security Funding Release

The City of Marysville is pleased to authorize release of the security funding device referenced below. The security was obtained in accordance with Section 22G.040.040 of Marysville's Municipal Code to ensure construction of certain specified improvements. The City has determined that performance/maintenance security funding is no longer needed.

Project Name: Prospector PRD  
Permit Number: G21-0035

Scope of Improvements for this Security:

Erosion control and right-of-way improvements, including: erosion control, sewer offsite, storm offsite, water offsite, roadway improvements, and traffic control.

Surety Name: XL Specialty Insurance Company  
Bond/Account Number: US00104959SU21A  
Security Amount: \$ 2,478,884.76

Please feel free to reach out with any questions. I can be reached at (360) 363-8100 or via e-mail at [kmcintyre@marysvillewa.gov](mailto:kmcintyre@marysvillewa.gov).

Best Regards,

Kenneth J. McIntyre, PE  
Assistant City Engineer

(360) 363-8100

Public Works  
80 Columbia Avenue  
Marysville, WA 98270



**MARYSVILLE  
PUBLIC WORKS**

### SANITARY SEWER BILL OF SALE & WARRANTY

KNOW ALL MEN BY THESE PRESENTS, that Century Communities does hereby grant, bargain, sell and convey, for valuable consideration, unto the City of Marysville, WA, a municipal corporation, all of that certain sewer line and appurtenances, situated and described below:

QUANTITY	SIZE	TYPE OF PIPE/STRUCTURE	COST
17 Each	48 Inch	Manholes	\$ 108,334.71
8 Each	8 Inch	Cleanouts	\$ 12,660.68
4940 Lineal Feet	8 Inch	SDR-35 PVC Sewer Pipe	\$ 241,387.39
Lineal Feet	Inch	SDR-35 PVC Sewer Pipe	\$
Lineal Feet	Inch	Class 50 Ductile Iron Pipe	\$
Other:			
Import	2,115	TON	\$ 60,054.72
Asphalt R&R	135	TON	\$ 41,885.70
Vac Truck	32	HOUR	\$ 10,010.88
Traffic Control	56	HOUR	\$ 5,649.28
Connecs	2	EACH	\$ 14,728.16
			\$
		TOTAL COST	\$ 494,711.52

And other appurtenances at/in the project known as Prospector PRD #1, more particularly in easements, streets and public rights-of-way described as PA20-030 Prospector, and as shown on the as-built drawings of said installation, attached hereto and made part of this document.

The grantor represents and warrants to the City that all of the expenses in connection with construction and installation of said sewer line and appurtenances have been fully paid and the same is free from liens and debts; the grantor agrees to indemnify and hold the City harmless from any lawful claims of any party for labor or materials arising out of construction and installation of said line and appurtenances. The grantor further warrants the City that lines and appurtenances were constructed and installed in accordance with City standards and specifications. The grantor warrants the labor and materials used in said construction and installation for a period of two years from the date this conveyance is accepted by the City; further, the grantor agrees to indemnify and hold the City harmless from any and all claims for damages arising from defective material or workmanship for a period of two years from the date this conveyance is accepted by the City.

(360) 363-8100

Public Works  
80 Columbia Avenue  
Marysville, WA 98270

DATED this 9th day of December, 2022

By 

Mick Cermak, Division President

**Individual Notary**

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Notary)

NOTARY PUBLIC in and for the State of Washington,

residing at \_\_\_\_\_

My commission expires at \_\_\_\_\_

**Representative Notary**

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Mick Cernak is/are the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the Division President of Centenary Communities to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 9<sup>th</sup> day of December, 2022

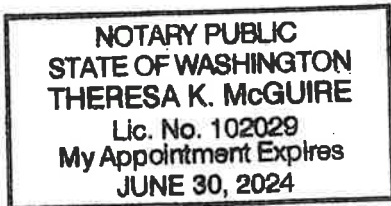
Theresa H. McGuire  
(Signature)

Theresa H. McGuire  
(Print Name of Notary)

NOTARY PUBLIC in and for the State of Washington,

residing at Lake Stevens, WA

My commission expires at 6-30-2024









**PUBLIC WORKS DEPARTMENT**  
*Recovery Contract 23-303*  
*Recovery Fee Calculation*

By: KJM  
 Date: 3/29/2023

	Qty	Item	Cost
Sewer Costs: (per bill-of-sale)	858 lf	8" SS Main	\$ 63,851.07
	3 ea	48" SS Manhole	\$ 26,351.58
	1 ea	8" Cleanout	\$ 1,908.19
	2024 ton	Import	\$ 57,475.91
	135 ton	Asphalt R&R	\$ 42,295.35
	30 hour	Vac Truck	\$ 9,385.20
	50 hour	Traffic Control	\$ 5,044.00
	16 hour	Street Sweeping	\$ 2,349.44
	Sewer Subtotal =		

Benefiting Property  
 Summary:

Parcel No.	Address	Parcel Square Feet*	
00590700011501	5003 87th Ave NE	106,286	\$16,142.38
00590700011601	Unknown	41,818	\$6,351.12
00590700011500	5009 87th Ave NE	100,188	\$15,216.23
00590700010200	5127 87th Ave NE	205,603	\$31,226.36
00590700010101	Unknown	38,333	\$5,821.86
00590700009100	5205 87th Ave NE	194,713	\$29,572.42

*\*Data obtained from Snohomish County Assessor; property account summary*

**Total Square Footage = 686941 sf**

**Calculated Pro-Rata Sewer Fee = \$0.15 /sf**  
 (50% Sewer Subtotal / Total square footage of benefiting properties)\*\*

Recoverable Sewer Fee = \$104,330.37  
 (Pro-Rata Fee x Remaining recovery square footage of benefiting properties)

\*\*A value of 50% was applied to the pro-rata amount, as the benefiting parcels on the east side of 87th Ave NE (opposite and facing the Prospector 1 PRD) will have equal access to and potential use of this main line.

# VICINITY MAP



## City of Marysville

1:36,112

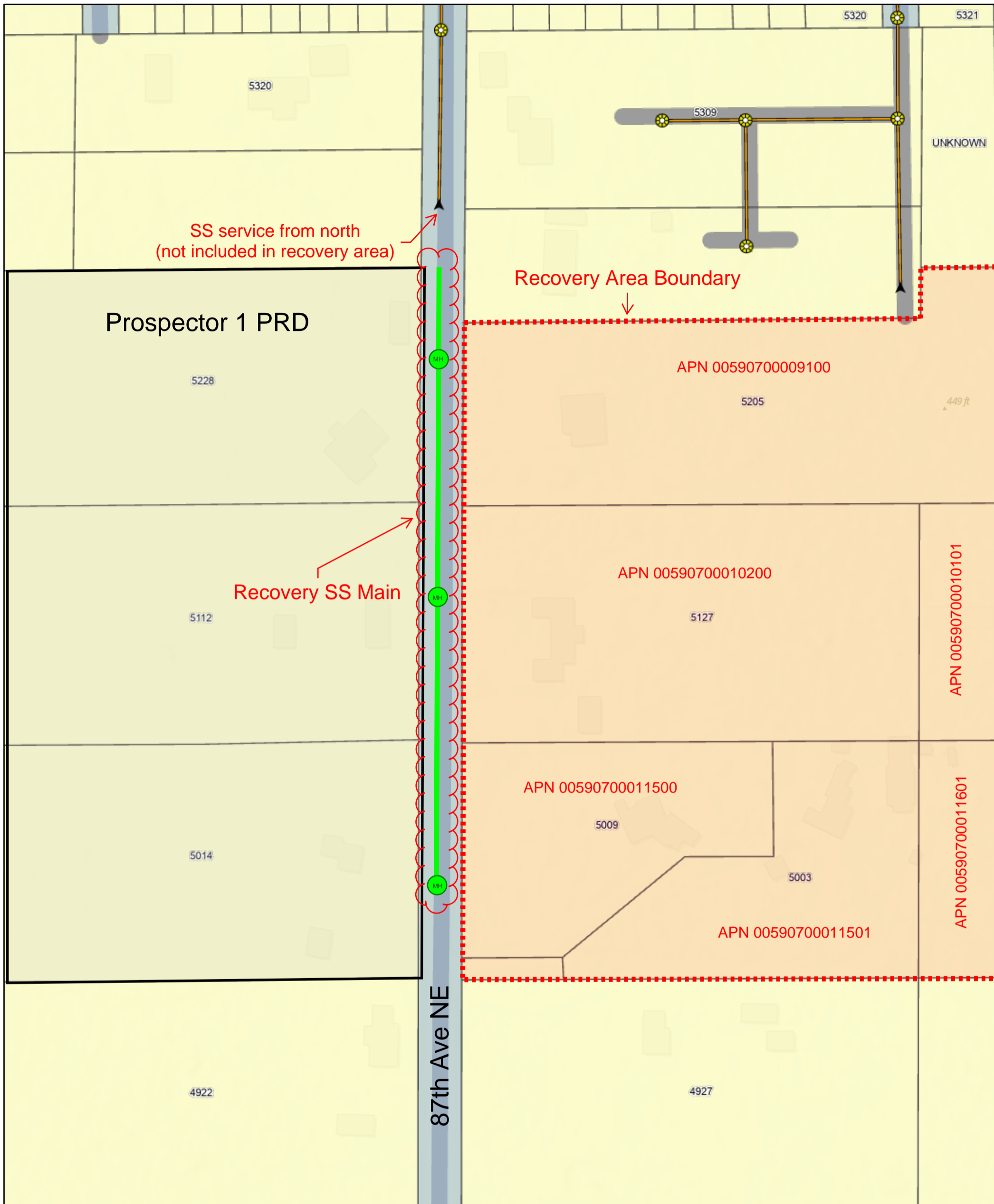
0 0.3 0.6 1.2 mi

- |                     |                                    |              |
|---------------------|------------------------------------|--------------|
| Arterials           | Swale                              | EVERETT      |
| Streets             | Intermittent stream, not regulated | LAKE STEVENS |
| <b>Streams</b>      | Piped Stream                       | MARYSVILLE   |
| Stream              | Water bodies                       |              |
| Tributary           | <b>City limits</b>                 |              |
| Intermittent stream | ARLINGTON                          |              |

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



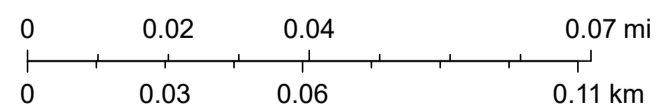
# Prospector 1 PRD - SS Recovery Map



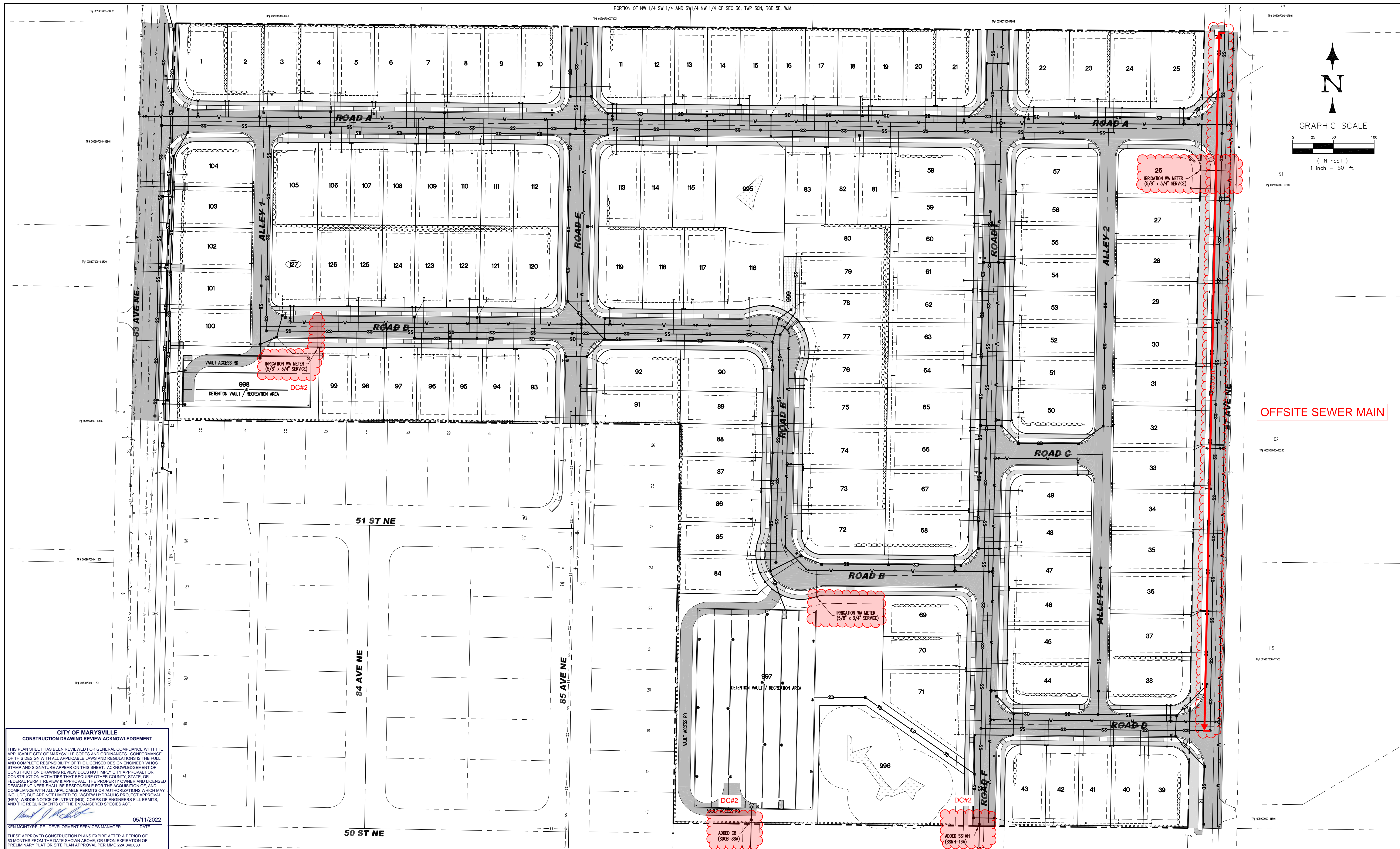
2/1/2023, 3:34:37 PM

- Sewer Gravity Mains
- Sewer Manhole
- Parcels
- Site Addresses
- Streets
- MUNICIPALITY
- STATE OF WASHINGTON
- MARYSVILLE

1:2,257



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



**CITY OF MARYSVILLE  
CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT**

THIS PLAN SHEET HAS BEEN REVIEWED FOR GENERAL COMPLIANCE WITH THE APPLICABLE CITY OF MARYSVILLE CODES AND ORDINANCES. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGEMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRE OTHER COUNTY, STATE, OR FEDERAL PERMIT REVIEW & APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF, AND COMPLIANCE WITH ALL APPLICABLE PERMITS OR AUTHORIZATIONS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, WSPFW HYDRAULIC PROJECT APPROVAL (HPA), WSPFW NOTICE OF INTENT (NOI), CORPS OF ENGINEERS FILL PERMITS, AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT.

*Ken McIntyre*  
KEN MCINTYRE, PE - DEVELOPMENT SERVICES MANAGER  
DATE: 05/11/2022

THESE APPROVED CONSTRUCTION PLANS EXPIRE AFTER A PERIOD OF 60 MONTHS FROM THE DATE SHOWN ABOVE, OR UPON EXPIRATION OF PRELIMINARY PLAT OR SITE PLAN APPROVAL PER MMC 22A-040.030

NO.	REVISION	BY	DATE
1	ISSUED FOR PERMIT REVIEW	NL	01/31/21
2	REVISED PER CITY REVIEW COMMENTS	NL	04/02/21
3	REVISED PER CITY REVIEW COMMENTS	NL	06/02/21
4	ADD IRRIGATION METERS, SDB-88A, & SSM 18A	NL	06/05/22

**EXISTING UTILITIES NOTE:**  
THE LOCATIONS OF EXIST. UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

**CALL 48 HOURS BEFORE YOU DIG  
1-800-424-5555**



**LATTA ENGINEERING PLLC**  
Consulting Civil Engineers  
5970 Birch Point Road, Blaine, WA 98230  
Ph: 360 671 7002  
info@lattaengineering.com

2021 (C) LATTA ENGINEERING PLLC (ALL RIGHTS RESERVED)

**CITY OF MARYSVILLE CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT**  
THIS PLAN SHEET HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE APPLICABLE CITY OF MARYSVILLE CODES AND ORDINANCES. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER, WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGEMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRE OTHER COUNTY, STATE OR FEDERAL PERMIT REVIEW AND APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION AND COMPLIANCE OF ALL APPLICABLE PERMITS OR AUTHORIZATIONS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, WSPFW HYDRAULIC PROJECT APPROVAL (HPA), WSPFW NOTICE OF INTENT (NOI), ARMY CORP OF ENGINEERS FILL PERMITS AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT.

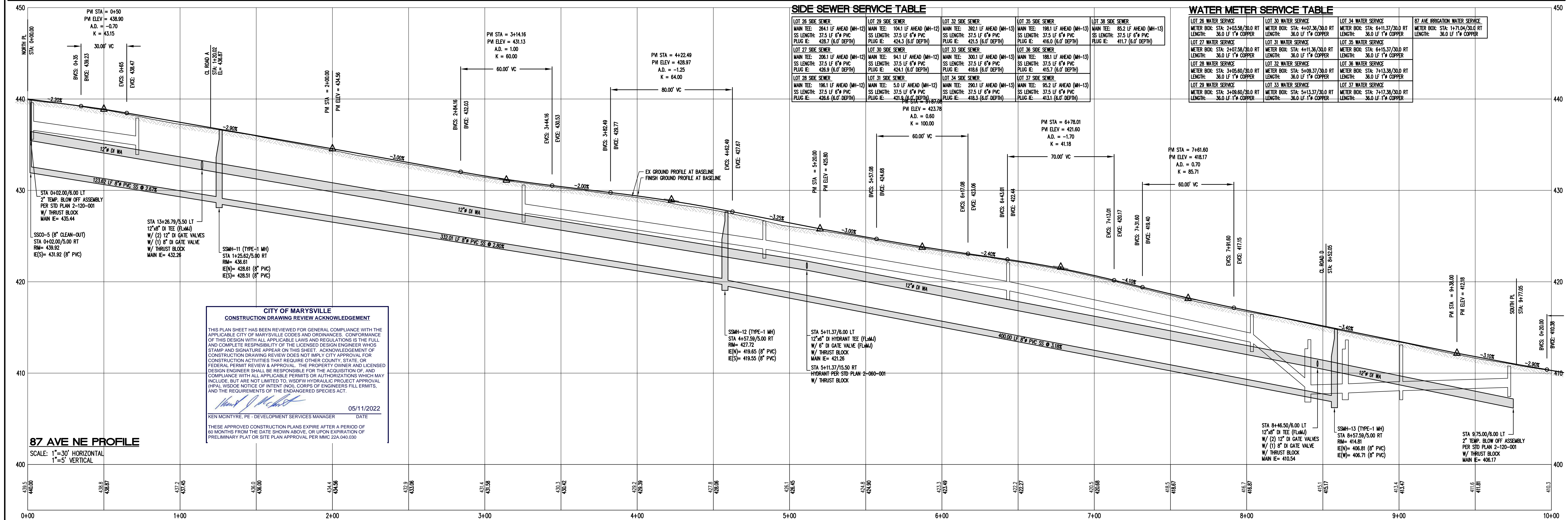
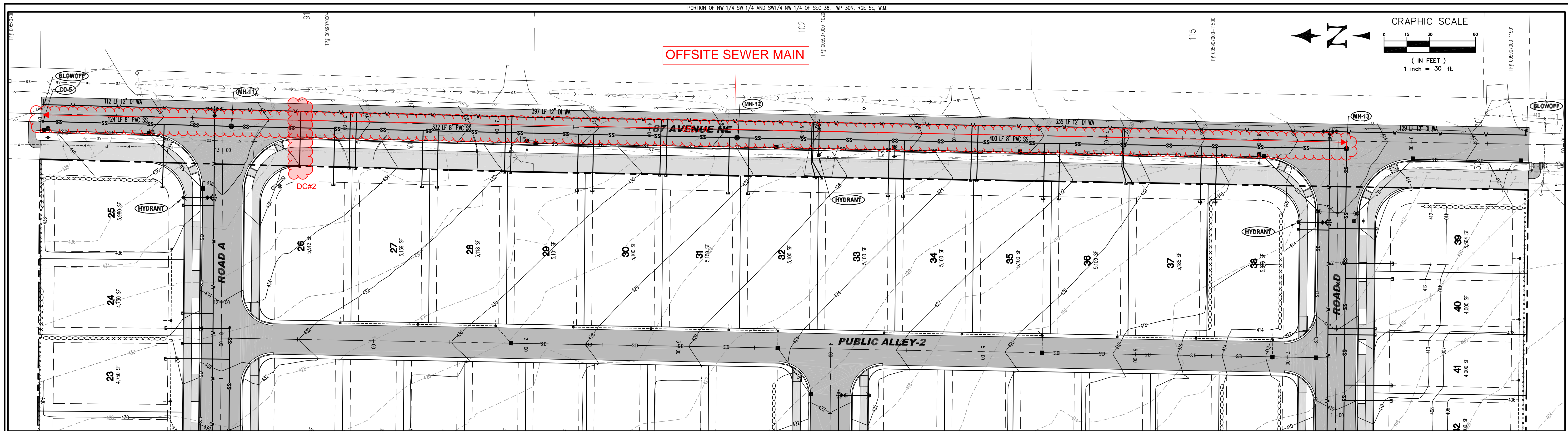
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: KEN MCINTYRE, PE, DEVELOPMENT SERVICES MANAGER  
THESE APPROVED CONSTRUCTION PLANS EXPIRE AFTER A PERIOD OF 60 MONTHS FROM THE DATE SHOWN ABOVE, OR UPON EXPIRATION OF PRELIMINARY PLAT OR SITE PLAN APPROVAL, PER MMC 22A-040.020 AND 22A-040.030.

**COMPOSITE UTILITY OVERVIEW PLAN**  
PROSPECTOR PLANNED RESIDENTIAL DEVELOPMENT  
83 AVENUE NE, MARYSVILLE, WA  
PORTION OF NW 1/4 SW 1/4 AND SW 1/4 NW 1/4 OF SEC 36, TWP 30N, RGE 5E, W.M.

DATE: JANUARY 2021 SCALE: H: 1" = 50' V: N/A

DRAWING: C - 5  
SHEET: 5 OF 45  
CITY FILE # PA20-030



**CITY OF MARYSVILLE**  
CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT

THIS PLAN SHEET HAS BEEN REVIEWED FOR GENERAL COMPLIANCE WITH THE APPLICABLE CITY OF MARYSVILLE CODES AND ORDINANCES. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER, WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGEMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRE OTHER COUNTY, STATE, OR FEDERAL PERMIT REVIEW & APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF, AND COMPLIANCE WITH ALL APPLICABLE PERMITS OR AUTHORIZATIONS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, WISDF HYDRAULIC PROJECT APPROVAL (HPA), WISDF NOTICE OF INTENT (NOI), CORPS OF ENGINEERS FILL PERMITS, AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT.

05/11/2022  
DATE

KEN MCINTYRE, PE - DEVELOPMENT SERVICES MANAGER

NO.	REVISION	BY	DATE
1	REVISED PER CITY REVIEW COMMENTS	NL	04/02/21
2	REVISED PER CITY REVIEW COMMENTS	NL	06/02/21
3	REVISED 87 AVE PROFILE	NL	03/30/22
4	IRRIGATION METER FOR 87 AVE LANDSCAPE	NL	05/06/22



**LATTA ENGINEERING PLLC**  
Consulting Civil Engineers

5970 Birch Point Road, Blaine, WA 98230  
Ph: 360 671 7002  
info@lattaengineering.com

2021 (C) LATTA ENGINEERING PLLC (ALL RIGHTS RESERVED)

**CITY OF MARYSVILLE CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT**

THIS PLAN SHEET HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE APPLICABLE CITY OF MARYSVILLE CODES AND ORDINANCES. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER, WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGEMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRE OTHER COUNTY, STATE, OR FEDERAL PERMIT REVIEW & APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION AND COMPLIANCE OF ALL APPLICABLE PERMITS OR AUTHORIZATIONS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, WISDF HYDRAULIC PROJECT APPROVAL (HPA), WISDF NOTICE OF INTENT (NOI), ARMY CORP OF ENGINEERS FILL PERMITS AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: KEN MCINTYRE, PE, DEVELOPMENT SERVICES MANAGER

THESE APPROVED CONSTRUCTION PLANS EXPIRE AFTER PERIOD OF 60 MONTHS FROM THE DATE SHOWN ABOVE OR UPON EXPIRATION OF PRELIMINARY PLAT OR SITE PLAN APPROVAL, PER MMC 22A.0403.02 AND 22A.0403.03.

**SEWER AND WATER**  
**87 AVENUE NE: STA 0+00 TO STA 10+00**  
**PROSPECTOR PLANNED RESIDENTIAL DEVELOPMENT**  
**83 AVENUE NE, MARYSVILLE, WA**  
PORTION OF NW 1/4 SW 1/4 AND SW1/4 NW 1/4 OF SEC 36, TWP 30N, RGE 5E, W.M.

DATE: JANUARY 2021      SCALE: H: 1" = 30'      V: 1" = 5'

DRAWING: **C - 36**  
SHEET: **36 OF 45**  
CITY FILE # **PA20-030**

**After Recording Return to:**

CITY OF MARYSVILLE  
501 DELTA AVE  
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE  
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS  
CONTRACT NO. 23-303**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name:	Address:
<b>Century Communities of WA, LLC</b>	<b>20000 N Creek Pkwy, Ste 201 Bothell, WA 98011</b>

hereinafter referred to as "Developer."

**WITNESSETH:**

WHEREAS, the Developer has constructed and installed a sewer system, including a(n) 8-inch line and appurtenances situated as follows:

**Approximately 858 LF of 8" sanitary sewer main located in 87th Ave. NE, to serve the Prospector 1 PRD (APN's 00590700009000; 00590700010300; 00590700011400).**

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with record drawings of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were **\$208,660.70**, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utilities, and is subject to the lien created by this Contract:

**(Six parcels located adjacent to and east of the Prospector PRD #1 (APN's 00590700011501; 00590700011601; 00590700011500; 00590700010200; 00590700010101; 00590700009100))**

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is **\$104,330.37**.

5. For a period not to exceed twenty (20) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the parcel square footage, as obtained from the Snohomish County Assessor, Property Account Summary. This, however, does not include any other capital improvement charges levied by the City. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be **\$0.15** per square foot of land area of benefiting properties.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said twenty-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the twenty-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

13. Every two years from the date this contract is executed, the Developer must provide the City with information regarding Developer's current contract name, address, and telephone number. If the Developer fails to comply with the notification requirements of this paragraph within sixty days of the specified time, then the City may collect any reimbursement funds owed to the Developer under the contract. Such funds must be deposited in the City's capital fund.

ATTEST:

THE CITY OF MARYSVILLE:

By: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

DEVELOPER

By: \_\_\_\_\_  
CITY ATTORNEY

By: \_\_\_\_\_  
, OWNER

**For Mayor:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_

**For Individual:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument and acknowledged it to be HIS/HER free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this \_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_

CONTRACT ROUTING AND APPROVAL FORM I INSTRUCTIONS

CONTRACT SIGNATURE REQUIREMENTS:

<b>Project Category</b>	<b>Mayor Authorization</b>	<b>Council &amp; Mayor Authorization – Requires Agenda Bill</b>
Supplies & Equipment	below \$100,000	\$100,000 or greater
Professional Services	below \$100,000	\$100,000 or greater
Maintenance Contracts	below \$100,000	\$100,000 or greater
Public Works - multiple trade	below \$100,000	\$100,000 or greater
Public Works - single trade	below \$100,000	\$100,000 or greater
Change Order	below approved management reserve	exceeds approved management reserve
Amendment/Supplemental Agreement	Cumulative total is \$100,000 or less and no-cost time extension that does not exceed 6 months	Cumulative total is \$100,000 or greater or no-cost time extension greater than 6 months
Interlocal Agreements		All Interlocal Agreements
Grants	Grants less than \$100,000 may be amended by Mayor if underlying purpose is not altered	All Grants
Settlement Agreements		All Settlement Agreements

This form is to be used for routing contracts or any agreement for goods or services. Questions regarding this form may be addressed to the City Clerk.

The project manager shall:

- Have the contractor sign **two contracts in blue ink**.
- Fill out the contract routing sheet including having Department Head initial form.
- If necessary, include a council agenda bill.
- Check box on front of form to have fully executed contract returned to Project Manager or have contract mailed to Contractor. An address for the Contractor must be filled out on the front of this form or the contract will be returned to Project Manager for mailing.
- Send copy of routing sheet to Business Licensing.
- Deliver the contract routing sheet, agenda bill (if necessary) and two signed copies of the contract to the City Clerk's Office for routing.
- Any contract/agreement that was not generated using the contract tool must be reviewed by legal prior to routing. Please provide date contract/agreement was approved by legal. Date: \_\_\_\_\_

The Clerk's Office shall:

- Stamp one copy of the contract as "duplicate" and one as "original".
- Log the contract and route.
- Route contract in routing sequence order (see form).
- Place on council agenda if necessary.
- The fully executed original will be retained by the City Clerk in the official City file. The duplicate contract will be routed to the Project Manager unless the "mail contract" box is checked on the front of this form and a mailing address is provided (if no address is provided, the contract will be returned to the Project Manager for mailing).

PROJECT MANAGER CHECK LIST:

1. Verify that the Party with whom the City is contracting is the correct legal entity – i.e. Is it a Washington corporation; a LLC; a partnership; a sole proprietor, ensure the party that signs the document is authorized to sign on behalf of the business entity, verify Contractor is registered, has current UBI number, has industrial insurance coverage, and has a State excise tax registration number: <https://secure.lni.wa.gov/verify/>
2. If necessary, ensure the document is properly notarized.
3. Verify that the Contractor has valid business license and current Washington State Department of Labor and Industries license.
4. Verify that the Contractor has insurance consistent with specifications and/or other City requirements.
5. Verify Debarment list from Federal fund on: [www.sam.gov](http://www.sam.gov)





CONTRACT ROUTING COVER SHEET  
CONTRACT

Department: Public Works - Engineering Date: April 12, 2023

Project Manager: Ken McIntyre Assistant City Title: Engineer Phone: (360) 363-8224

Project Name: Prospector 1 PRD

Project #: PA20-030 Contracting Ending Date: April 24, 2043

Contractor/Vendor/Consultant: Century Communities of WA, LLC

Nature of Scope of Contract: Private Recovery Contract - Sewer

Return executed contract to Project Manager  Mail executed contract to Contractor at address below  
Stacia Bloom, P.E., Century Communities of WA, LLC, 20000 N Creek Pkwy, Ste 201, Bothell, WA 98011

Council Agenda date: 4/24/2023  Council Agenda not required  
(not less than 12 working days from submittal date)

Contract Amount: \$104,330.37 Budget Account #: \_\_\_\_\_

**Complete For Bid Projects**

State Excise Tax Registration #: \_\_\_\_\_ Current UBI #: \_\_\_\_\_

Employment Security Department #: \_\_\_\_\_

Registered Contractor  Industrial Insurance Coverage Verified  Not disqualified from bidding

Routing Sequence: (please initial, date and then forward)

Please submit in this order:	Initial	Date	Comments
Business Licensing			Copy of this form sent to Business Licensing, Project Manager's initials and date.
Department Director			
City Clerk			_____ Date to City Attorney
CAO			
City Attorney			
Finance Director			
Mayor			
City Clerk			



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** Development Services Tech Brad Zahnow, Engineering

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Recovery Contract (23-304) for Water Utility Construction Costs

**SUGGESTED ACTION:** Recommended Motion: I move to authorize the Mayor to sign and execute the recovery contract.

**SUMMARY:** This recovery contract establishes a fair fee for latecomers benefitting from a 12" water main constructed in the 87th Ave NE right-of-way as part of the recent Prospector 1 PRD. The recoverable water main extension is identified on the attached recovery map.

---

**ATTACHMENTS:**

- [RC23-304 Recovery Contract \(Water\).docx](#)
- [RC23-304 Contract Routing Cover Sheet.docx](#)
- [RC23-304 Prospector PRD Packet \(Water\).pdf](#)

**After Recording Return to:**

CITY OF MARYSVILLE  
501 DELTA AVE  
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE  
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS  
CONTRACT NO. 23-303**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name:	Address:
<b>Century Communities of WA, LLC</b>	<b>20000 N Creek Pkwy, Ste 201 Bothell, WA 98011</b>

hereinafter referred to as "Developer."

**WITNESSETH:**

WHEREAS, the Developer has constructed and installed a sewer system, including a(n) 8-inch line and appurtenances situated as follows:

**Approximately 976 LF of 12" potable water main located in 87th Ave. NE, to serve the Prospector 1 PRD (APN's 00590700009000; 00590700010300; 00590700011400).**

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with record drawings of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

RECOVERY CONTRACT - 1  
Form Rev. 9/2020

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were **\$245,642.46**, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utilities, and is subject to the lien created by this Contract:

**(Six parcels located adjacent to and east of the Prospector PRD #1 (APN's 00590700011501; 00590700011601; 00590700011500; 00590700010200; 00590700010101; 00590700009100))**

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is **\$122,821.23**.

5. For a period not to exceed twenty (20) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the parcel square footage, as obtained from the Snohomish County Assessor, Property Account Summary. This, however, does not include any other capital improvement charges levied by the City. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be **\$0.18** per square foot of land area of benefiting properties.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said twenty-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the twenty-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

13. Every two years from the date this contract is executed, the Developer must provide the City with information regarding Developer's current contract name, address, and telephone number. If the Developer fails to comply with the notification requirements of this paragraph within sixty days of the specified time, then the City may collect any reimbursement funds owed to the Developer under the contract. Such funds must be deposited in the City's capital fund.

ATTEST:

THE CITY OF MARYSVILLE:

By: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

DEVELOPER

By: \_\_\_\_\_  
CITY ATTORNEY

By: \_\_\_\_\_  
, OWNER

**For Mayor:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_

**For Individual:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument and acknowledged it to be HIS/HER free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this \_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_

## CONTRACT ROUTING AND APPROVAL FORM I INSTRUCTIONS

### CONTRACT SIGNATURE REQUIREMENTS:

<b>Project Category</b>	<b>Mayor Authorization</b>	<b>Council &amp; Mayor Authorization – Requires Agenda Bill</b>
Supplies & Equipment	below \$100,000	\$100,000 or greater
Professional Services	below \$100,000	\$100,000 or greater
Maintenance Contracts	below \$100,000	\$100,000 or greater
Public Works - multiple trade	below \$100,000	\$100,000 or greater
Public Works - single trade	below \$100,000	\$100,000 or greater
Change Order	below approved management reserve	exceeds approved management reserve
Amendment/Supplemental Agreement	Cumulative total is \$100,000 or less and no-cost time extension that does not exceed 6 months	Cumulative total is \$100,000 or greater or no-cost time extension greater than 6 months
Interlocal Agreements		All Interlocal Agreements
Grants	Grants less than \$100,000 may be amended by Mayor if underlying purpose is not altered	All Grants
Settlement Agreements		All Settlement Agreements

This form is to be used for routing contracts or any agreement for goods or services. Questions regarding this form may be addressed to the City Clerk.

The project manager shall:

- Have the contractor sign **two contracts in blue ink**.
- Fill out the contract routing sheet including having Department Head initial form.
- If necessary, include a council agenda bill.
- Check box on front of form to have fully executed contract returned to Project Manager or have contract mailed to Contractor. An address for the Contractor must be filled out on the front of this form or the contract will be returned to Project Manager for mailing.
- Send copy of routing sheet to Business Licensing.
- Deliver the contract routing sheet, agenda bill (if necessary) and two signed copies of the contract to the City Clerk's Office for routing.
- **Any contract/agreement that was not generated using the contract tool must be reviewed by legal prior to routing. Please provide date contract/agreement was approved by legal. Date: \_\_\_\_\_**

The Clerk's Office shall:

- Stamp one copy of the contract as "duplicate" and one as "original".
- Log the contract and route.
- Route contract in routing sequence order (see form).
- Place on council agenda if necessary.
- The fully executed original will be retained by the City Clerk in the official City file. The duplicate contract will be routed to the Project Manager unless the "mail contract" box is checked on the front of this form and a mailing address is provided (if no address is provided, the contract will be returned to the Project Manager for mailing).

### PROJECT MANAGER CHECK LIST:

1. Verify that the Party with whom the City is contracting is the correct legal entity – i.e. Is it a Washington corporation; a LLC; a partnership; a sole proprietor, ensure the party that signs the document is authorized to sign on behalf of the business entity, verify Contractor is registered, has current UBI number, has industrial insurance coverage, and has a State excise tax registration number: <https://secure.lni.wa.gov/verify/>
2. If necessary, ensure the document is properly notarized.
3. Verify that the Contractor has valid business license and current Washington State Department of Labor and Industries license.
4. Verify that the Contractor has insurance consistent with specifications and/or other City requirements.
5. Verify Debarment list from Federal fund on: [www.sam.gov](http://www.sam.gov)



CONTRACT ROUTING COVER SHEET  
CONTRACT

Department: Public Works - Engineering Date: April 12, 2023

Project Manager: Ken McIntyre Title: Engineer Phone: (360) 363-8224  
Assistant City

Project Name: Prospector 1 PRD

Project #: PA20-030 Contracting Ending Date: April 24, 2043

Contractor/Vendor/Consultant: Century Communities of WA, LLC

Nature of Scope of Contract: Private Recovery Contract - Water

Return executed contract to Project Manager  Mail executed contract to Contractor at address below  
Stacia Bloom, P.E., Century Communities of WA, LLC, 20000 N Creek Pkwy, Ste 201, Bothell, WA 98011

Council Agenda date: 4/24/2023  Council Agenda not required  
(not less than 12 working days from submittal date)

Contract Amount: \$122,821.23 Budget Account #: \_\_\_\_\_

**Complete For Bid Projects**

State Excise Tax Registration #: \_\_\_\_\_ Current UBI#: \_\_\_\_\_

Employment Security Department #: \_\_\_\_\_

Registered Contractor  Industrial Insurance Coverage Verified  Not disqualified from bidding

Routing Sequence: (please initial, date and then forward)

Please submit in this order:	Initial	Date	Comments
Business Licensing			Copy of this form sent to Business Licensing, Project Manager's initials and date.
Department Director			
City Clerk			_____ Date to City Attorney
CAO			
City Attorney			
Finance Director			
Mayor			
City Clerk			





**RECOVERY CONTRACT APPLICATION**  
**MMC 14.07.090**

SITE INFORMATION	
Project Name: <b>PROSPECTOR PRD #1</b>	File No: <b>PA20-030 (PROSPECTOR)</b>
Site Address: <b>5228, 5112, 5014 87TH AVE NE</b>	Tax Parcel No: <b>005907-000-09000; -10300; -11400</b>

TYPE OF RECOVERY	
<input checked="" type="checkbox"/> Water	<b>PUBLIC WATER MAIN</b>
<input checked="" type="checkbox"/> Sewer	<b>PUBLIC SEWER MAIN</b>
<input type="checkbox"/> Storm (regional only)	
<input type="checkbox"/> Other (specify):	
(If more than one, submit separate application for each type – attach Bill of Sale and Letter of Acceptance)	
(Application must be submitted no later than final acceptance – submit supporting documents within 120 days)	

APPLICANT INFORMATION	
Name: <b>STACIA BLOOM</b>	Company: <b>CENTURY COMMUNITIES OF WA, LLC</b>
Address: <b>20000 N CREEK PKWY, SUITE 201</b>	
City/State/Zip: <b>BOTHELL, WA 98011</b>	
Phone (home/office): <b>949-838-6057</b>	Phone (cell):
E-mail: <b>STACIA.BLOOM@CENTURYCOMMUNITIES.COM</b>	

CONTRACT INFORMATION	
Company Name on Contract: <b>SAME AS ABOVE</b>	
Mailing Address for next 20 yrs:	
City/State/Zip:	
Contract Signer's Name/Title:	
Phone (home/office):	Phone (cell):
E-mail:	

Administrative Fee: \$500 or 1% of recoverable amount, whichever is greater. \$500 due at application and remainder due at contract signing. (Admin filing fee - Code 4006)

\_\_\_\_\_  
 Signature of Owner/Applicant

**STACIA BLOOM**  
 \_\_\_\_\_  
 Print Name

**2/25/2022**  
 \_\_\_\_\_  
 Date

---

### Recovery Contract Checklist

Any party having constructed a public water or sewer line or storm drainage facilities at its own expense, may be allowed to enter into a recovery contract with the City. The application must be received no later than the 'Letter of Acceptance' by the City. Submit supporting documents within 120 days of acceptance.

**Submit the following items together with this checklist to the Community Development Department for review and processing:**

- Completed recovery contract application form;
- Provide name and title (individual or company) and address to be placed on the contract;
- Provide proof of signature authorization (Washington Secretary of State – Corporations);
- 'Letter of Acceptance' from Construction Inspection Division or Public Works Dept;
- Submit all supporting documents within 120 days of 'Letter of Acceptance';
- Notarized 'Bill of Sale' for utility (water/sewer);
- N/A*  Receipts for additional costs (engineering/construction staking);
- Approved 'Record Drawings' (as-builts);
- Processing fee of \$500 or 1% of recoverable amount, whichever is greater. \$500 due at application and remainder due at contract signing.

**LIMITED LIABILITY COMPANY AGREEMENT**  
**FOR**  
**CENTURY COMMUNITIES OF WASHINGTON, LLC**  
a Delaware limited liability company

This LIMITED LIABILITY COMPANY AGREEMENT (“*Operating Agreement*”) is made and entered into effective as of March 15, 2018 (“*Effective Date*”), by and among CENTURY COMMUNITIES OF WASHINGTON, LLC, a Delaware limited liability company (“*Company*”), and CENTURY COMMUNITIES, INC., a Delaware corporation (“*Member*” or “*Managing Member*”), as the sole member and in which management is vested.

**WITNESSETH:**

IT IS AGREED, in consideration of the promises, covenants, performance and mutual consideration herein as follows:

**ARTICLE I.**  
**FORMATION OF COMPANY**

*1.1. Certificate of Formation.* This Company is organized pursuant to the provisions of the DELAWARE LIMITED LIABILITY COMPANY ACT (the “*Statute*”, codified at 6 Del. Code §18-101 *et seq.* as it may be amended from time to time) and pursuant to the CERTIFICATE OF FORMATION filed with the Secretary of State on the Effective Date. The rights and obligations of the Company and the Member shall be provided in this Operating Agreement.

*1.2. Conflict between Certificate of Formation and this Operating Agreement.* If there is any conflict between the provisions of the CERTIFICATE OF FORMATION and this Operating Agreement, the terms of the CERTIFICATE OF FORMATION shall control. To the extent permitted by the Statute, this Operating Agreement overrides inconsistent provisions of the Statute.

*1.3. Purpose.* The Company has been formed to acquire, finance, manage, improve, sell, transfer, convey, lease, exchange or otherwise dispose of, operate, encumber, and hold and otherwise deal in real and personal property of all kinds and securities, limited partnership interests, general partnership interests, corporate securities, promissory notes, choses in action and deeds of trust and other instruments from time to time, adopt trade name(s), assumed name(s) or similar appellations, and to engage in any and all activities related or incidental thereto and to engage in any other business activities that it may lawfully do so in order to carry out its purposes, the Company is empowered and authorized to do any and all acts and things appropriate, proper, advisable, incidental to, or convenient for the furtherance and accomplishment of its purpose and for the profits and benefits of the Company. The Company may qualify to conduct business in any jurisdiction that the Managing Member determines appropriate.

*1.4. Tax Treatment.* During such time as there is only one Member of the Company, the Company shall be treated as a disregarded entity for federal income tax purposes.

**ARTICLE II.**  
**CAPITAL CONTRIBUTIONS**

*2.1. Initial Contribution.* The capital contributions to be made by the Member and with which the Company shall begin business are as follows:

<i>Member Name</i>	<i>Contribution</i>	<i>Membership Interest</i>
CENTURY COMMUNITIES, INC.....	\$1,000.00 .....	100%

*2.2. Additional Capital Contributions.* No Member shall be required to make additional capital contributions. A Member may voluntarily make additional capital contributions to the Company.

*2.3. Loans.* The Company may, as determined by the Managing Member, borrow money from one or any Member, or third person upon such terms and conditions as the Managing Member shall determine in its sole discretion.

### **ARTICLE III. ALLOCATION OF PROFIT AND LOSS; DISTRIBUTIONS**

*3.1. Allocations.* All income, gains, losses, credits and deductions shall be allocated to and reported to the Member in accordance with the Member's Membership Interest as a sole proprietor for federal income taxes.

*3.2. Distributions.* All distributable cash (as determined by the Managing Member) shall be distributed to the Member in proportion to its relative Membership Interest.

### **ARTICLE IV. MEMBERS**

*4.1. Rights, Powers and Duties of Members.* The rights, duties and responsibilities of the Member(s) shall be governed by the Statute. Such provisions are hereinafter incorporated into this Operating Agreement by reference.

*4.2. No Management Authority of Non-Managing Members.* No Member except one who shall also be a Managing Member may participate in or have any control over the Company business or have any authority or right to act for or bind the Company. The Member(s) hereby consents to the exercise by the Managing Member of the powers conferred on the Managing Member by this Operating Agreement.

### **ARTICLE V. MANAGEMENT**

*5.1. Management by Managing Member.* The business and affairs of the Company shall be managed exclusively by the Managing Member. The initial number of Managing Members shall be one (1) Managing Member, which shall be CENTURY COMMUNITIES, INC. The number of Managing Members may be changed by the vote or consent of the Managing Member.

*5.2. Rights, Powers and Duties of Managing Member.* The rights, duties and responsibilities of the Managing Member shall be governed by the Statute. Such provisions are hereinafter incorporated into this Operating Agreement by reference. Without limiting the generality of the foregoing, the Managing Member shall have the powers set forth in this Section.

(a) Management and Control of the Company. The Managing Member shall direct, manage and control the business of the Company to the best of such Managing Member's ability and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which the Managing Member shall deem to be reasonably required in light of the Company's business and objectives.

(1) No Member except one who shall also be a Managing Member may participate in or have any control over the Company business or have any authority or right to act for or bind the Company.

(2) The Managing Member may, if appropriate, establish, if Company funds are available, reserves for working capital and for payment of taxes, insurance, debt service, repairs,

replacements or renewals, or other costs and expenses incident to the operation of the Company and the property of the Company and for such other purposes as the Managing Member may determine and thereafter shall maintain such reserves in such amounts as the Managing Member deems appropriate under the circumstances to the extent that any such reserves are not in conflict with any other provisions of this Operating Agreement regarding any required disbursements.

(b) Authority of the Managing Member. The Managing Member for, and in the name and on behalf of the Company, is hereby authorized to:

(1) execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the purchase, financing, development, management, operation and disposition of the Company and its property or any portion thereof;

(2) employ on behalf of the Company agents, employees, accountants, lawyers, clerical help and such other assistance and services as the Managing Member may deem proper and to pay therefor such remuneration as the Managing Member may deem reasonable and appropriate;

(3) pay insurance premiums, property taxes and other amounts necessary or appropriate to the management, administration, conservation, improvement, development or operation of the Company and its property;

(4) make and enter into such agreements and contracts with such parties and to give such receipts, releases and discharges with respect to any and all of the foregoing and any matters incident thereto as the Managing Member may deem advisable or appropriate;

(5) sue and be sued, complain and defend in the name of and on behalf of the Company;

(6) operate, maintain, finance, approve, construct, own, grant options with respect to, sell, convey, assign, mortgage and lease any real estate or personal property necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(7) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Company and secure the same by mortgage, pledge or other lien on any property;

(8) execute, in furtherance of any and all of the purposes of the Company, any deed, easement, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract or other instrument purporting to convey or encumber any or all of the property of the Company;

(9) care for and distribute funds to the Member by way of cash, income, return of capital, or otherwise, all in accordance with the provisions of this Operating Agreement, and to perform all matters in furtherance of the objectives of the Company or this Operating Agreement;

(10) purchase from or through others contract, liability, casualty or other insurance for the protection of the properties or affairs of the Company, or the Member, or for any purpose convenient or beneficial to the Company;

(11) pay all taxes, licenses or assessments of whatever kind or nature imposed upon or against the Company or its property, and for such purposes, to make such returns and to do other such acts or things as may be deemed necessary and advisable by the Company; to perform all acts and duties relating to the payment of all indebtedness, taxes and assessments; and to negotiate and enter into such agreements deemed necessary and advisable to operate the Company and its property;

(12) engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a limited liability company under the laws of each State in which the Company is then formed or qualified to do business.

(c) Managing Member's Certificate. Any person dealing with the Company or the Managing Member may rely upon a certificate signed by the Managing Member with respect to one or more of the following:

- (1) the identity of any Managing Member or other Member hereof;
- (2) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by a Managing Member or in any other manner germane to the affairs of the Company;
- (3) the persons who are authorized to execute and deliver any instrument or document of the Company; or
- (4) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member.

**5.3. Officers.** The Managing Member may appoint officers for Company ("*Officers*"). Officers shall perform the duties designated by the Managing Member and shall have those powers authorized by the Managing Member. Officers serve at the pleasure of the Managing Member, so the Managing Member may remove or replace any Officer at its Discretion. The following initial Officers for the Company are hereby appointed:

<i>Name</i>	<i>Title</i>
DALE FRANCESCON .....	Co-CEO and President
ROBERT J. FRANCESCON .....	Co-CEO and President
DAVID MESSENGER .....	Vice President
DUSTIN BOGUE .....	Vice President
W. ALLEN BENNETT .....	Vice President

Each Officer is authorized to sign any document on behalf of the Company without the need for other signatures.

**ARTICLE VI.  
WITHDRAWAL OF A MEMBER**

**6.1. *Withdrawal of a Member.*** For purposes of this Operating Agreement, a "*Withdrawn Member*" is a member who is bankrupt, has resigned, has dissolved or has retired (a "*Withdrawal Event*"). Upon a Withdrawal Event, the Withdrawn Member or any successor in interest to the Withdrawn Member shall automatically become an Assignee of the Withdrawn Member's Membership Interest in the Company.

**6.2. *Rights of Assignee.*** The Assignee of a Membership Interest shall be entitled to receive distributions and profits and losses attributable to the Membership Interest in the Company, but in no event shall the Assignee have the right to participate in, or interfere with, the management or administration of the Company's business or affairs or become a substitute Member unless permitted to do so by a unanimous vote of the other members. *However*, if the Withdrawn Member was the sole member of the Company, then, in order to prevent dissolution of the Company pursuant to Statute Section 18-801(a)(4), the Assignee of such Withdrawn Member shall automatically become a member of the Company effective as of the Withdrawal Event of such sole member.

**ARTICLE VII.  
DISSOLUTION OF THE COMPANY**

**7.1. Dissolution.** The Company shall be dissolved and its assets distributed as provided in the Statute, subject to the provisions of this Operating Agreement (*see, e.g.* Section 6.2 above).

**ARTICLE VIII.  
MISCELLANEOUS PROVISIONS**

**8.1. Inurement.** This Operating Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns, and each person entering into this Operating Agreement acknowledges that this Operating Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties of any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representations regarding income or profit to be derived from any future investment.

**8.2. Modification.** This Operating Agreement may be modified from time to time as necessary only by the written agreement of the Company, acting through the vote or consent of its Member(s).

**8.3. Severability.** The provisions of this Operating Agreement are severable and separate, and if one or more is voidable or void by statute or rule of law, the remaining provisions shall be severed therefrom and shall remain in full force and effect.

**8.4. Governing Law.** This Operating Agreement and its terms are to be construed according to the laws of the State of Delaware.

**8.5. Entire Agreement.** This Operating Agreement sets forth the entire understanding and agreement of the parties concerning the Company and this Operating Agreement supersedes all prior understandings, agreements including any prior oral or written limited liability company agreement) or representations by or between the parties, whether written or oral. The parties hereby release and discharge all liabilities with respect to prior discussions, negotiations and commitments.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized representative of each party has read, understood, executed and acknowledged this Operating Agreement effective as of the Effective Date.

COMPANY:

**CENTURY COMMUNITIES OF WASHINGTON, LLC**, a Delaware limited liability company

By: *Its Managing Member*,  
Century Communities, Inc.,  
a Delaware corporation

DocuSigned by:  
By: *David Messenger*.....  
4298DA89062F4B0  
Name: David Messenger  
Title: CFO

SOLE MEMBER:

**CENTURY COMMUNITIES, INC.**  
a Delaware corporation

DocuSigned by:  
By: *David Messenger*.....  
4298DA89062F4B0  
Name: David Messenger  
Title: CFO



**FIRST AMENDMENT TO  
LIMITED LIABILITY COMPANY AGREEMENT**

This FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT FOR CENTURY COMMUNITIES OF WASHINGTON, LLC, A DELAWARE LIMITED LIABILITY COMPANY (the "Amendment"), dated for reference purposes as October \_\_, 2021, is made and entered into by and between CENTURY COMMUNITIES OF WASHINGTON, LLC, a Delaware limited liability company ("Company") and CENTURY COMMUNITIES, INC., a Delaware corporation ("Member" or "Managing Member"), as the sole member and in which management is vested.

**RECITALS**

A. Company and Member entered into that certain Limited Liability Company Agreement for Century Communities of Washington, LLC, a Delaware limited liability company dated March 15, 2018 (the "Operating Agreement"), to set forth the operations of the Company. Except as otherwise defined herein, all capitalized terms shall have the meaning set forth in the Agreement.

B. Company and Member hereby desire to amend the Agreement on the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company and Member agree as follows:

1. Officers. Section 5.3. of the Operating Agreement is hereby deleted and replaced with the following:

*Officers*. The Managing Member may appoint officers for Company ("Officers"). Officers shall perform the duties designated by the Managing Member and shall have those powers authorized by the Managing Member. Officers serve at the pleasure of the Managing Member, so the Managing Member may remove or replace any Officer at the Managing Member's discretion. The following initial Officers for the Company are hereby appointed:

<i>Name</i>	<i>Title</i>
DALE FRANCESCON.....	Co-CEO and President
ROBERT J. FRANCESCON.....	Co-CEO and President
DAVID MESSENGER.....	Vice President
LIESEL COOPER.....	Vice President
JARRETT COLEMAN.....	Vice President

In addition, at any time the then-current Division President of the Company shall be the Vice President.

2. General. Except as expressly amended or modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only on agreement.

*[signatures on the following page]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

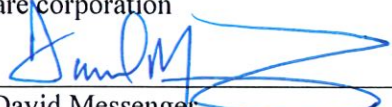
COMPANY:

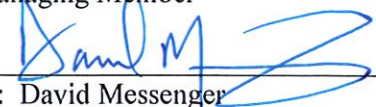
MANAGING MEMBER:

**CENTURY COMMUNITIES OF WASHINGTON, LLC,**  
a Delaware limited liability company

**CENTURY COMMUNITIES, INC.,**  
a Delaware corporation

By: CENTURY COMMUNITIES, INC.  
a Delaware corporation  
Its: Managing Member

By:   
Name: David Messenger  
Title: CFO

By:   
Name: David Messenger  
Title: CFO

Friday, February 24, 2023  
Cashier LF  
Total: **\$1,000.00**

# Receipt R24439

## City of Marysville

Paid with CREDIT CARD  
Paid by CENTURY  
COMMUNITIES OF  
WASHINGTON LLC

UT23-0043	\$500.00
5223 83RD AVE NE	PROSPECTOR PRD - SEWER RECOVERY CONTRACT APP PROCESSING FEE
UTIL RECOVERIES	\$500.00

UT23-0044	\$500.00
5223 83RD AVE NE	WATER RECOVERY CONTRACT APP PROCESSING FE
UTIL RECOVERIES	\$500.00



**CITY OF MARYSVILLE**  
MARYSVILLE WA COMMUNITY  
DEVELOPMENT

[FOLLOW](#)


501 DELTA AVE  
MARYSVILLE, WA 982705130  
[+1 360-363-8100](tel:+13603638100)

Subtotal \$1,000.00  
Total Taxes \$0.00

**Total \$ 1,000<sup>00</sup>**

PAYMENT ID: 4H89G0EM9DZKA  
Cashier: Community

[Show Details](#)

DATE: February 24, 2023 8:08 am  
MASTERCARD  
  
4445

[View the Privacy Policies for Clover](#)

MARYSVILLE WA COMMUNITY  
DEVELOPMENT





December 21, 2022

Century Communities  
Attn: Stacia Bloom  
2000 N. Creek Pkwy., Ste 201  
Bothell, WA 98011

**MARYSVILLE**  
PUBLIC WORKS

RE: Security Funding Release

The City of Marysville is pleased to authorize release of the security funding device referenced below. The security was obtained in accordance with Section 22G.040.040 of Marysville's Municipal Code to ensure construction of certain specified improvements. The City has determined that performance/maintenance security funding is no longer needed.

Project Name: Prospector PRD  
Permit Number: G21-0035

Scope of Improvements for this Security:

Erosion control and right-of-way improvements, including: erosion control, sewer offsite, storm offsite, water offsite, roadway improvements, and traffic control.

Surety Name: XL Specialty Insurance Company  
Bond/Account Number: US00104959SU21A  
Security Amount: \$ 2,478,884.76

Please feel free to reach out with any questions. I can be reached at (360) 363-8100 or via e-mail at [kmcintyre@marysvillewa.gov](mailto:kmcintyre@marysvillewa.gov).

Best Regards,

Kenneth J. McIntyre, PE  
Assistant City Engineer

(360) 363-8100

Public Works  
80 Columbia Avenue  
Marysville, WA 98270



**MARYSVILLE**  
**PUBLIC WORKS**

## WATER BILL OF SALE & WARRANTY

KNOW ALL MEN BY THESE PRESENTS, that Century Communities does hereby grant, bargain, sell and convey, for valuable consideration, unto the City of Marysville, WA, a municipal corporation, all of that certain water line and appurtenances, situated and described below:

QUANTITY		SIZE		TYPE OF PIPE/STRUCTURE	COST
973	Lineal Feet	12	Inch	Ductile Iron Water Pipe	\$ 13,1911.21
4320	Lineal Feet	8	Inch	Ductile Iron Water Pipe	\$ 280,614.37
	Lineal Feet		Inch	Ductile Iron Water Pipe	\$
	Lineal Feet		Inch	Ductile Iron Water Pipe	\$
11	Each	5-¼	Inch	3-Port Fire Hydrant(s)	\$ 60,656.32
4	Each	12	Inch	Gate Valves	\$ 13,367.12
21	Each	8	Inch	Gate Valves	\$ 63,023.92
	Each		Inch	Gate Valves	\$
	Each		Inch	Gate Valves	\$
127	Each	1	Inch	Water Service	\$ 220,083.16
	Each		Inch	Water Service	\$
6	Each	2	Inch	Permanent Blowoff Assembly	\$ 15,949.38
	Each		Inch	Temporary Blowoff Assembly	\$
1	Each	2	Inch	Air/Vacuum Assembly	\$ 6,316.19
Other:					
	Import Select	1740		TONS	\$ 49,416.60
	Traffic Control	56		HOURS	\$ 5,649.28
	Asphalt R&R	160		TONS	\$ 51,267.80
	Vac Truck	40		HOURS	\$ 12,513.60
					\$
					\$
					\$
TOTAL COST					\$ 910,768.95

And other appurtenances at/in the project known as Prospector PRD #1, more particularly in easements, streets and public rights-of-way described as PA20-030 Prospector, and as shown on the as-built drawings of said installation, attached hereto and made part of this document.

(360) 363-8100

Public Works  
80 Columbia Avenue  
Marysville, WA 98270

The grantor represents and warrants to the City that all of the expenses in connection with construction and installation of said water line and appurtenances have been fully paid and



**MARYSVILLE**  
**PUBLIC WORKS**

the same is free from liens and debts; the grantor agrees to indemnify and hold the City harmless from any lawful claims of any party for labor or materials arising out of construction and installation of said line and appurtenances. The grantor further warrants the City that lines and appurtenances were constructed and installed in accordance with City standards and specifications. The grantor warrants the labor and materials used in said construction and installation for a period of two years from the date this conveyance is accepted by the City; further, the grantor agrees to indemnify and hold the City harmless from any and all claims for damages arising from defective material or workmanship for a period of two years from the date this conveyance is accepted by the City.

DATED this 9th day of December, 2022

By 

Mick Cermak, Division President

(360) 363-8100

Public Works  
80 Columbia Avenue  
Marysville, WA 98270

**Individual Notary**

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Notary)

NOTARY PUBLIC in and for the State of Washington,

residing at \_\_\_\_\_

My commission expires at \_\_\_\_\_

**Representative Notary**

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Mich CernaK is/are the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the Division President of Century Communities to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 9<sup>th</sup> day of December, 2022

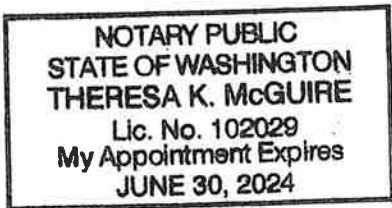
Theresa H. McGuire  
(Signature)

Theresa H. McGuire  
(Print Name of Notary)

NOTARY PUBLIC in and for the State of Washington,

residing at Lake Stevens, WA

My commission expires at 6-30-2024









**MARYSVILLE**  
**PUBLIC WORKS**

the same is free from liens and debts; the grantor agrees to indemnify and hold the City harmless from any lawful claims of any party for labor or materials arising out of construction and installation of said line and appurtenances. The grantor further warrants the City that lines and appurtenances were constructed and installed in accordance with City standards and specifications. The grantor warrants the labor and materials used in said construction and installation for a period of two years from the date this conveyance is accepted by the City; further, the grantor agrees to indemnify and hold the City harmless from any and all claims for damages arising from defective material or workmanship for a period of two years from the date this conveyance is accepted by the City.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_

(360) 363-8100

Public Works  
80 Columbia Avenue  
Marysville, WA 98270





**PUBLIC WORKS DEPARTMENT**  
*Recovery Contract 23-304*  
*Recovery Fee Calculation*

By: KJM  
 Date: 3/29/2023

	Qty	Item	Cost	
Water Costs: (per bill-of-sale)	976 lf	12-inch Ductile Iron Water Pipe	\$ 122,166.77	
	1 ea	3-port Fire Hydrant	\$ 5,514.22	
	4 ea	12-inch Gate Valve	\$ 13,367.12	
	2 ea	8-inch Gate Valve	\$ 3,722.40	
	2 ea	Blowoff Assembly	\$ 5,316.46	
	1200 ton	Import Select	\$ 34,098.30	
	40 hour	Traffic Control	\$ 4,035.20	
	145 ton	Asphalt R&R	\$ 45,687.35	
	30 hour	Vac Truck	\$ 9,385.20	
	16 hour	Street Sweeping	\$ 2,349.44	
	Water Subtotal =			\$ 245,642.46

Benefiting Property  
 Summary:

Parcel No.	Address	Parcel Square Feet*
00590700011501	5003 87th Ave NE	106,286
00590700011601	Unknown	41,818
00590700011500	5009 87th Ave NE	100,188
00590700010200	5127 87th Ave NE	205,603
00590700010101	Unknown	38,333
00590700009100	5205 87th Ave NE	194,713

*\*Data obtained from Snohomish County Assessor; property account summary*

**Total Square Footage = 686941 sf**

**Calculated Pro-Rata Water Fee = \$0.18 /sf**  
 (50% Water Subtotal / Total square footage of benefiting properties)\*\*

Recoverable Water Fee = \$122,821.23  
 (Pro-Rata Fee x remaining recovery square footage of benefiting properties)

\*\* A value of 50% was applied to the pro-rata amount, as the benefiting parcels on the east side of 87th Ave NE (opposite and facing the Prospector 1 PRD) will have equal access to and potential use of this main line.

# VICINITY MAP



## City of Marysville

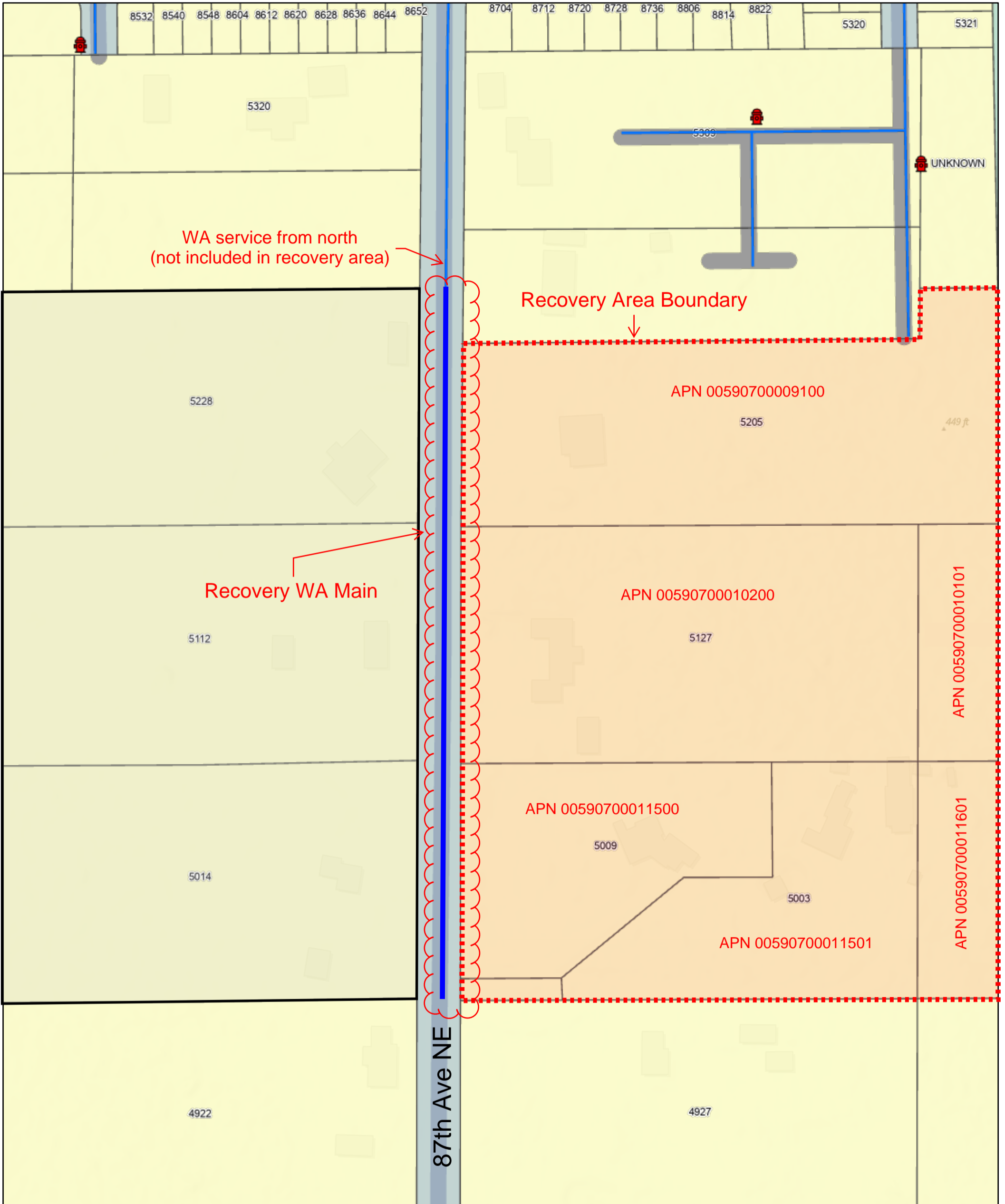
1:36,112

0 0.3 0.6 1.2 mi

- |                     |                                    |              |
|---------------------|------------------------------------|--------------|
| Arterials           | Swale                              | EVERETT      |
| Streets             | Intermittent stream, not regulated | LAKE STEVENS |
| <b>Streams</b>      | Piped Stream                       | MARYSVILLE   |
| Stream              | Water bodies                       |              |
| Tributary           | <b>City limits</b>                 |              |
| Intermittent stream | ARLINGTON                          |              |

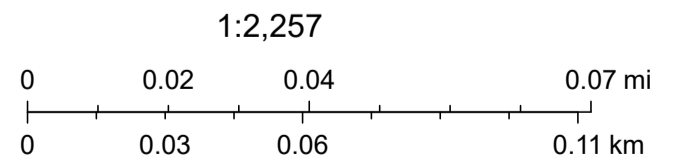
THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES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

# Prospector 1 PRD - WA Recovery Map

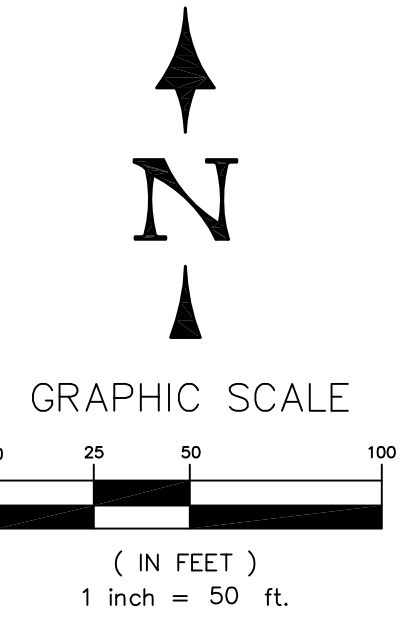
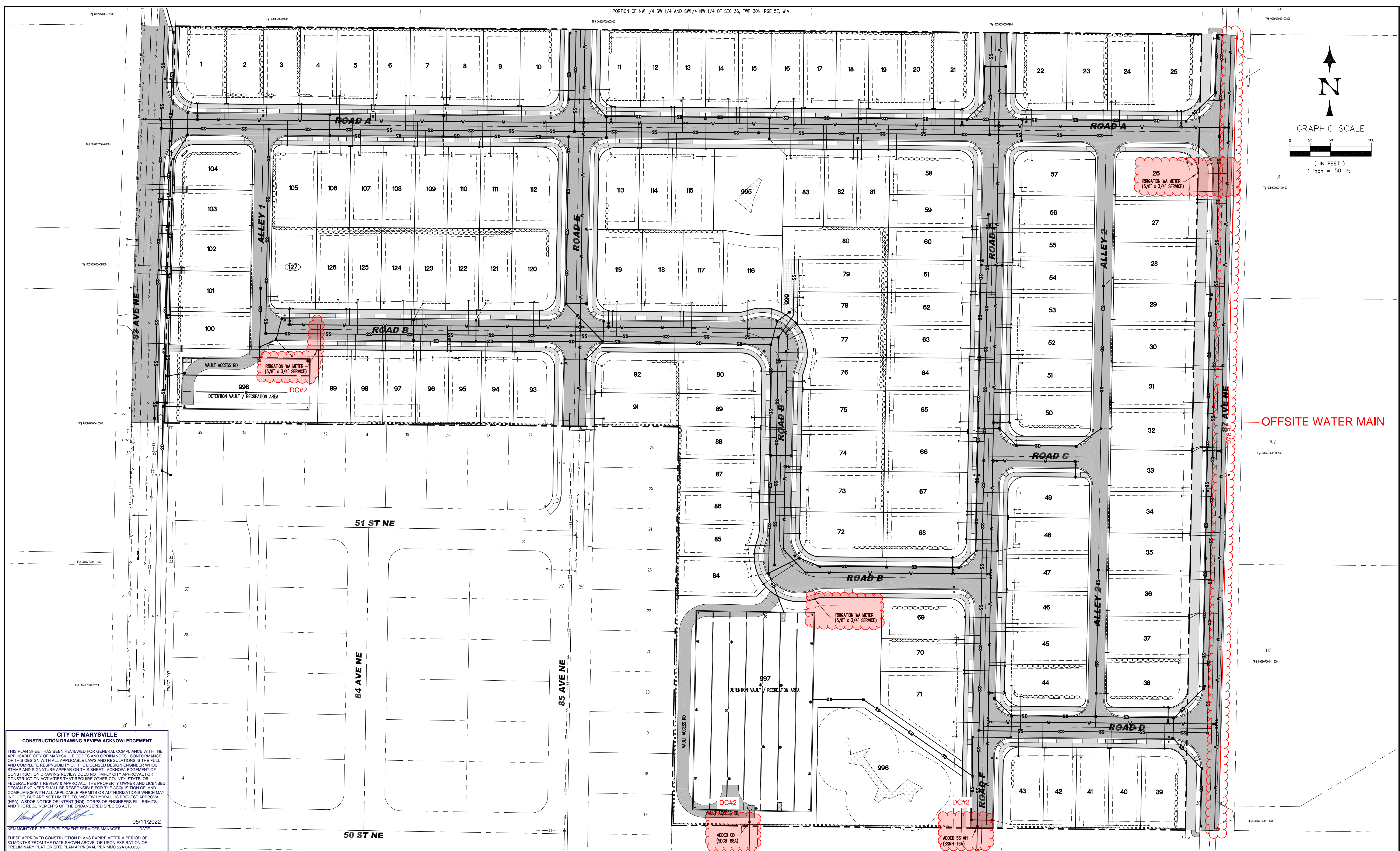


2/2/2023, 1:31:58 PM

- Water Mains
  - No
  - Water Hydrants
  - Streets
  - ROWs
  - Parcels
  - Site Addresses
- MUNICIPALITY
  - MARYSVILLE
  - STATE OF WASHINGTON
  - City Limits



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



**CITY OF MARYSVILLE**  
**CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT**

THIS PLAN SHEET HAS BEEN REVIEWED FOR GENERAL COMPLIANCE WITH THE APPLICABLE CITY OF MARYSVILLE CODES AND ORDINANCES. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGEMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRE OTHER COUNTY, STATE, OR FEDERAL PERMIT REVIEW & APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF, AND COMPLIANCE WITH ALL APPLICABLE PERMITS OR AUTHORIZATIONS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, WSPFW HYDRAULIC PROJECT APPROVAL (HPA), WSPFW NOTICE OF INTENT (NOI), CORPS OF ENGINEERS FILL PERMITS, AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT.

*Ken McIntyre*  
 KEN MCINTYRE, PE - DEVELOPMENT SERVICES MANAGER DATE 05/11/2022

THESE APPROVED CONSTRUCTION PLANS EXPIRE AFTER A PERIOD OF 60 MONTHS FROM THE DATE SHOWN ABOVE, OR UPON EXPIRATION OF PRELIMINARY PLAT OR SITE PLAN APPROVAL PER MMC 22A-040.030

NO.	REVISION	BY	DATE
1	ISSUED FOR PERMIT REVIEW	NL	01/31/21
2	REVISED PER CITY REVIEW COMMENTS	NL	04/02/21
3	REVISED PER CITY REVIEW COMMENTS	NL	06/02/21
4	ADD IRRIGATION METERS, SDCB-88A, & SSMH 16A	NL	06/05/22

**EXISTING UTILITIES NOTE:**  
 THE LOCATIONS OF EXIST. UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

**CALL 48 HOURS BEFORE YOU DIG**  
 1-800-424-5555

06/05/2022

**LATTA ENGINEERING PLLC**  
 Consulting Civil Engineers  
 5970 Birch Point Road, Blaine, WA 98230  
 Ph: 360 671 7002  
 info@lattaengineering.com

2021 (C) LATTA ENGINEERING PLLC (ALL RIGHTS RESERVED)

**CITY OF MARYSVILLE CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT**  
 THIS PLAN SHEET HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE APPLICABLE CITY OF MARYSVILLE CODES AND ORDINANCES. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER, WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGEMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRE OTHER COUNTY, STATE OR FEDERAL PERMIT REVIEW AND APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION AND COMPLIANCE OF ALL APPLICABLE PERMITS OR AUTHORIZATIONS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, WSPFW HYDRAULIC PROJECT APPROVAL (HPA), WSPFW NOTICE OF INTENT (NOI), ARMY CORP OF ENGINEERS FILL PERMITS AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

**DESIGNED BY:** NL  
**DRAWN BY:** KJ  
**CHECKED BY:** NL

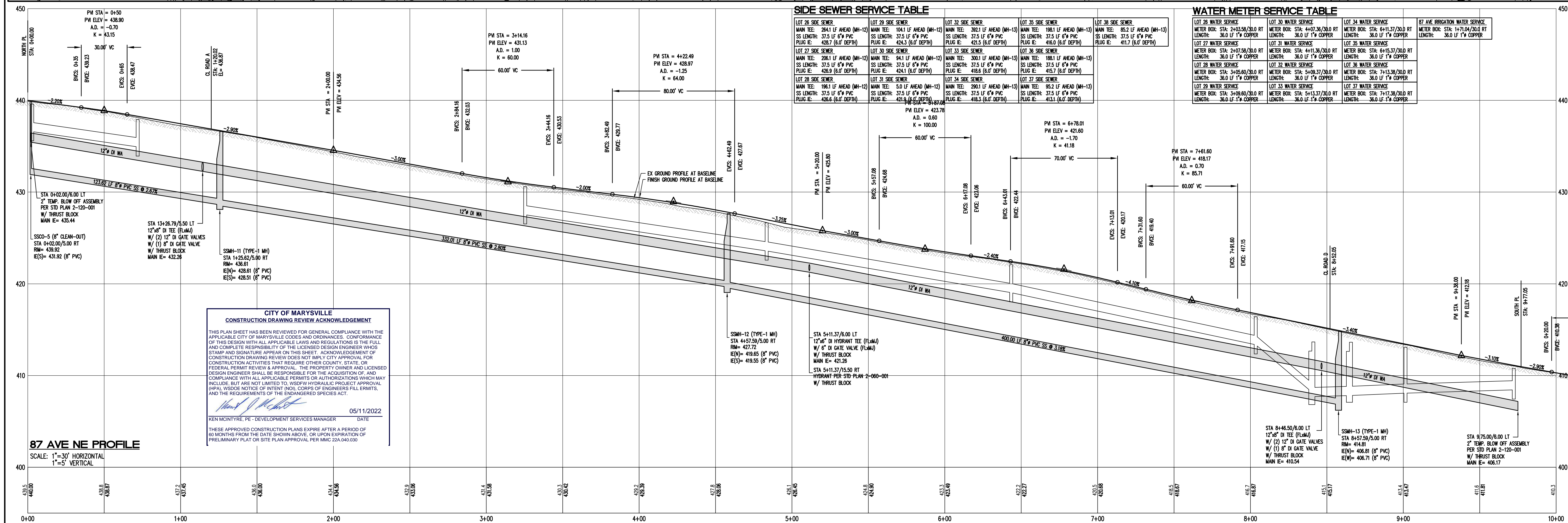
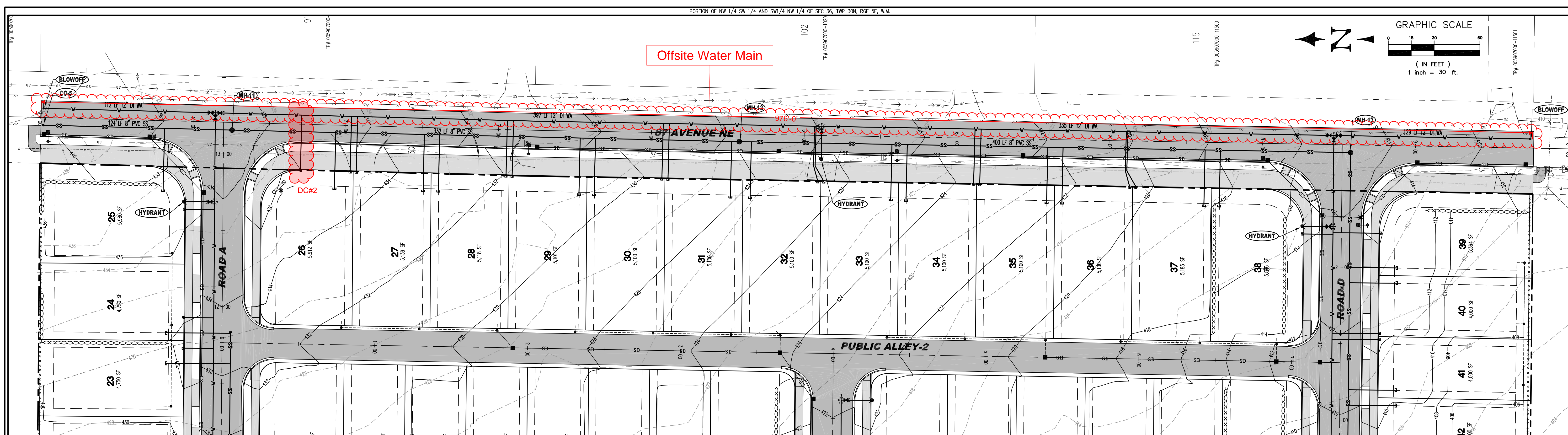
BY: KEN MCINTYRE, PE, DEVELOPMENT SERVICES MANAGER  
 THESE APPROVED CONSTRUCTION PLANS EXPIRE AFTER A PERIOD OF 60 MONTHS FROM THE DATE SHOWN ABOVE, OR UPON EXPIRATION OF PRELIMINARY PLAT OR SITE PLAN APPROVAL, PER MMC 22A-040.020 AND 22A-040.030.

**COMPOSITE UTILITY OVERVIEW PLAN**  
**PROSPECTOR PLANNED RESIDENTIAL DEVELOPMENT**  
**83 AVENUE NE, MARYSVILLE, WA**  
 PORTION OF NW 1/4 SW 1/4 AND SW1/4 NW 1/4 OF SEC 36, TWP 30N, RGE 5E, W.M.

DATE: JANUARY 2021 SCALE: H: 1" = 50' V: N/A

DRAWING: **C - 5**  
 SHEET: **5 OF 45**

CITY FILE # PA20-030



LOT 26 SIDE SEWER	LOT 29 SIDE SEWER	LOT 30 SIDE SEWER	LOT 32 SIDE SEWER	LOT 35 SIDE SEWER	LOT 38 SIDE SEWER
MAN TEE: 294.1 LF AHEAD (MH-12) SS LENGTH: 37.5 LF 6" PVC PLUG IE: 428.7 (6.0' DEPTH)	MAN TEE: 194.1 LF AHEAD (MH-12) SS LENGTH: 37.5 LF 6" PVC PLUG IE: 424.3 (6.0' DEPTH)	MAN TEE: 392.1 LF AHEAD (MH-13) SS LENGTH: 37.5 LF 6" PVC PLUG IE: 421.5 (6.0' DEPTH)	MAN TEE: 198.1 LF AHEAD (MH-13) SS LENGTH: 37.5 LF 6" PVC PLUG IE: 416.0 (6.0' DEPTH)	MAN TEE: 188.1 LF AHEAD (MH-13) SS LENGTH: 37.5 LF 6" PVC PLUG IE: 415.7 (6.0' DEPTH)	MAN TEE: 85.2 LF AHEAD (MH-13) SS LENGTH: 37.5 LF 6" PVC PLUG IE: 411.7 (6.0' DEPTH)

LOT 26 WATER SERVICE	LOT 30 WATER SERVICE	LOT 34 WATER SERVICE	87 AVE IRRIGATION WATER SERVICE
METER BOX: STA: 2403.50/30.0 RT LENGTH: 36.0 LF 1" COPPER	METER BOX: STA: 4402.30/30.0 RT LENGTH: 36.0 LF 1" COPPER	METER BOX: STA: 6411.37/30.0 RT LENGTH: 36.0 LF 1" COPPER	METER BOX: STA: 7471.04/30.0 RT LENGTH: 36.0 LF 1" COPPER

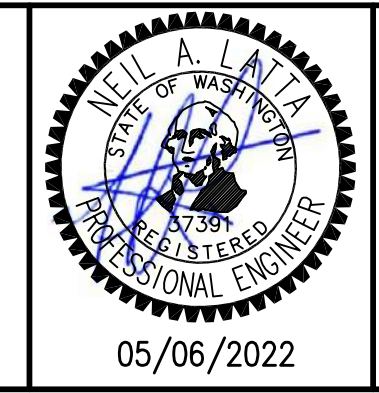
**CITY OF MARYSVILLE  
CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT**

THIS PLAN SHEET HAS BEEN REVIEWED FOR GENERAL COMPLIANCE WITH THE APPLICABLE CITY OF MARYSVILLE CODES AND ORDINANCES. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER, WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGEMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRE OTHER COUNTY, STATE, OR FEDERAL PERMIT REVIEW & APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF, AND COMPLIANCE WITH ALL APPLICABLE PERMITS OR AUTHORIZATIONS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, WISPOF HYDRAULIC PROJECT APPROVAL (HPA), WISDOE NOTICE OF INTENT (NOI), CORPS OF ENGINEERS FILL PERMITS, AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT.

*Handwritten Signature* 05/11/2022  
KEN MCINTYRE, PE - DEVELOPMENT SERVICES MANAGER

THESE APPROVED CONSTRUCTION PLANS EXPIRE AFTER A PERIOD OF 60 MONTHS FROM THE DATE SHOWN ABOVE, OR UPON EXPIRATION OF PRELIMINARY PLAT OR SITE PLAN APPROVAL PER MMC 22A.040.030

NO.	REVISION	BY	DATE
1	REVISED PER CITY REVIEW COMMENTS	NL	04/02/21
2	REVISED PER CITY REVIEW COMMENTS	NL	06/02/21
3	REVISED 87 AVE PROFILE	NL	03/30/22
4	IRRIGATION METER FOR 87 AVE LANDSCAPE	NL	05/06/22



**LATTA ENGINEERING PLLC**  
Consulting Civil Engineers  
5970 Birch Point Road, Blaine, WA 98230  
Ph: 360 671 7002  
info@lattaengineering.com

2021 (C) LATTA ENGINEERING PLLC (ALL RIGHTS RESERVED)

**CITY OF MARYSVILLE CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT**

THIS PLAN SHEET HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE APPLICABLE CITY OF MARYSVILLE CODES AND ORDINANCES. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER, WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGEMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRE OTHER COUNTY, STATE, OR FEDERAL PERMIT REVIEW & APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION AND COMPLIANCE OF ALL APPLICABLE PERMITS OR AUTHORIZATIONS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, WISPOF HYDRAULIC PROJECT APPROVAL (HPA), WISDOE NOTICE OF INTENT (NOI), ARMY CORP OF ENGINEERS FILL PERMITS AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: *Handwritten Signature*  
KEN MCINTYRE, PE, DEVELOPMENT SERVICES MANAGER

THESE APPROVED CONSTRUCTION PLANS EXPIRE AFTER PERIOD OF 60 MONTHS FROM THE DATE SHOWN ABOVE OR UPON EXPIRATION OF PRELIMINARY PLAT OR SITE PLAN APPROVAL, PER MMC 22A.040.020 and 22A.040.030.

**SEWER AND WATER**  
87 AVENUE NE: STA 0+00 TO STA 10+00  
PROSPECTOR PLANNED RESIDENTIAL DEVELOPMENT  
83 AVENUE NE, MARYSVILLE, WA  
PORTION OF NW 1/4 SW 1/4 AND SW1/4 NW 1/4 OF SEC 36, TWP 30N, RGE 5E, W.M.

DATE: JANUARY 2021 SCALE: H: 1" = 30' V: 1" = 5'

DRAWING: C - 36  
SHEET: 36 OF 45  
CITY FILE # PA20-030



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** Public Works Services Manager Skip Knutsen, Public Works

**ITEM TYPE:** Purchase Order

**AGENDA SECTION:** **New Business**

**SUBJECT:** Purchase Order – 2023 Peterbilt 536 Container Delivery Truck (Revised)

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to execute the purchase order, as revised, in the amount of \$175,990.60, plus applicable sales tax, for procurement of a 2023 Dobbs Peterbilt 536 Container Delivery Truck.

**SUMMARY:** On January 9, 2023 Council authorized the Mayor to execute the purchase order with Dobbs Peterbilt in the pre-tax amount of \$175,360.36, for procurement of a 2023 Peterbilt 536 Container Delivery Truck. In preparation for approval of the Purchase Order, City staff obtained pricing from the dealer contract letter. However, after Council authorization and upon dealer invoicing, City staff identified that a subtotal was incorrectly calculated on the contract letter. Therefore, staff requested a corrected contract letter which provides for accurate Sourcewell pricing. The difference is an increase of \$630.24.

---

**ATTACHMENTS:**  
[Contract Letter - Container Delivery Truck.pdf](#)  
[PO - Container Delivery Truck.pdf](#)





# DOBBS PETERBILT

April 7, 2023

Mr. Bob Scott  
Shop Forman  
Public Works Department  
City of Marysville  
80 Columbia Ave  
Marysville, WA 98270

REF: AGREEMENT FOR SOURCEWELL CONTRACT #060920-PMC-PETERBILT MOTORS.

Dobbs Peterbilt would like to formally extend all bid prices, terms, and conditions to the City of Marysville for the purchase of (1) One Peterbilt 536 / Stellar ECCR Container Delivery Truck for a per Sourcewell Contract #060920-PMC.

Following, please find the breakdown of the base prices and options:

-2023 Peterbilt 536 Chassis per the City of Marysville Specifications. List price \$125,536.00 minus 16% discount - \$20,085.76 = \$105,450.24. Please see backup attached.	\$ 105,450.24
-Floorplan or interest cost of 180 days at \$11.50 per day or \$2,700.00 .	<u>\$ 2,700.00</u>
-Sub Total	<u>\$108,150.24</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-2023 Stellar ECCR Container delivery body per the City of Marysville specifications. Please see backup attached.	\$ 67,840.36
-Freight from Stellar Industries to Marysville.	<u>\$ Included</u>
-Sub Total body	<u>\$ 67,840.36</u>
-Subtotal Per unit	\$175,990.60
-Washington State Sales Tax (9.6%)	<u>\$ 16,895.10</u>
-Total	<u>\$192,885.70</u> =====

3801 Airport Way South  
Seattle, WA, 98108  
(206) 624-7383  
FAX: (206) 340-0416  
1-800-255-7383

2028 Rudkin Rd.  
Yakima, WA, 98909  
(509) 453-3700  
FAX: (509) 457-0702  
1-800-734-7383

3443 20<sup>th</sup> Street, E.  
Fife, WA, 98424  
(253) 922-7383  
FAX: (253) 927-7931  
1-800-439-7383

15330 Smokey Point Blvd  
Marysville, WA, 98271  
(360) 659-7383  
FAX: (360) 659-1705  
1-888-755-7383

23501 E Knox Ave  
Liberty Lake, WA  
99109  
(509) 535-4241  
FAX: (509) 536-3949

1435 E. Hillsboro St.  
Pasco, WA, 99301  
(509) 545-3700  
FAX: (509) 545-1454  
1-888-330-7383

2200 Spar Ave.  
Anchorage, AK, 99501  
(907) 276-2020  
FAX: (907) 276-2164

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox  
Director of Refuse Sales  
Dobbs Peterbilt



**MARYSVILLE**  
WASHINGTON

**FLEET SERVICES DIVISION**  
80 Columbia Ave.  
Marysville, WA 98270  
(360) 363-8250  
(360) 651-5524 Fax

# 5074  
FLEET ADDITION

**Purchase Order** 139

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages. **16021**

TO: **DOBBS PETERBILT**  
**2800-136th AVE COURT EAST**  
**SUMNER, WA 98390**  
ATTENTION: **STU FOX 206-730-6739**

DATE: **4-7-2023** ACCT. CODE: **50100048.564000** ORDER NO.  
SHIP TO: **CITY OF MARYSVILLE - FLEET SERVICES**  
**80-COLUMBIA AVE**  
**MARYSVILLE, WA 98270**

REQUESTED BY: **BAR SWIFT** DATE EXPECTED: **4-7-2023** FOB POINT: **MARYSVILLE, WA** SHIP VIA: **DRIVER** SUBLET QUOTE: **5074/FLEET ADD**

QTY	REC	B/O	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	FTY	W/O NO.
1			<b>2023 PETERBILT 530/STELER EGER CONTAINER DELIVERY TRUCK WITH ALL OPTIONS STARTED AS PER SWEETWELL CONTRACT #060920-PMC-PETERBILT AND AS PER INVOICE #PPM826839-M1 DATED 02-22-2023</b>	<b>175990.60</b>	<b>175990.60</b>		<b>175990.60</b>		
			<b>TOTAL INVOICE AMOUNT</b>				<b>175,990.60</b>		
			<b>* PLUS ANY ADDITIONAL SALES TAX *</b>						
			<b>* THAT MAY BE INCURRED *</b>						

NOTES: **FLEET ADDITION AS PER 2023-2024 BUDGET**  
**\* NOTE: PLEASE RETURN ALL SIGNED ORIGINALS TO FLEET SERVICES \***

AUTHORIZED BY: **X**

RECEIVED BY:



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** Public Works Services Manager Skip Knutsen, Public Works

**ITEM TYPE:** Purchase Order

**AGENDA SECTION:** **New Business**

**SUBJECT:** Purchase Order - 2023 Autocar ACX/Labrie Wittke Residential Front Load Refuse Truck (Revised)

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to execute the purchase order, as revised, with Dobbs Peterbilt in the amount of \$409,882.40, plus applicable sales tax, for procurement of a 2023 ACX/Labrie Wittke Residential Front Load Refuse Truck.

**SUMMARY:** On January 9, 2023 Council authorized the Mayor to execute the purchase order with Dobbs Peterbilt in the pre-tax amount of \$401,382.40, for procurement of a 2023 Autocar ACX/Labrie Wittke Residential Front Load Refuse Truck. In preparation for approval of the Purchase Order, City staff obtained contract pricing that was available per Sourcewell Contract No 060920-ATC. However, after Council authorization, City staff were notified by the dealer that a price increase was authorized by Sourcewell which was applicable to staff's current order. City staff have verified the price increase of \$8,500.00 was approved by Sourcewell and that no further increases would follow for this order.

- 
- ATTACHMENTS:**
- [Autocar Notice of Increase City of Marysville 1-31-23.pdf](#)
  - [Autocar PnP 060920.pdf](#)
  - [Contract Letter - Refuse Truck.pdf](#)
  - [PO - Refuse Truck.pdf](#)



# Notice of Increase

To: Bob Scott  
City of Marysville

From: Tim Thornton  
Autocar Trucks – Vice President/GM Refuse  
4680 Pinson Valley Pkwy, Birmingham, AL 35215

Subject: Unprecedented Supply Chain Increases

Date: January 31, 2023

Thank you for your time recently to discuss the challenging cost structure affecting your order. Autocar, LLC has been absorbing and pushing back on unprecedented cost increases from our supply base since your order(s) was placed in December 2021. We fought through and absorbed them in 2022, but most have hit us again going into 2023, compounding year over year increases.

We've faced "take it or leave it" scenarios in several instances as industry suppliers continue to face unpredictable challenges. As a result, Autocar has made the difficult decision to incorporate these increases into all truck orders where the materials are not already on the ground or on the way. We emphasize that this additional cost is being generated from suppliers' operations. They do not include our labor, SG&A, steep in-bound freight charges and other items under our own roof.

You currently have 1 chassis on open order that is impacted and will have additional component costs of \$8,500 per chassis. No further increases will follow for this order.

Attached to this letter is a list of chassis by VIN# that are affected and the additional component cost for each affected unit.

This is one of the hardest, if not the hardest, decision we have ever made and is unprecedented for Autocar. We understand that this adjustment will impact your business. If you choose to cancel some or all of your order(s), we ask that you **let us know in writing within one week of the date of this letter**. If we don't hear from you by then, we will proceed with your order(s) according to this letter. If you need more time, let's agree on that so we are both on the same page and can move forward.

As always, we value and appreciate your business and thank you for your understanding.

Sincerely,

Tim Thornton, Autocar  
[sales@autocartruck.com](mailto:sales@autocartruck.com)

Series	Truck#	VIN	CustomerName	City	OrderDate	DealerName	Inc Amt
ACX	20051458	5VCACDEF2PC241098	City of Marysville	Marysville	12/14/21	Dobbs Peterbilt	\$ 8,500



**CONTRACT AMENDMENT  
PRICE AND PRODUCT CHANGE REQUEST FORM**

Supplier Name: Autocar LLC

Sourcewell Contract Number: 060920-ATC (Contract)

**Instructions**

A request for product or service changes, additions, or deletions to the Contract will be considered at any time throughout the Contract term. All modifications must be within the scope of the original RFP and be in the best interests of Sourcewell and Sourcewell Participating Entities. If approved, the request will be incorporated into the above-referenced contract; however, no changes will be binding unless the request is approved by the Manager of Supplier Development and this request is signed by Sourcewell’s Chief Procurement Officer.

*Additions:* New products and related services may be added to the contract if they are within the scope of the original RFP.

*Deletions:* Products and related services may be deleted from the contract if they are no longer available.

*Price increases:* Price increase requests must provide sufficient justification for the change (e.g., recently imposed tariffs or significant petroleum cost increases), not merely generalized statements requesting the increase.

*Price decreases:* Price decreases are accepted at any time.

Submit this request to the assigned Sourcewell Supplier Development Administrator.

---

**Request**

Check all that apply

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease
- Other

**Detailed Justification for Changes**

1. *Changed Product List*

List the products and/or services that are changing from the previous contract price list, along with the percentage change for each item or category. Attach a separate sheet if a large number of changes are included in this request.

All products are being updated to current model year and current pricing. Price increase depending on model 1.4%-23.6%

2. *Justification for Changes*

Provide justification and documentation explaining the requested changes (e.g., add a product because of technology advances in new model of equipment, increased raw material costs, add a Hot List of products). Include the percentage range of increase.

Autocar, LLC has been absorbing and pushing back on unprecedented cost increases from our supply base over the past 14 months. We fought through and absorbed them in 2022, but most have hit us again going into 2023, compounding year over year increases. We've faced "take it or leave it" scenarios in several instances as industry suppliers continue to face unpredictable challenges. Freight costs have also increased dramatically. All of this has been factored into our new chassis model year pricing.

3. *Product additions only*

Describe how the product additions fit within the scope of the original RFP.

4. *Price changes or product/service additions only*

State how the requested pricing is consistent with current Sourcewell contract pricing.

All new pricing reflects Sourcewell member discount of 20% from MSRP

**Complete Restatement of Pricing Submitted**

I understand that a complete restatement of pricing must be attached with this request or it will not be processed.

**Approvals**

*Supplier Offer:*

This Price and Product Change Request has been submitted for review to be considered as an amendment to the above referenced Contract.

By: Millard Williamson  
Supplier Authorized Signature

01/30/2023  
Date

Millard Williamson  
Print Name and Title of Authorized Signer

*Sourcewell Acceptance:*

Sourcewell accepts Supplier's offer in this Price and Product Change Request. By Sourcewell's signature below, this document becomes an amendment to the above referenced Contract and incorporates all referenced attachments into this Amendment.

DocuSigned by:  
Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Sourcewell Chief Procurement Officer

2/1/2023 | 9:59 PM CST  
Date





# DOBBS PETERBILT

April 7, 2023 REV2

Mr. Bob Scott  
Shop Foreman  
Public Works Department  
City of Marysville  
80 Columbia Ave  
Marysville, WA 98270

REF: AGREEMENT FOR SOURCEWELL CONTRACT #060920-ATC-AUTOCAR  
CONTRACT # LABRIE #091219-LEG-Labrie.

Dobbs Peterbilt would like to formally extend all bid prices, terms, and conditions to the City of Marysville for the purchase of (1) One or more Dual Sit Down Drive Residential Front Loading Trucks for a per Sourcewell Contract #060920-ATC-Autocar and #091219-LEG-Labrie.

Following, please find the breakdown of the base prices and options:

-2023 Autocar ACX64 Residential Front Loader Chassis per the City of Marysville Specifications. Please see backup attached	\$ 221,141.60
-Floorplan or interest cost of 240 days at \$25.27 per day or \$6,065.61.	\$ Included in base
-Autocar Surcharge	<u>\$ 8,500.00</u>
-Sub Total	<u>\$229,641.60</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-2022 Labrie Wittke Residential Front Loader per the City of Marysville specifications. Per Labrie Sourcewell Contract. Please see backup attached.	\$ 153,624.80
-Labrie Surcharge	\$ 12,000.00
-Panoramic Style Triple Camera System, Colored Monitor, Tailgate Hopper, Streetside Mirror.	\$ 5,176.00
-SWS Heavy Duty Cradle Upgrade for Corrotto Can.	\$ 1,460.00
-Body PDI.	\$ 1,760.00

3801 Airport Way South  
Seattle, WA, 98108  
(206) 624-7383  
FAX: (206) 340-0416  
1-800-255-7383

2028 Rudkin Rd.  
Yakima, WA, 98909  
(509) 453-3700  
FAX: (509) 457-0702  
1-800-734-7383

3443 20<sup>th</sup> Street, E.  
Fife, WA, 98424  
(253) 922-7383  
FAX: (253) 927-7931  
1-800-439-7383

15330 Smokey Point Blvd  
Marysville, WA, 98271  
(360) 659-7383  
FAX: (360) 659-1705  
1-888-755-7383

23501 E Knox Ave  
Liberty Lake, WA  
99109  
(509) 535-4241  
FAX: (509) 536-3949

1435 E. Hillsboro St.  
Pasco, WA, 99301  
(509) 545-3700  
FAX: (509) 545-1454  
1-888-330-7383

2200 Spar Ave.  
Anchorage, AK, 99501  
(907) 276-2020  
FAX: (907) 276-2164

-Freight from Mexico Plant to San Luis AZ.	\$ 350.00
-Freight from San Luis, AZ to Marysville.	<u>\$ 5,870.00</u>
-Sub Total body	<u>\$180,240.80</u>
-Subtotal Per unit	\$409,882.40
-Washington State Sales Tax (9.6%)	<u>\$ 39,348.71</u>
-Total	<u>\$449,231.11</u> =====

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines FOB City of Marysville. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox  
 Director of Refuse Sales  
 Dobbs Peterbilt



**MARYSVILLE**  
WASHINGTON

**FLEET SERVICES DIVISION**  
80 Columbia Ave.  
Marysville, WA 98270  
(360) 363-8250  
(360) 651-5524 Fax

#5072  
Fleet Addition

**Purchase Order** 147

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.

**F 16024**

TO: DOBBS PETERBILT  
2800-136th AVE COURT EAST  
SUMNER, WA 98390  
ATTENTION: STU FOX 206-730-6739

DATE: 4-7-2023 ACCT CODE: 50100048.564000 ORDER NO.  
SHIP TO: CITY OF MARYSVILLE - FLEET SERVICES  
80-COLUMBIA AVE  
MARYSVILLE, WA 98270

REQUESTED BY: BOB SMIT DATE EXPECTED: AVE-DEC 2023 FOB. POINT: MARYSVILLE SHIP VIA: WA SUBLET QUOTE: 572/FLEET ADD EQUIP. / VEH. NO.

QTY	REC	B/O	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	RTY	W/O NO.
1			2023 AUTOMAR ALX/LABRIE WITTKE RESIDENTIAL FRONT LOAD REFUSE TRUNK AS PER CITY OF MARYSVILLE SPECIFICATIONS AS PER QUOTE DATED 4-7-2023 AND AS PER SOURCEWELL CONTRACTS #060920-ATTN-AUTOMAR AND #091219-LEG-LABRIE	409882.40	409882.40		409,882.40		
			TOTAL INVOICE AMOUNT				<u>409,882.40</u>		
			* PLUS ANY ADDITIONAL SALES TAX *						
			* THAT MAY BE INCURRED *						

NOTES: FLEET ADDITION AS PER 2023-2024 BUDGET

\* NOTE: PLEASE REVIEW ALL SIGNED ORDERS TO FLEET SERVICES

AUTHORIZED BY: X

RECEIVED BY:



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** Communications Officer Connie Mennie, Executive

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Professional Services Agreement with Snohomish County for Marysville Visitor Analytics

**SUGGESTED ACTION:**  
Recommended Motion: I move to authorize Mayor Nehring to execute the 2023 professional services agreement with Snohomish County for Marysville visitor analytics.

**SUMMARY:** This agreement is nearly identical to one that the Council approved on Feb. 13, 2023. The only change is an update to include a new sentence at the end of paragraph 21 related to the Public Records Act.

To review, the City entered into an agreement with Snohomish County in 2022 to receive targeted visitor demographic information from the county's subcontractor, Datafy. The 2022 cost was paid by lodging tax funds from both the County and the City. Because city-specific data was not available until the second half of the year, Snohomish County offered to fully fund the city's participation for 2023.

---

**ATTACHMENTS:**

- [2023 Professional Services City of Marysville \(Datafy\) updated.pdf](#)
- [Schedule C.pdf](#)

CONSULTANT: City of Marysville  
CONTACT PERSON: Connie Mennie  
ADDRESS: 501 Delta Ave.  
Marysville, WA 98270  
FEDERAL TAX ID NUMBER/  
U.B.I. NUMBER: 91-6001459  
TELEPHONE NUMBER: 360-363-8086  
COUNTY DEPT.: Executive Office  
DEPT. CONTACT PERSON: Trudy Soriano  
Fiscal Analyst  
TELEPHONE NUMBER: (425) 388-6603  
PROJECT: Marysville Visitor Analytics  
AMOUNT: \$7,500.00  
FUND SOURCE: 116.501094105205  
CONTRACT DURATION: Effective Date, through December 31,  
2023

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a nonprofit organization (the "Contractor").

Recitals

WHEREAS, by Section 1 of Resolution No. 79-335, adopted November 5, 1979 (and codified as SCC 4.40.010), the legislative body of the County levied a special excise tax on the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property; and

WHEREAS, by Section 1 of Resolution No. 79-335, as subsequently amended (and codified as SCC 4.40.050(1)), the legislative body of the County created a fund known as the "hotel/motel tax fund"; and

WHEREAS, by Section 2 of Ordinance No. 87-062, adopted August 12, 1987 (codified as SCC 4.40.060), the County Council specified that the hotel-motel tax fund shall be used to support projects or purposes authorized under chapter 67.28 RCW; and

WHEREAS, chapter 67.28 RCW permits the distribution of money from the hotel-motel

tax fund for tourism promotion, defined by RCW 67.28.180(2) (h)(ii) as “activities intended to attract visitors for overnight stays, arts, heritage, and cultural events, and recreational, professional, and amateur sports events”; and

WHEREAS, by Section 4 of Ordinance No. 87-062 (codified as SCC 4.40.070), the County Council established an application and selection process for projects to be funded from the hotel-motel tax fund; and

WHEREAS, pursuant to the procedures established by SCC 4.40.070, the County received applications for funding assistance from various eligible public and nonprofit entities in response to a public solicitation for such applications; and

WHEREAS, the Snohomish County Lodging Tax Advisory Committee evaluated the applications for eligibility and recommended funding levels for the projects, consistent with provisions of chapter 67.28 RCW; and

WHEREAS, by Motion No. 22-509, passed on December 14, 2022, the County Council authorized 2023 hotel-motel tax funding of the projects as set forth therein (or as subsequently amended by the Council) and authorized the County Executive to execute the necessary contracts.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to establish the parameters for reimbursing the City of Marysville in the amount up to \$7,500.00 for eligible expenses of Contractor’s 2023 programming (the “Project”), as set forth in Schedule A. Schedule A is attached hereto and by this reference made part of this Agreement. Schedule C is the Contractor’s Project application; it is attached hereto and by this reference made part of this Agreement.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon mutual execution (the “Effective Date”) and shall terminate on December 31, 2023. The Contractor shall complete its obligations required by this Agreement no later than December 31, 2023. The County’s obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Reimbursement. The County will reimburse Contractor as set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. No claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of Contractor's eligible expenses for the Project, the Contractor shall submit a properly executed invoice to the County indicating the amount of eligible expenses for reimbursement. The invoice shall include an itemization of all reimbursable expenses incurred by the Contractor, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule A. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Contract Maximum. Total reimbursable expenses under this Agreement, all fees and expenses included, shall not exceed \$7,500.00.

4. Independent Contractor. The Contractor agrees that it is not an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in completion of the Project under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder, pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

6. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Trudy Soriano  
Title: Tourism Promotion Area Coordinator  
Department: Executive Office  
Telephone: (425) 388-6603  
Email: [Trudy.Soriano@snoco.org](mailto:Trudy.Soriano@snoco.org)

7. County Review and Approval. If Contractor's Project includes the production of promotional materials, Contractor shall provide the County an advance copy of said promotional materials. If the content of the promotional material is objectionable to the County, the County, in its sole discretion, may determine whether to reimburse Contractor for the associated expenses.

8. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support its invoices of reimbursable expenses. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor that are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

9. Indemnification. To the maximum extent permitted by law the Contractor shall indemnify and hold harmless the County its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the Project. In addition, the Contractor shall assume the defense of the County its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to the Project and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.



In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

10. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Project hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form.

By requiring the minimum insurance coverage set forth in this Section 10, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit. CG 00 01 current edition.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

11. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

12. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

13. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

14. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

15. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

16. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

18. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 19 of this Agreement.

19. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon five (5) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the reimbursable



disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

24. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

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

26. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

27. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

28. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

29. Authority. Each signatory to this Agreement represents that he or she has full and



Schedule A  
Scope

CONTRACTOR: The City of Marysville  
PROJECT: Marysville Visitor Analytics

The Contractor will: (a) secure contract and remit payment to Datafy, a marketing tool that allows entities to track and analyze visitor metrics(b) submit a reimbursement request to the County, along with applicable proof of qualifying expenses at the completion of the event;

- The Contractor shall work with the County contact set forth in Section 6 of the Agreement to ensure that any published materials prepared with financial assistance from County funds are consistent with the County’s graphics standards as set forth in more detail in paragraph 1 below.
  - Any publications produced as a result of this Project shall prominently feature the following credit: **MADE POSSIBLE IN PART BY ASSISTANCE FROM THE SNOHOMISH COUNTY HOTEL-MOTEL TAX FUND.**
  - The Contractor will project the number of overnight visits the Project will generate and, as a condition to being funded in the future, report on the results.
  - If the Project will occur within a city or cities that collect their own lodging tax, the Contractor shall approach such city or cities for funding assistance for the Project. Prior to or concurrent with its invoice to the County for this Project, the Contractor shall provide a written report to the County on the results of the Contractor’s approaches to that city or those cities. If such approaches were not made by the Contractor, the Contractor shall explain in detail in that report its reasons for not doing so. The provision of the report shall be a pre-condition for the County’s reimbursing the Contractor for services provided under this Agreement.
1. The County pursues a long-range tourism development and marketing strategy. Part of that strategy is to foster the visual integration of published tourism materials in Snohomish County. For that purpose, the County has developed a package of design guidelines which includes a logotype, a tag line and a family of colors. If any printed materials or print medium advertisements are produced as part of the Project that is the subject of this Agreement, the following requirement will apply: (i) The Contractor will coordinate design of printed materials produced under the Agreement with the County contact set forth in Section 6 of the Agreement, with the goal of applying the design guidelines to printed materials produced hereunder. (ii) The Contractor will submit the proposed design to the County’s contact for review and approval prior to printing the production run.
  2. To ensure that out-of-county visitors are attracted to the Project, the Contractor will direct more than fifty percent (50%) of any promotional materials underwritten in whole or in part by County funds at recipients outside of Snohomish County. For written materials, this goal may be accomplished by mailing written materials out of the county. At least fifty percent (50%) of any electronic advertising funded under this Agreement will be directed at audiences outside of Snohomish County.

Schedule B  
Compensation

1. The Contractor will be reimbursed by the County for services provided and/or eligible expenses incurred in executing the Project pursuant to the Agreement in an amount not to exceed the Contract Maximum.
  
2. Expenses eligible for reimbursement under the Agreement are defined as those listed in the "COUNTY" column of the Project budget below. The Contractor shall submit an invoice to the County with itemized invoices from third parties for all eligible expenditures for which the Contractor seeks reimbursement. In-kind matching volunteer services shall be valued at a rate of \$29.95 per hour or as invoiced to the Contractor by independent third parties at a commercially reasonable rate that is customary for such work. In addition, if County funds are to be used to pay in whole or in part any printed materials, print advertising or broadcast medium advertising, the Contractor will submit with the Contractor's reimbursement request for associated costs incurred: one (1) copy of printed materials; one copy of each print advertisement as printed; and one copy of the text of each broadcast medium advertisement. The Contractor will not be reimbursed for any expenses incurred by it which provide direct promotional benefit to a specific private business entity. In order to ensure timely closeout of the Project, the Contractor shall submit its invoice to the County no later than thirty (30) calendar days after completion of the services authorized by this Agreement and, in any event, no later than December 31, 2023. The Contractor's invoice shall be accompanied by a report summarizing the Project and how funds provided for the Project under this Agreement have enhanced tourism in Snohomish County. In no event shall the Contractor's invoice be paid by the County if it is submitted after December 31, 2023, or if it is not accompanied by the required report.

PROJECT BUDGET

ITEM	COUNTY	MATCH	
		CASH	IN-KIND
2023 Datafy Co-op Membership	\$7,500.00	\$3,000.00	
<b>Total</b>	<b>\$7,500.00</b>	<b>\$3,000.00</b>	

Upon request of the Contractor and approval by the County Executive as provided in SCC 4.40.065(11), the Contractor may be authorized to shift funds within the items defined in the budget shown above subject to the following conditions:

1. No funds may be shifted without **prior** written authorization from the County's contact set forth in Section 6 of the Agreement. Authorization to shift funds must be sought and approved **prior** to anticipated need.
  
2. Funds shifted shall aggregate no more than twenty percent (20%) of the total allocation



amount.

3. Funds shifted shall be within the original allocation. Authorization to shift funds IS NOT authorization to exceed the original amount of the allocation. In no event shall payments by the County under the Agreement exceed the Contract Maximum.
4. Funds may only be shifted among items listed in the original budget. No new budget items or expenditure categories may be funded without an amendment to this Agreement.

Schedule C  
Contractor's Project Application

# Snohomish County 2023 Hotel-Motel Small Fund Grant Application DATA CO-OP EXTENSION FORM

## PROJECT SPONSOR INFORMATION

Project Title: Marysville Visitor Analytics

Date Datafy Dashboard Launched in 2022: June 2022

Request: \$ 7,500 Match: \$ 3,000 Total Project Budget: \$ 10,500

Check all service categories that apply to this application, per RCW 67.28.1816:

- Tourism Promotion/Marketing
- Operation of a Special Event/Festival designed to attract tourists
- Operation of a Tourism Promotion Agency
- Operation of a Tourism-Related Facility owned or operated by a nonprofit organization
- Operation and/or Capital Costs of a Tourism-Related Facility owned by a municipality

Project Rank (If sponsor is submitting more than one project): \_\_\_\_\_

Project Sponsor / Contract Authority: City of Marysville

Address: 1049 State Ave.

City: Marysville State: WA Zip: 98270

Contact Person: Connie Mennie, Communications Manager

Phone: 360-363-8086 Email: cmennie@marysvillewa.gov

Sponsor is a: Non-Profit: EIN # \_\_\_\_\_

Public agency: Tax ID # 91-6001459

Has your organization previously received a Lodging Tax Grant from Snohomish County? Yes \_\_\_ No \_\_\_

If yes, what year(s) did your organization receive funding:

YEAR:	AWARDED AMOUNT:	PROJECT TITLE:
2022	\$2,500	VISITOR Analytics and targeted marketing

Continues onto next page.

Please provide a summary of how you have used your dashboard throughout 2022 (150-300 words):

The first chance to use the dashboard that became available to us in June was to obtain and study visitor information around the Marysville Strawberry Festival, our city's biggest annual event.

We learned from the dashboard that in June 2022, for example, people who visited Marysville and stayed overnight most often stayed 5+ days. Most out-of-state travelers came from California, followed by Oregon, Arizona, Idaho and Texas.

Drilling down further into the demographics will help better inform our tourism marketing plan for 2023.

Please provide a summary of how you plan to use the dashboard in 2023, and beyond (150-300 words):

Like many public jurisdictions, we have a limited marketing budget and want to use those tax dollars in the most fiscally responsible way. Visitor demographics obtained through the dashboard will help us develop a more strategic marketing plan focused on desired target audiences.

Extending this funding through 2023 will allow us to have at least a full year of statistical details to track seasonal trends and help inform future planning.

Please provide a description of the 25% matching funds:

In-kind match is estimated using labor costs for Communications Manager and Communications Specialist to analyze visitor demographics and develop targeted marketing content.

Communications Manager

2 hrs/month @ \$55/hr. = \$1,320

Communications Specialist

4 hrs/month @ \$35/hr. = \$1,680



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** City Engineer Max Phan , Engineering

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Local Agency Agreement Supplement No. 2 with WSDOT for the 80<sup>th</sup> St NE Non-Motorized Project

**SUGGESTED ACTION:**

Recommended Motion: I move to authorize the Mayor to sign and execute the attached Local Agency Agreement Supplement No. 2 with WSDOT to obligate \$498,252 in State funds for construction of the 80<sup>th</sup> St NE Non-Motorized project.

**SUMMARY:** The City was awarded \$498,252 in construction funds from the WSDOT Pedestrian & Bicycle Safety Program (Ped-Bike) for the 80<sup>th</sup> St NE Non-Motorized Project. This local agency agreement supplement with WSDOT will obligate \$498,252 in State funds to be used towards construction of the project.

Since this is a federally and state funded project, local agency federal funds are administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate construction funds. The supplement agreement ensures that state funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of project funding.

---

**ATTACHMENTS:**  
[Local Agency Agreement Supplement No. 2.pdf](#)  
[Local Agency Federal Aid Project Prospectus.pdf](#)





Agency City of Marysville		Supplement Number 2
Federal Aid Project Number CM-2692(002)	Agreement Number LA-9542	CFDA No. <b>20.205</b> - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

**Project Description**

Name 80th St NE

Length .68 miles

Termini State Ave to 51st Ave NE

**Description of Work**  No Change

Restriping of 80th St NE from State Ave to 47th Ave to remove parking and provide for bicycle lanes. The project will also include the construction of curb, gutter, sidewalk and stormwater facilities on the south side of 80th St NE from 47th Ave NE to 51st Ave NE. This section will also include a bicycle lane.

**Reason for Supplement**

Funding of construction phase

Are you claiming indirect cost rate?  Yes  No

Project Agreement End Date 12/31/2026

Advertisement Date

05/19/2023

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE %	a. Agency			0.00		
	b. Other			0.00		
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State Services			0.00		
	e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00	0.00	0.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction %	k. Contract			0.00		
	l. Other			0.00		
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency			0.00		
	p. State Services			0.00		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	0.00	0.00	0.00	0.00	0.00

SEE ATTACHED

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

**Agency Official**

By  
Title Jon Nehring, Mayor  
Agency Date

**Washington State Department of Transportation**

By  
Director, Local Program  
Date Executed

Agency City of Marysville		Supplement Number 2
Federal Aid Project Number CM-2692(002)	Agreement Number LA-9542	CFDA No. <b>20.205</b> - Highway Planning and Construction

**VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

**VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

**IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

**VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

**XVII. Assurances**

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



## Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
  - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
  - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
  - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
  - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
  - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
  - c. **Column 3** – Add the amounts in columns 1 and 2.
  - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
11. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.

**Federal Aid Number:** CM-2692(002)  
**Agreement Number:** LA-9542  
**Project Title:** 80th St NE  
**Supplement Number:** 2

Type of Work			Estimate of Funding					
			(1) PREVIOUS AGREEMENT/ SUPPLEMENT	(2) SUPPLEMENT	(3) ESTIMATED TOTAL PROJECT FUNDS	(4) ESTIMATED AGENCY FUNDS	(5) ESTIMATED STATE FUNDS	(6) ESTIMATED FEDERAL FUNDS
<b>P.E.</b> 86.5% Federal Aid	a.	Agency:	\$73,805		\$73,805	\$9,964	\$63,841	
	b.	Other	\$14,451		\$14,451	\$1,951	\$12,500	
	c.	Other						
	d.	State						
	e.	Total PE Cost Est. (a thru e)	<b>\$88,256</b>	<b>\$0</b>	<b>\$88,256</b>	<b>\$11,915</b>	<b>\$0</b>	<b>\$76,341</b>
<b>Right of Way</b> 86.5% Federal Aid Participation Ratio for RW	f.	Agency	\$10,000		\$10,000	\$1,350	\$8,650	
	g.	Other	\$45,000		\$45,000	\$6,075	\$38,925	
	h.	Other	\$170,613		\$170,613	\$23,033	\$147,580	
	i.	State	\$1,112		\$1,112	\$150	\$962	
	j.	Total R/W Cost Est. (f thru j)	<b>\$226,725</b>	<b>\$0</b>	<b>\$226,725</b>	<b>\$30,608</b>	<b>\$0</b>	<b>\$196,117</b>
<b>Construction</b> 0% Federal Aid Participation Ratio for CN	k.	Contract						
	l.	Contract_(State Fund)		\$490,752	\$490,752		\$490,752	
	m.	Contract_Non-Participate		\$806,871	\$806,871	\$806,871		
	n.	Other_Consultant						
	n1.	Other_Consultant (State Fund)						
	o.	Agency		\$100,000	\$100,000	\$100,000		
	o1.	Agency - (State Fund)						
	o2.	Other_Non-Participate						
	p.	State						
	p1.	State - (State Fund)		\$7,500	\$7,500		\$7,500	
	q.	Total Const. Cost Est. (k thru p)	<b>\$0</b>	<b>\$1,405,123</b>	<b>\$1,405,123</b>	<b>\$906,871</b>	<b>\$498,252</b>	<b>\$0</b>
<b>r.Total Project Cost Estimate (e+j+q)</b>			<b>\$314,981</b>	<b>\$1,405,123</b>	<b>\$1,720,104</b>	<b>\$949,394</b>	<b>\$498,252</b>	<b>\$272,458</b>



**Local Agency Federal Aid  
Project Prospectus**

Prefix	Route	( )	Date	4/18/2023
Federal Aid Project Number	CM-2692(002)		DUNS Number	076658673
Local Agency Project Number	R1801	( WSDOT Use Only )	Federal Employer Tax ID Number	91-6001459

Agency City of Marysville	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title 80th St NE	Start Latitude N 48°04'06.35" End Latitude N 48°04'05.82"	Start Longitude W 122°10'36.68" End Longitude W 122°09'44.22"			
Project Termini From-To State Ave 51st Ave NE	Nearest City Name Marysville	Project Zip Code (+4) 98270-3427			
Begin Mile Post N/A	End Mile Post N/A	Length of Project .68 Miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID N/A	Begin Mile Point N/A	End Mile Point N/A	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 38	Congressional District(s) 2	Urban Area Number 1		

Phase	Total Estimated Cost	Local Agency Funding	Federal Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$88,200.00	\$11,900.00	\$76,300.00	03	2019
R/W	\$226,700.00	\$30,600.00	\$196,100.00	01	2021
Const.	\$1,405,100.00	\$1,405,100.00	\$0.00	06	2023
<b>Total</b>	<b>\$1,720,104.00</b>	<b>\$1,447,600.00</b>	<b>\$272,400.00</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width Varies, 27' to 40'	Number of Lanes 2
-------------------------------------	----------------------

80th St is primarily a two lane road, some sections have on street parking. Between 47th and 51st, there are significant sections without any sidewalk.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

Restriping of 80th St NE from State Ave to 47th Ave to remove parking and provide for bicycle lanes. The project will also include the construction of curb, gutter and sidewalk on the south side of 80th St NE from 47th Ave NE to 51st Ave NE. This section will also include a bicycle lane.

Local Agency Contact Person Max Phan	Title City Engineer	Phone 360-363-8276	
Mailing Address 80 Columbia Ave	City Marysville	State WA	Zip Code 98270
Project Prospectus	By _____ Approving Authority		
	Title City Engineer	Date	

Agency City of Marysville	Project Title 80th St NE	Date 4/18/2023
------------------------------	-----------------------------	-------------------

<b>Type of Proposed Work</b>			
Project Type (Check all that Apply)		Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R	40
<input checked="" type="checkbox"/> Reconstruction	<input checked="" type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R	3
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other	
<input type="checkbox"/> Bridge			

<b>Geometric Design Data</b>		
<b>Description</b>	<b>Through Route</b>	<b>Crossroad</b>
<b>Federal Functional Classification</b>	<input type="checkbox"/> Principal Arterial	<input checked="" type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Minor Arterial	<input checked="" type="checkbox"/> Minor Arterial
	<input checked="" type="checkbox"/> Urban	<input checked="" type="checkbox"/> Major Collector
	<input type="checkbox"/> Rural	<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> NHS	<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25 mph	25 - 30 mph
Design Speed	30 mph	30 - 35 mph
Existing ADT	3,926	3,433 - 14,982
Design Year ADT	11,350	8,035 - 30,550
Design Year	2035	2035
Design Hourly Volume (DHV)	960	750 - 2,510

<b>Performance of Work</b>			
Preliminary Engineering Will Be Performed By City of Marysville, Consultants		Others 16.4 %	Agency 83.6 %
Construction Will Be Performed By Contract		Contract 100 %	Agency %

<b>Environmental Classification</b>	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

Project will involve increasing total impervious area by more than 5,000 SF.

Total earthwork export/import is estimated to be 1,000 CY

Agency City of Marysville	Project Title 80th St NE	Date 4/18/2023
------------------------------	-----------------------------	-------------------

<b>Right of Way</b>		
<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

<b>Utilities</b>	<b>Railroad</b>
<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Prior to construction contract - Several overhead utility poles will be relocated.

With Construction Contract - Existing covers for water valves, sewer manholes, will require adjustment to final grade. New stormwater pipes and/or structures will be installed, final design will be dependent on geotechnical evaluation and LID analysis.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?  Yes  No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Marysville

Date

By \_\_\_\_\_  
Mayor/Chairperson



# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** Sandy Langdon, Finance

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** Supplemental Agreement No. 2 with KeyBank, National Association for Banking Services

**SUGGESTED ACTION:**  
Recommended Motion: I move to approve Supplemental Agreement No.2 with KeyBank, National Association.

**SUMMARY:** In May, 2017 the City of Marysville entered into a Professional Services Agreement with KeyBank for banking and cash management services. The agreement included an original three year term with the ability to extend for two additional three year terms. In May, 2023 the first of the two additional three year terms was invoked. We would like to invoke the second three year extension.

Attached is supplemental agreement 2 for the second three year extension and maintains the same rates and fees as the original agreement.

---

**ATTACHMENTS:**  
[PSA\\_SuppTime 2 Banking Services Key Bank.docx](#)

**SUPPLEMENTAL AGREEMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND KEYBANK, NATIONAL ASSOCIATION**

**THIS SUPPLEMENTAL AGREEMENT NO. 2** (“Supplemental Agreement No. 2”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and KeyBank, National Association, a national banking association (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for banking services (the “Original Agreement”), said Original Agreement being dated May 15, 2017; and

WHEREAS, both parties desire to supplement the Original Agreement, by extending the term of the Original Agreement;

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

1. Section 2 of the Original Agreement, “TERM”, is amended to provide that the term will terminate at midnight on May 14, 2026.

2. Each and every provision of the Original Agreement for Professional Services dated May 15, 2017, shall remain in full force and effect, except as modified herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MARYSVILLE

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

KEYBANK, NATIONAL ASSOCIATION

By \_\_\_\_\_  
Edward Hiddleson  
Its: Vice President

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

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





# Agenda Bill

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** April 24, 2023

**SUBMITTED BY:** Stephen Doherty, Information Systems

**ITEM TYPE:** Agreement

**AGENDA SECTION:** **New Business**

**SUBJECT:** ESRI - GIS Enterprise Agreement Renewal

**SUGGESTED ACTION:** Recommended Motion: I move to approve the ESRI GIS Enterprise Agreement Renewal.

**SUMMARY:** This proposal is for the renewal of the city's current ESRI GIS enterprise software licensing and support. This agreement will allow the city and its department the continued use of existing GIS services and the advancement of features throughout various city departments. This agreement is for a 3-year term in the total amount of \$186,089.40 billed annually in the amount of \$62,029.80.

---

**ATTACHMENTS:**  
[ESRI - GIS Enterprise Agreement Renewal.pdf](#)



February 9, 2023

Jacob Milner  
City of Marysville  
501 Delta Ave  
Marysville, WA 98270-4540

Dear Jacob,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri  
Attn: Customer Service SG-EA  
380 New York Street  
Redlands, CA 92373-8100

e-mail: [service@esri.com](mailto:service@esri.com)  
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Scott Wolter



Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
**Quote is valid from: 2/9/2023 To: 5/10/2023**

## Quotation # Q-490052

Date: February 9, 2023

Customer # 104385 Contract #

City of Marysville  
 Information Services  
 501 Delta Ave  
 Marysville, WA 98270-4540

ATTENTION: Jacob Milner  
 PHONE:  
 EMAIL: [jmilner@marysvillewa.gov](mailto:jmilner@marysvillewa.gov)

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$56,700.00	\$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	\$56,700.00	\$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	\$56,700.00	\$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$170,100.00
Sales Tax:	\$15,989.40
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$186,089.40</b>

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Scott Wolter	<b>Email:</b> <a href="mailto:swolter@esri.com">swolter@esri.com</a>	<b>Phone:</b> (360) 754-4727 x8671
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

WOLTERS

**This offer is limited to the terms and conditions incorporated and attached herein.**

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
Cust. # \_\_\_\_\_  
PO # \_\_\_\_\_  
Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT  
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
ArcGIS Desktop Standard  
ArcGIS Desktop Basic  
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise (Advanced and Standard)  
ArcGIS Monitor  
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Runtime Standard  
ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
Two (2) ArcGIS CityEngine Single Use Licenses  
250 ArcGIS Online Viewers  
250 ArcGIS Online Creators  
37,500 ArcGIS Online Service Credits  
250 ArcGIS Enterprise Creators  
5 ArcGIS Insights in ArcGIS Enterprise  
5 ArcGIS Insights in ArcGIS Online  
50 ArcGIS Location Sharing for ArcGIS Enterprise  
50 ArcGIS Location Sharing for ArcGIS Online  
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
4 ArcGIS Utility Network User Type Extensions (Enterprise)  
4 ArcGIS Trace Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to



supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.