

Marysville City Council Work Session
7:00 p.m.

October 7, 2013

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

Discussion Items

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

1. Approval of the September 9, 2013 City Council Meeting Minutes.
2. Approval of the September 23, 2013 City Council Meeting Minutes.

Consent

3. Approval of the September 18, 2013 Claims in the Amount of \$431,415.79; Paid by Check Number's 87039 through 87196 with Check Number 81198 Voided.
4. Approval of the September 25, 2013 Claims in the Amount of \$1,243,642.57; Paid by Check Number's 87197 through 87344 with Check Number 86251 Voided.
5. Approval of the September 20, 2013 Payroll in the Amount of \$957,837.54; Paid by Check Number's 26990 through 27027.

Review Bids

6. Consider Awarding the Soper Hill Road Water Main Contract to Reece Trucking and Excavating in the Amount of \$728,000.10, Including Washington State Sales Tax, and Approve a Management Reserve of \$50,000 for a Total Allocation of \$778,000.10.
7. Consider Awarding the Sunnyside Pressure Reducing Station Contract to H.D. Fowler Company Inc. in the Amount of \$45,136.33, Including Washington State Sales Tax.

Public Hearings

New Business

Work Sessions are for City Council study and orientation – Public Input will be received at the October 14, 2013 City Council meeting.

Marysville City Council Work Session**October 7, 2013****7:00 p.m.****City Hall**

8. Consider Approving Purchase Order for a Dump Truck, Plow and Sander with Hanson International in the Amount of \$73,000.
9. Consider Approving the Interlocal Agreement with Snohomish County Public Works for Municipal Road and Street Services.
10. Consider Approving the Professional Services Agreement with Otak, Inc. in the Amount Not to Exceed \$305,000.
11. Consider Approving a **Resolution** to Enter into an Interlocal Agreement Creating the Association of Washington Cities Employee Benefit Trust and Acknowledging that the City Shall be Subject to Assessments Thereunder.
12. Consider Approving the Interlocal Agreement with Association of Washington Cities Employee Benefit Trust Health Care Program.

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

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

Adjourn

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

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Excuse the absence of Councilmember Stevens.	Approved
Approve the agenda as presented.	Approved
Committee Reports	
Presentations	
Present Pride of Marysville Awards: Best Home – Mike and Janet Elmore; Best Business – Bob and Linda Barrett; Mayor’s Choice / James Comeford – Christian Carr	Presented
Volunteer of the Month – Jeff Darrah	Presented
Approval of Minutes	
Approve the July 22, 2013 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the July 24, 2013 Claims in the Amount of \$488,842.92; Paid by Check Number’s 85978 through 86136.	Approved
Approval of the July 31, 2013 Claims in the Amount of \$179, 646.00; Paid by Check Number’s 86137 through 86259 with Check Number 86020 Voided.	Approved
Approval of the August 7, 2013 Claims in the Amount of \$1,103,323.77; Paid by Check Number’s 86260 through 86383 with Check Number’s 83256 and 85622 Voided.	Approved
Approval of the August 14, 2013 Claims in the Amount of \$668,571.76; Paid by Check Number’s 86384 through 86525 with No Check Number’s Voided	Approved
Approval of the August 21, 2013 Claims in the Amount of \$797,733.50; Paid by Check Number’s 86526 through 86688 with Check Number’s 74472, 80303, 84759, and 86383 Voided.	Approved
Approval of the August 5, 2013 Payroll in the Amount of \$1,457,289.75; Paid by Check Number’s 26847 through 26897.	Approved
Approval of the August 20, 2013 Payroll in the Amount of \$854,283.69; Paid by Check Number’s 26898 through 26942	Approved
Consider Approval of the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County.	Approved
Consider Approval of the Tyler Technologies, Inc. Contract and Invoice in the Amount of \$56,773.05.	Approved
Consider Approval of the Supplemental Agreement No. 1 to the Professional Services Agreement with Osborn Consulting Inc. to Authorize a No Cost Time Extension.	Approved
Consider Approval of the Interagency Agreement with the Department of Ecology to Accept Funding.	Approved
Consider Approval of the Professional Services Agreement with KPG, Inc. in the Amount of \$209,855.41, to Provide Professional Engineering Design Services on Three Federally-Funded HSIP Projects.	Approved
Consider the Interlocal Agreement between Snohomish County and the City of Marysville for Auto Theft Task Force Services.	Approved

Consider Acceptance of the 51st Avenue NE Overlay (Grove Street to 80th Street NE) Project, Starting the 45-Day Lien Filing Period for Project Closeout.	Approved
Consideration of a Resolution of Intent to Participate in Alternative Dispute Resolution.	Approved
Approval of the August 28, 2013 Claims in the Amount of \$165,094.20; Paid by Check Number's 86689 through 86815 with Check Number 83736 Voided.	Approved
Approval of the September 5, 2013 Payroll in the Amount of \$1,445,321.30; Paid by Check Number's 26943 through 26989.	Approved
Review Bids	
Consider Awarding Bid to Rehrig Pacific Company and Authorize the Mayor to Execute the Contract for the Sunnyside Roll Carts: Purchase, Assembly, and Delivery in the Amount of \$86,838.35 Including State of Washington Sales Tax.	Approved
Consider Awarding Bid for 53rd Avenue NE and SR528 Intersection Improvements Project to Transportation Systems, Inc. in the Amount of \$310,949.00 Including Washington State Sales Tax and Approve a Management Reserve of \$30,000.00 for a Total Allocation of \$340,949.00.	Approved
Public Hearing	
Public Hearing - Consideration of an Ordinance Adopting a Moratorium on the Establishment, Siting, Location, Permitting, Licensing or Operation of Marijuana Cultivation, Production of Marijuana or Marijuana Derivatives.	Hearing Held Ord. No. 2936 Approved
New Business	
City of Marysville – Berry Farm Condo Private Road Agreement.	Approved
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:31 p.m.

COUNCIL



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MINUTES

Regular Meeting
September 9, 2013

Call to Order / Pledge of Allegiance

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

Roll Call

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

- Mayor:** Jon Nehring
- Council:** Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright
- Absent:** None
- Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Commander Robb Lamoureux, City Attorney Grant Weed, Public Works Superintendent Doug Byde, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

Mayor Nehring commented that Councilmember Stevens had informed the Council last week that he would not be present tonight.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to excuse Councilmember Stevens. **Motion** passed unanimously (6-0).

Motion made by Councilmember Vaughan, seconded by Councilmember Muller, to approve the agenda as presented. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember Seibert reported on the recent Public Works meeting where they had a tour of the water treatment facilities. He commented that it was very interesting, and they learn something new every time they go.

Presentations

A. Pride of Marysville Awards

Awards were presented for the following categories:

Best Home – Mike and Janet Elmore received the Pride of the Neighborhood award for their home which is consistently well-kept with well-manicured lawns, colorful landscaping, and new paint, as well as an elaborate railroad garden.

Best Business – Bob and Linda Barrett, Girl Scouts of Western Washington and the North County Outlook Building at 1331 State Avenue, were presented the award for curb appeal, landscaping, building exteriors, and the overall well-kept appearance of their building.

Mayor's Choice/James Comeford Award – Christian Carr, received the award for the Most Improved Home or Business in the Downtown / Waterfront Area. Christian is CEO of Espresso Connection and Silver Cup Coffee as well as the owner of the entire business complex at 5th and State. Christian completed renovations on a highly visible corner right across from Comeford Park. He was commended for the creative blend of exterior paint colors, the use of timeless, classy materials, and the way in which the businesses blend seamlessly into the City's improvements along State Avenue. The committee felt that this look could influence and set the example for some of the neighboring businesses in that area.

B. Volunteer of the Month

Mayor Nehring presented the Volunteer of the Month award to Jeff Darrah, owner of Bleachers, for his volunteer activities including providing free food and beverages to all the workers at the annual Shred-a-thon, serving through the Rotary Club, putting on a shrimp boil for those participating in the golf tournament, and providing meals to the Salvation Army. Mayor Nehring thanked Jeff for his actions and his commitment to give back to the community.

Audience Participation

Dustan Bunt, 7114 – 81st Drive NE, Marysville, WA, expressed concern about his sewer bill. He is concerned that he is paying the same rate as larger households. He doesn't feel that the way this is calculated is a fair approach. He believes it should be calculated on how much is used instead of a flat rate. He stated that he uses more efficient appliances and doesn't feel he is getting an economic benefit from it.

Finance Director Sandy Langdon replied that staff is currently beginning a rate study, and can put that as an option for the Council. Mayor Nehring recommended that this be taken to the Public Works Committee for discussion.

Councilmember Seibert expressed appreciation to Mr. Bunt for using more efficient appliances. He commented that the water bill is graduated and is based on the amount that is used. Mr. Bunt concurred, but noted that he thinks it should also be reflected on the sewer bill.

Wendy Collins, 5814 - 138th Place NE, Marysville, WA, asked that the Council consider a proposed change to the municipal code that governs the speed limit for bicyclists on the sidewalk in Marysville. It is currently 5 miles per hour, which she believes is unreasonably slow for most commuters. Due to that speed limit bicyclists are forced to ride on the road which is very dangerous. As an ideal solution, she recommended a bike lane up and down State Street to protect bikers. As a more reasonable solution she requested that the City increase the speed limit for bicyclists to 15 miles per hour which would allow them to ride on the sidewalk.

CAO Hirashima indicated that staff could discuss this and bring back more information for the Council.

Approval of Minutes

1. Approval of the July 22, 2013 City Council Meeting Minutes.

Motion made by Councilmember Wright, seconded by Councilmember Norton, to approve the July 22, 2013 City Council Meeting Minutes. **Motion** passed unanimously (6-0).

Consent

2. Approval of the July 24, 2013 Claims in the Amount of \$488,842.92; Paid by Check Number's 85978 through 86136.
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16. Consider Approval of the Interagency Agreement with the Department of Ecology to Accept Funding.
17. Consider the Interlocal Agreement between Snohomish County and the City of Marysville for Auto Theft Task Force Services.
18. Consider Approval of the Professional Services Agreement with KPG, Inc. in the Amount of \$209,855.41, to Provide Professional Engineering Design Services on Three Federally-Funded HSIP Projects.
19. Consider Acceptance of the 51st Avenue NE Overlay (Grove Street to 80th Street NE) Project, Starting the 45-Day Lien Filing Period for Project Closeout.
22. Consideration of a Resolution of Intent to Participate in Alternative Dispute Resolution.
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25. Approval of the September 5, 2013 Payroll in the Amount of \$1,445,321.30; Paid by Check Number's 26943 through 26989.

Motion made by Councilmember Vaughan, seconded by Councilmember Norton, to approve consent agenda items 2-8, 13-19, 22, 24, and 25. **Motion** passed unanimously (6-0).

Review Bids

9. Consider Awarding Bid to Rehrig Pacific Company and Authorize the Mayor to Execute the Contract for the Sunnyside Roll Carts: Purchase, Assembly, and Delivery in the Amount of \$86,838.35 Including State of Washington Sales Tax.

Motion made by Councilmember Norton, seconded by Councilmember Vaughan, to award the bid to Rehrig Pacific Company and authorize the Mayor to execute the contract for the Sunnyside Roll Carts: purchase, assembly, and delivery in the amount of \$86,838.35 including State of Washington Sales Tax. **Motion** passed unanimously (6-0).

10. Consider Awarding Bid for 53rd Avenue NE and SR528 Intersection Improvements Project to Transportation Systems, Inc. in the Amount of \$310,949.00 Including Washington State Sales Tax and Approve a Management Reserve of \$30,000.00 for a Total Allocation of \$340,949.00.

Public Works Superintendent Bye stated that Transportation Systems, Inc. was the low bidder at \$340,949 which includes a \$30,000 management reserve for the improvements at 53rd and SR 528. This includes signal improvements and the entrance to Jennings Park off 528.

Motion made by Councilmember Toyer, seconded by Councilmember Wright, to award the bid for the 53rd Avenue NE and SR528 Intersection Improvements Project to Transportation Systems, Inc. in the amount of \$310,949.00 Including Washington State Sales Tax and Approve a Management Reserve of \$30,000.00 for a total allocation of \$340,949.00. **Motion** passed unanimously (6-0).

Public Hearings

11. Public Hearing - Consideration of an Ordinance Adopting a Moratorium on the Establishment, Siting, Location, Permitting, Licensing or Operation of Marijuana Cultivation, Production of Marijuana or Marijuana Derivatives.

The public hearing was opened at 7:35 p.m. City Attorney Grant Weed reviewed the background on this item and the purpose of the hearing. He explained that staff is recommending a 12-month moratorium on the receipt of new applications for business licenses and any land use permits to give the City an opportunity to evaluate what regulations it would want to impose at the local level and in response to the Liquor Control Board.

CAO Hirashima discussed the "Recreational Marijuana Regulations Work Plan" she had distributed earlier. The work plan includes dates, steps to be taken, regulations/requirements, and the formation of a committee process. The proposed work plan would provide for an ordinance by April of 2014.

Council Questions: None

Public Testimony:

Catherine Michelle Mile, 15305 W. Lake Goodwin Rd., WA, and Dave Mills, local Realtor, 8308 82nd Avenue NE Marysville, distributed talking points related to the goals of Initiative 502 in legalizing marijuana as well as implementation aspects of the new

law to protect the public. She explained that the primary goal of public safety is to look out for the community. Ms. Mile asserted that the highest risk operations will undoubtedly be the retail outlets, and therefore, recommended breaking this into two separate parts. She recommended a 6 to 9-month moratorium on licensing for retail operations. According to her, the lowest risk businesses will be the producer/processor operations. She recommended recommending a 3-month moratorium on licensing for producer/processor operations to allow the City time to establish appropriate rules and regulations. By allowing these operations to occur in the City they will be allowing reputable business operations in the City and reduce the likelihood of black market activity. Mr. Mills added that since I-502 there has been an incredible amount of interest from people who own property who are interested in leasing out their property to marijuana operations. Ms. Mile volunteered to be part of the work committee to ensure implementation of this law in a responsible, safe manner.

Roger Sull 2727 – 74th Drive NE, Marysville, WA, a local entrepreneur and businessman, stated that he was interested in this from a business perspective. He sees this as a modern-day gold rush for everyone involved in this industry. He spoke against a 12-month moratorium and recommended speeding up the process to allow business to make plans. He recommended skipping the committee step and going directly to the Planning Commission.

Councilmember Toyer asked staff about the option of shortening to a 6-month or 9-month moratorium. CAO Hirashima stated that the 12-month moratorium allows for the complete work plan she had distributed. If they skip the committee process they could probably shorten it to 9 months.

Councilmember Muller asked about restrictions as to the number of growers and producers as well as retail operations. City Attorney Weed replied that there are restrictions on the number of licenses issued in all three of the categories.

Councilmember Wright commented that even if they pass the 12-month moratorium they could complete the process sooner. City Attorney Weed concurred. Once the City has its regulations ready, those regulations would also repeal the moratorium.

Councilmember Vaughan stated that his concern with compressing the work plan timeline is that he wouldn't want it to take away from the opportunity for citizens to learn about how this will impact our community. He noted that they haven't heard from many of the citizens about this matter. He wants to make sure that people are very well-informed so the Council can be assured that they have done a thorough job with the matter. He also doesn't want the Council to rush through this, noting that this is a very new process.

Councilmember Toyer expressed concern that having a 12-month moratorium was kicking this down the road again and slowing the process.

City Attorney Grant Weed clarified that on the second to last page of the ordinance the blank for the public hearing should be filled in with tonight's date.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve Ordinance No. 2936 with the addition of the date of May 9, 2013 to the second to last page of the Ordinance. **Motion** passed unanimously (5-1) with Councilmember Toyer opposing.

New Business

23. City of Marysville - Berry Farm Condo - Private Road Agreement.

City Attorney Grant Weed reviewed this item. He explained that the HOA came to the City well over a year ago with a request to have the City enforce speed limits in the condo association. Private speed enforcement is allowed in some instances by state law, but not for condo associations. Mr. Perrin took the initiative of bringing a bill through the legislature to allow cities to enter into agreements with law enforcement agencies to do speed enforcement. Staff has prepared a draft of an agreement for Council's consideration. The issue before the Council is whether or not they want to move forward with such an agreement. If so, staff would provide a final draft and work through issues with the group.

Council Questions: None

Public Comments:

James Perrin, 4345 – 149th Place NE, Marysville, WA, explained that the Berry Farm Condo area was originally intended as navy housing, and as a result, the streets are substandard. Parking has been a tremendous issue. He expressed concern about the lack of any traffic enforcement in the area. The residents worked hard to get the RCW passed through. They are requesting that the police be allowed to patrol and issue citations if necessary. Mr. Perrin stated that the residents understand that there will not be a dedicated patrol presence in the area.

Councilmember Wright asked about parking. City Attorney Grant Weed stated that the state code allows for police enforcement of speed, but not parking. Mr. Perrin concurred. He noted that one side of all the streets is marked as a fire lane. Other than they haven't had parking issues they haven't been able to control internally.

Councilmember Muller asked if there is an active HOA. Mr. Perrin affirmed that there is. Councilmember Muller asked if this has the initial approval of the HOA. Mr. Perrin stated that as soon as they get a proposal from the City they would present it to their members and then bring it back to the Council for final approval.

Mayor Nehring reiterated that tonight they are just giving staff direction to draft an ordinance to be taken to the HOA. Once there is a signed agreement that is acceptable to the HOA, it will be brought back to Council for final action.

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Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to direct staff to draft a City of Marysville/Berry Farm Condo Private Road Agreement.

Councilmember Muller asked if this could be opened up to other law enforcement agencies. City Attorney Weed was not sure. He suggested evaluating whether, by entering into this agreement, an officer from Snohomish County or WSP could also issue speeding citations based on this agreement and mutual aid agreements the City has with other jurisdictions.

Motion passed unanimously (6-0).

Legal

Mayor's Business

The Wal-Mart ribbon cutting was postponed until September 18.

- Congressman Larsen held a coffee in town last Thursday which he and Councilmembers Toyer and Wright attended.
- Touch-a-Truck will be held this Saturday at 10 a.m.
- He reminded those on the Intergovernmental Affairs Committee that the quarterly school district meeting would be held on September 19 at 8 a.m. in Council Chambers.

Staff Business

Jim Ballew:

- Touch-a-Truck starts at 10 a.m. on Saturday at Asbury Field.
- Serve Day will start at 8:30 at Doleshel Park and will last until about 2. They hope that the park will be set to open in a few months.
- The Park Board meeting will be held on Tuesday in combination with the Planning Commission.
- There will be a 9/11 ceremony at the library at 8:30 a.m.

Robb Lamoureux thanked the Council for consenting to the agreement with the Auto Theft Task Force. He thinks this will be a big role for the City to play countywide and will have a big impact.

Doug Bye:

- Burlington Northern has informed the City they still do not have an exact date on when the crossings will be complete.
- Paving work on State Avenue from 92nd to 100th Street will be postponed to the week of the 16th due to the heavy rain last week.
- Staff is making final preparations for Touch-a-Truck on Saturday.
- Mayor Nehring asked him about signs he had seen for 529 southbound closure. Superintendent Bye was not aware of any closures. Councilmember Muller thought it was the bridges.

Sandy Langdon reported that the Washington Finance Officers Association Conference is being held at Tulalip Resort next week. There are over 700 registrants, which is one of the largest conferences they have had in their 58 years. The Holiday Inn Express in Marysville was one of three conference hotels, and it booked up within two months of release in May. Mayor Nehring will be speaking at the opening ceremony along with Arlington and Everett's mayors.

Grant Weed had no further comments.

Gloria Hirashima had no further comments.

Call on Councilmembers

Kamille Norton:

- She is looking forward to Touch-a-Truck and the Day of Service at Doleshel Park.
- She shared a very positive experience they had with the fire department about a week ago. She was very impressed with the way the firefighters took the time to meet with the kids in her neighborhood after an incident.

Steve Muller:

- He said he really appreciated Leah's great communication.
- He is looking forward to Touch-a-Truck on Saturday.
- He informed the Council that the historical society received a permit for the museum today. They should have a building in 90 days.

Rob Toyer had no comments.

Donna Wright had no comments.

Jeff Seibert had no comments.

Jeff Vaughan had no comments.

Executive Session

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

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Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:31 p.m.

Approved this _____ day of _____, 2013.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approve the agenda as presented.	Approved
Excuse the absence of Councilmember Toyer.	Approved
Committee Reports	
Presentations	
Officer Swearing-In - Angie Fawks	Performed
Employee Service Awards: 5 Years - Nancy Abell, Risk Management Officer, Executive; John Nield, Financial Ops Manager, Finance; Orlando Roche, Electrical Inspector, Community Development (not present); Shawn Smith, Engineering Services Manager, Community Development (not present); Ying "Billy Xiong, Police Officer (not present) 15 Years - Marty Norsby, Facilities Maintenance Worker II 20 Years - Stacey Dreyer, Police Officer (not present); Patricia Duemmell, Property/Evidence Specialist (not present); Judith Kirchberg, Administrative Secretary, Parks (not present); Juan Salazar, Lead Worker II, Sanitation 25 Years - Jim Ballew, Parks Director	Presented
Employee of the Month	Not presented
Proclamation: Declaring October 2013 as Domestic Violence Awareness Month in Marysville	Presented
Approval of Minutes	
Approval of the September 3, 2013 City Council Work Session Minutes.	Approved
Consent Agenda	
Approval of the September 4, 2013 Claims in the Amount of \$1,256,780.98; Paid by Check Number's 86816 through 86935 with Check Number's 84473 and 85624 Voided.	Approved
Approval of the September 11, 2013 Claims in the Amount of \$488,009.79; Paid by Check Number's 86936 through 87038 with No Check Number's Voided.	Approved
Review Bids	
Consider Awarding the HVAC Maintenance and Repair Services Project to Diamond B Constructors in the Amount of \$300,000 Including Washington State Sales Tax.	Approved
New Business	
Consider Approving the Master Agreement and Software License Agreement with Aclara Technologies LLC.	Approved
Consider Approving the JAG/BYRNE Grant Funds to Purchase the Police Department in the Amount of \$10,663.00.	Approved
Consider the City of Marysville - Berry Farm Condo - Private Road Agreement.	Approved
Consider Approving the Supplemental Agreement No. 1 with ECCOS Design LLC to Provide for a Contract Extension through December 31, 2013.	Approved
Consider Approving the Coordinated Prevention Grant Agreement No.	Approved

G1400098 with the State of Washington Department of Ecology.	
Consider Approving the Professional Services Agreement with Blue Marble Environmental LLC in the Amount of \$102,100.63.	Approved
Legal	
Mayor's Business	
2013-14 Hotel Motel Committee Appointments. <ul style="list-style-type: none"> • Jennifer Caveny, Holiday Inn Express • Carol Kapua, Maryfest, Inc. • Mary Kirkland, Downtown Merchants Association • Mr. Lee, Village Motor Inn • Caldie Rogers, The Greater Marysville Tulalip Chamber of Commerce 	Approved
Staff Business	
Call on Councilmembers	
Adjournment	8:30 p.m.
Executive Session	
Litigation – one item	
Personnel – one item	
Real Estate – one item	
Adjournment	8:55 p.m.

COUNCIL*DRAFT*
MINUTES**Regular Meeting**
September 23, 2013**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. Pastor Chris Rich from Damascus Road Church gave the invocation.

Roll Call

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

Mayor: Jon Nehring

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

Absent: Rob Toyer

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Commander Robb Lamoureux, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to approve the agenda as presented. **Motion** passed unanimously (6-0).

Motion made by Councilmember Stevens, seconded by Councilmember Vaughan, to excuse Councilmember Toyer from the meeting tonight. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember Norton reported on the September 10 Joint Planning Commission and Parks Advisory Board Meeting. At the meeting there was discussion of some of the upcoming projects the city is looking at including downtown revitalization, the spray park, and Mother Nature's Window.

Councilmember Muller reported on the September 12, 2013 Library Board meeting. The library has completed their shutdown for construction and is about 90% finished on their technology upgrade. They will be having an open house soon. They are going through a policy change on the meeting room space rentals to allow for online checkout.

Councilmember Stevens reported on the Marysville Fire District Board of Directors meeting on September 18 where they received a report from Local 3219 that the MDA Fill the Boot that occurred on September 14 was a success, raising over \$8,000 for the cause. Also, during Fire Safety Awareness Week in October the local and the administration are collecting donations. They hope to be able to provide a full class at one of the local elementary schools with brand new coats for each of the students in that class. Finally, the budget workshop for the district is scheduled for October 21 from 3 p.m. to 7 p.m. at Station 61. It is open to everyone.

Donna Wright added that they had the Fire District had service awards last Wednesday for years served. Over 340 years of the officers were recognized. Rex Tucker and Chief Corn have both served for 40 years in the fire department.

Presentations

A. Officer Swearing-In

Officer Angie Fawks was introduced and sworn in.

B. Employee Services Awards

The following employees received awards for their years of service:

5 Years:

- Nancy Abell, Risk Management Officer, Executive
- John Nield, Financial Ops Manager, Finance
- Orlando Roche, Electrical Inspector, Community Development (not present)
- Shawn Smith, Engineering Services Manager, Community Development (not present)
- Ying "Billy" Xiong, Police Officer (not present)

15 Years:

- Marty Norsby, Facilities Maintenance Worker II

20 Years:

- Stacey Dreyer, Police Officer (not present)
- Patricia Duemmell, Property/Evidence Specialist (not present)
- Judith Kirchberg, Administrative Secretary, Parks (not present)
- Juan Salazar, Lead Worker II, Sanitation

25 Years:

- Jim Ballew, Parks Director

There was a recess from 7:32 to 7:42 p.m. to congratulate the award recipients.

- C. Employee of the Month (not presented)
- D. Proclamation: Declaring October 2013 as Domestic Violence Awareness Month in Marysville

Mayor Nehring read the proclamation designating October 2013 as Domestic Violence Awareness Month in the Marysville and urging all citizens to work together to eliminate domestic violence from our community. The proclamation was presented to Lisa Nicholson from Domestic Violence Services of Snohomish County

Audience Participation

Donald and Rachel, 915 Columbia Avenue, expressed a concern on a road crossing safety issue on Columbia where there is a pedestrian sign, but the painting on the roadway is faded. Rachel stated that cars do not stop at the crossing, and she has almost been hit several times.

Kevin Nielsen stated that staff is currently repainting roadways, and he will make sure that this location is addressed.

Councilmember Muller suggested that they try the flag crossing method. Director Nielsen noted that they tried a pilot program, and all the flags disappeared within one day. He was open to trying it again though.

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

1. Approval of the September 3, 2013 City Council Work Session Minutes.

Motion made by Councilmember Stevens, seconded by Councilmember Seibert, to approve the September 3, 2013 City Council Work Session Minutes as presented.

Motion passed unanimously (6-0).

Consent

2. Approval of the September 4, 2013 Claims in the Amount of \$1,256,780.98; Paid by Check Number's 86816 through 86935 with Check Number's 84473 and 85624 Voided.
3. Approval of the September 11, 2013 Claims in the Amount of \$488,009.79; Paid by Check Number's 86936 through 87038 with No Check Number's Voided.

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

Review Bids

4. Consider Awarding the HVAC Maintenance and Repair Services Project to Diamond B Constructors in the Amount of \$300,000 Including Washington State Sales Tax.

Director Nielsen stated that this is unique because the amount is based off the projections from previous years' repairs and maintenance. It could be more or less, depending on what breaks. Diamond B was the apparent low bidder.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to authorize the Mayor to award the HVAC Maintenance and Repair Services Project to Diamond B Constructors in the Amount of \$300,000 Including Washington State Sales Tax. **Motion** passed unanimously (6-0).

Public Hearings

New Business

5. Consider Approving the Master Agreement and Software License Agreement with Aclara Technologies LLC.

Director Nielsen explained the need for this software. City Attorney Grant Weed discussed some contract issues. He referred to page 22 which limits Aclara's liability to the amount that the City pays them. This is a significant concession on the City's part. Staff has tried to negotiate this, but has been unsuccessful.

Motion made by Councilmember Muller, seconded by Councilmember Seibert, to authorize the Mayor to sign the Master Agreement and Software License Agreement with Aclara Technologies LLC. **Motion** passed unanimously (6-0).

6. Consider Approving the JAG/BYRNE Grant Funds to Purchase the Police Department in the Amount of \$10,663.00.

Commander Lamoureux explained that these funds are distributed by the Department of Justice to law enforcement agencies based on population. There are no requirements on the part of the city other than to spend it in specified categories. In this case, the police department will be purchasing additional Tasers and radar units for patrol cars.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve the receptions of the JAG/BYRNE Grant Funds to Purchase the Police Department in the Amount of \$10,663.00. **Motion** passed unanimously (6-0).

7. Consider the City of Marysville - Berry Farm Condo - Private Road Agreement.

City Attorney Weed explained that this was refined based on discussion that staff had with the Council. This would allow for speed enforcement by police department on the private roads at Berry Farm Condo Association. It is currently being considered by Berry Farm Condos. This was an informational item only. No action was taken.

8. Consider Approving the Supplemental Agreement No. 1 with ECCOS Design LLC to Provide for a Contract Extension through December 31, 2013.

Director Ballew explained that the spray park project design is taking longer than expected so they are requesting an extension of the agreement. No additional money is being requested.

Motion made by Councilmember Norton, seconded by Councilmember, Muller, to authorize the Mayor to sign the Supplemental Agreement No. 1 with ECCOS Design LLC to Provide for a Contract Extension through December 31, 2013. **Motion** passed unanimously (6-0).

9. Consider Approving the Coordinated Prevention Grant Agreement No. G1400098 with the State of Washington Department of Ecology.

Director Nielsen explained that this item and the next item go together and are related to recycling efforts in the City.

Councilmember Norton asked if staff anticipates cost savings to the City. Director Nielsen replied that cost savings is the goal because they will have less going to the transfer station. Staff hopes that educational efforts in the school will help in this effort.

Councilmember Vaughan asked how this worked out with commercial customers earlier. Director Nielsen noted that they saw a decrease in tonnage, but didn't track exactly how successful it was because it included some heavy weighted materials that went to another facility.

Councilmember Stevens said that Bellingham has a similar program and studies have shown that just by having the option to recycle, compliance is increased. Education is very important as well.

Motion made by Councilmember Seibert, seconded by Councilmember Stevens, to authorize the Mayor to sign the Coordinated Prevention Grant **Agreement** No. G1400098 with the State of Washington Department of Ecology. **Motion** passed unanimously (6-0).

10. Consider Approving the Professional Services Agreement with Blue Marble Environmental LLC in the Amount of \$102,100.63.

Motion made by Councilmember Seibert, seconded by Councilmember Wright, to authorize the Mayor to sign the Professional Services Agreement with Blue Marble Environmental LLC in the Amount of \$102,100.63. **Motion** passed unanimously (6-0).

Legal

Mayor's Business

11. 2013-14 Hotel Motel Committee Appointments.

- Jennifer Caveny, Holiday Inn Express
- Carol Kapua, Maryfest, Inc.
- Mary Kirkland, Downtown Merchants Association
- Mr. Lee, Village Motor Inn
- Caldie Rogers, The Greater Marysville Tulalip Chamber of Commerce

Motion made by Councilmember Stevens, seconded by Councilmember Seibert, to approve the Mayor's recommendations for the 2013-2014 Hotel Motel Committee Appointments. **Motion** passed unanimously (6-0).

Mayor's Comments:

- Sandy Langdon and her staff put in a lot of work hosting the Washington Finance Officers Association Conference this past week. There were 700 people in attendance. He had the opportunity to attend and to speak there. Sandy is very highly thought of with that group. He congratulated her for receiving an award for Washington Finance Officer of the Year.
- There was a well-attended state legislative "listening tour" that came to the City of Everett last week regarding the transportation package. A number of staff and councilmembers spoke in favor of the Marysville projects. Mayor Nehring thanked Joel Hylback and Butch Klum who also came. It is valuable to have private sector folks speaking at these events.
- Mayor Nehring and Councilmember Stevens attended Snohomish County Cities last week where the impact of trains in Edmonds and Marysville was discussed.
- Thanks to the Fire and Police departments for the 9/11 Ceremony.
- The legislators took an all-day transportation bus tour of all the proposed projects in Snohomish County. The legislators were very attentive.
- United Way Days of Caring and Marysville Days of Caring took place last week. Thanks to everybody who worked so hard to put this all together.
- He displayed a sponsor award from the Strawberry Festival for the City's many years of sponsorship and support. He stated that the award will be prominently displayed.

- DOE has given an Outstanding Performance Award for 2012 for the Wastewater Treatment Plant. Mayor Nehring commended Kevin Nielsen and the staff at the treatment plant.
- He informed everyone that there will be an informal coffee klatch tomorrow at IHOP in Smokey Point.
- Today is Gloria Hirashima's birthday.
- He recognized the LDS church for their tremendous volunteer efforts at Doleshel Park.

Staff Business

Jim Ballew:

- Happy Birthday to Gloria Hirashima.
- He thanked everyone for the recognition tonight. It is a pleasure to be with the City.
- Judy Kirchberg couldn't be here tonight, but it is her 20th year of service. He was proud to announce that Parks and Recreation has over 254 combined years of service.
- There were two teams at the Day of Caring. 40 people assisted at the Fantasy Fortress on Saturday. To date the City has doubled its volunteer hours from last year, and that was a record year. They are very impressed with what the community is doing for Marysville.
- He hopes to give Council an update on the spray park soon.

Robb Lamoureux stated that police are getting ready to do a crosswalk enforcement detail in the next few weeks. They will be sure to take a look at the Columbia location mentioned earlier under Audience Participation.

Kevin Nielsen:

- Congrats to Jim Ballew
- There will be a Public Works Committee meeting on October 4 at 2:00.
- Wal-Mart traffic seems to be good.
- He announced that the Corps wants to do a single permit for the Smokey Point Master Plan area. This is great news for the City.

Doug Buell:

- He introduced Communications Intern Danielle Mangasser from UW.
- The first Youth Council meeting of the new school year will be held on Wednesday.
- The Chamber Breakfast for Council Candidates Forum will be held on Friday. The City will be bringing a video crew.
- The Multicultural Fair will be held from 10 to 3 in Comeford Park this Saturday with food booths, performers, vendors, and presentations.
- He congratulated Jim Ballew for his 25 years with the City.

DRAFT

Sandy Langdon thanked Mayor Nehring for presenting at the WFA conference. It was a great venue, and the service was awesome at the resort.

Grant Weed congratulated Jim Ballew for his 25 years of service. He stated the need for an Executive Session expected to last 20 minute to discuss one item concerning pending litigation, one matter concerning labor negotiations, and one matter concerning purchase and sale of real estate with no action expected.

Gloria Hirashima thanked everyone for their work on the Marysville Days of Caring and the United Way kickoff event. She commended Jim Ballew for getting all the volunteer events organized and helping with the barbecue. She sadly informed the Council that the City's Confidential Legal Assistant Josie Pendergrass passed away this past week after a battle with cancer.

Call on Councilmembers

Kamille Norton:

- Congratulations to Jim Ballew for his 25 years of service.
- She agreed that the 9/11 ceremony was very nice.
- She participated in the service project at Doleshel Park a couple weeks ago. She is very excited about the park and thinks it will be a great addition to the City.

Steve Muller congratulated Jim Ballew. He informed everyone that he will miss council meetings on October 7th and 14 due to being out of town.

Michael Stevens:

- He attended the Wal-Mart grand opening.
- Snohomish County Cities was a great venue to express the potential transportation needs that will be enhanced when the trains start rolling. At the end of the meeting County Executive Lovick spoke to some of the same issues and invited everyone to hear the reading of his first Budget Address to the County Council at 11:30 at the Council Chambers in Everett.
- He congratulated Jim Ballew on his 25-year service award.
- Congratulations to Sandy Langdon on her award.

Jeff Seibert:

- Congratulations to Jim Ballew on 25 years.
- Congratulations to Sandy for her successful finance conference.
- Happy Birthday to Gloria Hirashima.
- Congratulations to Kevin Nielsen on the Master Plan Area.

Donna Wright echoed Councilmember Seibert's comments.

Jeff Vaughan stated he was impressed with the number of volunteer hours in the community. He commended the leadership efforts in the City.

DRAFT

Council recessed into Executive Session at 8:35 p.m. to discuss one item concerning pending litigation, one matter concerning labor negotiations, and one matter concerning the purchase and sale of real estate with no action expected.

Executive Session

- A. Litigation – one item, per RCW 42.30.110 (1)(i)
- B. Personnel – one item, per RCW 42.30.140 (4)(a)
- C. Real Estate – one item, per RCW 42.30.110(1)(b)

Council reconvened into regular session at 8:55 p.m.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:55 p.m.

Approved this _____ day of _____, 2013.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 14, 2013

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **September 18, 2013** claims in the amount of **\$431,415.79** paid by **Check No.'s 87039 through 87196 with Check No. 81198 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-9

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$431,415.79 PAID BY CHECK NO.'S 87039 THROUGH 87196 WITH CHECK NO. 81198 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14th DAY OF OCTOBER 2013.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 9/12/2013 TO 9/18/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
87039	REVENUE, DEPT OF	SALES AND USE TAXES-AUGUST 201	CITY CLERK	0.08
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	2.39
	REVENUE, DEPT OF		POLICE ADMINISTRATION	23.03
	REVENUE, DEPT OF		INFORMATION SERVICES	58.65
	REVENUE, DEPT OF		GENERAL FUND	87.74
	REVENUE, DEPT OF		RECREATION SERVICES	272.26
	REVENUE, DEPT OF		DRUG ENFORCEMENT	447.89
	REVENUE, DEPT OF		WATER/SEWER OPERATION	669.18
	REVENUE, DEPT OF		PRO-SHOP	680.06
	REVENUE, DEPT OF		ER&R	721.65
	REVENUE, DEPT OF		STORM DRAINAGE	5,049.64
	REVENUE, DEPT OF		GOLF COURSE	12,419.29
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	29,546.78
	REVENUE, DEPT OF		UTIL ADMIN	66,427.24
87040	AAPP	POLYGRAPH DUES-KING, J	POLICE PATROL	125.00
87041	ABRA AUTO BODY & GLA	UB 420200000001 16129 SMOKEY P	WATER/SEWER OPERATION	1,209.78
	ABRA AUTO BODY & GLA		WATER/SEWER OPERATION	1,229.76
87042	ACE EQUIPMENT RENTAL	ROLLER RENTAL	ROADWAY MAINTENANCE	1,058.85
87043	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	43.33
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	77.92
	ADVANTAGE BUILDING S		COMMUNITY CENTER	383.17
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	463.65
	ADVANTAGE BUILDING S		ADMIN FACILITIES	619.00
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	695.75
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	829.31
	ADVANTAGE BUILDING S		COURT FACILITIES	1,091.50
	ADVANTAGE BUILDING S		UTIL ADMIN	1,185.92
87044	AFTS	REMITTANCE PROCESSING	UTILITY BILLING	870.66
	AFTS	WEB PAYMENT SERVICES	UTILITY BILLING	1,072.00
	AFTS	BILL PRINTING SERVICES	UTILITY BILLING	8,397.48
87045	ALBERTSONS	PARKS AND REC/KBCC SUPPLIES	COMMUNITY CENTER	20.02
	ALBERTSONS		PARK & RECREATION FAC	68.57
	ALBERTSONS		RECREATION SERVICES	86.05
87046	ALL BATTERY SALES &	BATTERIES	ER&R	196.96
87047	ALLWEST UNDERGROUND	BACK PLUGS	STORM DRAINAGE	1,611.12
87048	AMERICAN CLEANERS	DRY CLEANING	POLICE INVESTIGATION	9.23
	AMERICAN CLEANERS		POLICE PATROL	13.02
	AMERICAN CLEANERS		DETENTION & CORRECTION	32.56
	AMERICAN CLEANERS		POLICE ADMINISTRATION	33.06
	AMERICAN CLEANERS		OFFICE OPERATIONS	41.27
87049	AMERICAN PLANNING	APA PLANNING CONFERENCE-HESS,	COMMUNITY DEVELOPMENT-	275.00
87050	AMSAN SEATTLE	DEGREASER	ER&R	267.07
87051	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	19.84
87052	BANK OF AMERICA	MEAL REIMBURSEMENT	RECREATION SERVICES	29.88
87053	BANK OF AMERICA	CONFERENCE REGISTRATION REIMBU	PERSONNEL ADMINISTRATIOI	62.15
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	355.00
87054	BANK OF AMERICA	CERTIFICATE REIMBURSEMENT	COMPUTER SERVICES	419.00
87055	BANK OF AMERICA	TRAVEL REIMBURSEMENT	EQUIPMENT RENTAL	839.22
	BANK OF AMERICA		UTIL ADMIN	839.22
87056	BERGER/ABAM ENGR	PROFESSIONAL SERVICES-156TH/LA	ROADS/STREETS CONSTRUC	6,298.97
87057	BLUMENTHAL UNIFORMS	UNIFORM-JONES, C	POLICE PATROL	773.82
87058	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	979.19
87059	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,465.00
87060	BREWER, MARTY	USED GOLF BALLS	GOLF COURSE	265.00
87061	BRIM TRACTOR	FUEL FILTERS	ER&R	50.35
87062	CAPTAIN DIZZYS EXXON	CAR WASHES	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		ANIMAL CONTROL	9.00
	CAPTAIN DIZZYS EXXON		POLICE PATROL	99.00
87063	CARRS ACE	WIPES AND BOLTS	STORM DRAINAGE	7.31
	CARRS ACE	TRIMMER LINE	SEWER LIFT STATION	23.87

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87063	CARRS ACE	INSECT REPELLENT	ER&R	76.20
	CARRS ACE	PADLOCKS (30)	ER&R	384.12
	CARRS ACE		ER&R	458.61
87064	CEMEX	ASPHALT	ROADWAY MAINTENANCE	207.08
	CEMEX		SEWER MAIN COLLECTION	346.73
	CEMEX		ROADWAY MAINTENANCE	348.80
87065	CENTRAL WELDING SUPP	SAFETY GLASSES AND MESH VESTS	ER&R	136.40
87066	CENTURY MANUFACTURIN	HERBICIDE	CITY STREETS	-29.84
	CENTURY MANUFACTURIN		ROADSIDE VEGETATION	376.80
87067	CERTIFIED LAB	PENETRATING OIL	MAINTENANCE	206.01
87068	CHUCKANUT GOLF CARS	GOLF CART RENTAL	PRO-SHOP	760.00
	CHUCKANUT GOLF CARS		PRO-SHOP	1,140.00
87069	CLEAR IMAGE PHOTOGRA	COUNCIL PORTRAITS	CITY COUNCIL	90.33
87070	CNR, INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,355.79
87071	COOP SUPPLY	BUNGEE CORDS	PARK & RECREATION FAC	5.82
	COOP SUPPLY	TRASHBAGS	ANIMAL CONTROL	9.76
	COOP SUPPLY	PRUNER AND STAKES	PARK & RECREATION FAC	16.27
	COOP SUPPLY	FORKS, CULTIVATOR AND BAR OIL	STORM DRAINAGE	116.15
	COOP SUPPLY	GRASS SEED	SIDEWALKS CONSTRUCTION	121.61
	COOP SUPPLY	LOPPER AND PRUNER	PARK & RECREATION FAC	170.48
	COOP SUPPLY	MARKING LIME	RECREATION SERVICES	260.12
87072	CORPORATE OFFICE SPL	JANITORIAL SUPPLIES	ER&R	308.21
87073	CUZ CONCRETE PROD	CONCRETE RISERS	STORM DRAINAGE MAINTEN/	163.16
87074	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	LEGAL - PROSECUTION	11.19
	DB SECURE SHRED		EXECUTIVE ADMIN	11.20
87075	DEPT OF ENT SRVCS	WATCHGUARD LICENSE RENEWAL	COMPUTER SERVICES	4,925.85
87076	DICKS TOWING	TOWING EXPENSE-MP13-6159	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-6192	POLICE PATROL	43.44
87077	DONNELSON ELECTRIC	ELEC PERMIT FEE REFUND	GENERAL FUND	9.00
	DONNELSON ELECTRIC		COMMUNITY DEVELOPMENT	400.00
87078	DUNLAP INDUSTRIAL	STEEL BLADE	ADMIN FACILITIES	49.09
87079	DYNAMIC BRANDS, LLC	GOLF BAGS (2)	GOLF COURSE	152.00
87080	E&E LUMBER	BUG SPRAY	ADMIN FACILITIES	5.31
	E&E LUMBER	CEMENT AND ADAPTER	SIDEWALKS CONSTRUCTION	5.60
	E&E LUMBER	CAPS	PARK & RECREATION FAC	6.46
	E&E LUMBER	DRAIN OUT	MAINT OF GENL PLANT	8.49
	E&E LUMBER	LOUVER	MAINT OF GENL PLANT	9.55
	E&E LUMBER	LAMPS	DETENTION & CORRECTION	10.63
	E&E LUMBER	PAINT	PARK & RECREATION FAC	15.95
	E&E LUMBER	DEGREASER	PARK & RECREATION FAC	29.78
	E&E LUMBER	ADHESIVE AND CAULKING	ADMIN FACILITIES	33.14
	E&E LUMBER	STAKES	PARK & RECREATION FAC	33.95
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	35.95
	E&E LUMBER	TAPE, SPACKLE AND SAND PAPER	MAINT OF GENL PLANT	45.71
	E&E LUMBER	PLASTIC SHEETING	STORM DRAINAGE	98.96
	E&E LUMBER		ROADWAY MAINTENANCE	98.97
	E&E LUMBER	CLEANER, PROPANE, TORCH KIT AN	ER&R	290.22
87081	EAST JORDAN IRON WOR	BASIN FRAMES	STORM DRAINAGE MAINTEN/	326.13
	EAST JORDAN IRON WOR	VALVE BOX TOPS	WATER/SEWER OPERATION	512.86
	EAST JORDAN IRON WOR	VALVE BOX BOTTOMS	WATER/SEWER OPERATION	559.72
87082	ECCOS DESIGN LLC	SPRAY PARK ILLUSTRATIVE GRAPHI	GMA-PARKS	2,592.50
87083	ECOLOGY, DEPT. OF	BIOSOLIDS PERMIT FEES-1ST HALF	UTIL ADMIN	3,153.80
87084	EDGE ANALYTICAL	WATER QUALITY TESTING	WATER CAPITAL PROJECTS	427.00
	EDGE ANALYTICAL		WATER CAPITAL PROJECTS	427.00
	EDGE ANALYTICAL		WATER CAPITAL PROJECTS	440.00
	EDGE ANALYTICAL		WATER CAPITAL PROJECTS	689.00
87085	EMPLOYMENT SECURITY	WORK HISTORY RESEARCH	POLICE PATROL	9.50
87086	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	15,000.00
87087	FINE LINE INSTRUMENT	MAINTENANCE KIT	WASTE WATER TREATMENT F	982.17
87088	GENE'S PLUMBING	SINK DRAIN REPAIR	WASTE WATER TREATMENT F	143.35
	GENE'S PLUMBING	DRAIN LINE REPAIR	PUBLIC SAFETY BLDG.	248.97

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87088	GENE'S PLUMBING	DRINKING FOUNTAIN REPLACEMENT	COMMUNITY CENTER	923.10
87089	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,297.06
87090	GOLDMAN, JEFF	REIMBURSE POLYGRAPH DUES	POLICE ADMINISTRATION	60.00
87091	GOTCHA PEST CONTROL	PEST CONTROL	PARK & RECREATION FAC	434.40
87092	GOULD, ANITA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87093	GRACE ACADEMY		GENERAL FUND	100.00
87094	GRANITE CONST	PAY ESTIMATE #1	GMA - STREET	42,278.56
87095	GRAYBAR ELECTRIC CO	LABEL MATERIAL	STREET LIGHTING	142.55
87096	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	937.50
87097	GROUP HEALTH	DOT PHYSICAL (2)	GENERAL SERVICES - OVERH	75.00
	GROUP HEALTH		UTIL ADMIN	150.00
	GROUP HEALTH	PRE-EMPLOYMENT SERVICES	POLICE ADMINISTRATION	1,208.00
87098	HACH COMPANY	SUN SHIELDS	WASTE WATER TREATMENT F	1,282.29
87099	HD FOWLER COMPANY	CONDUIT AND CEMENT	STREET LIGHTING	216.85
	HD FOWLER COMPANY	MEASURING WHEELS	ER&R	240.42
	HD FOWLER COMPANY	MARKING PAINT	ER&R	306.52
	HD FOWLER COMPANY	DRAIN FIELD FABRIC	STORM DRAINAGE	499.93
	HD FOWLER COMPANY	RESETTERS	WATER/SEWER OPERATION	502.17
	HD FOWLER COMPANY	CONCRETE FERNCO AND ROAD FABRI	STORM DRAINAGE	1,100.57
87100	HEALTH FIRST CHIOPR	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87101	HELENA CHEMICAL CO	FERTILIZERS	MAINTENANCE	976.08
87102	HERTZ EQUIPMENT RENT	PUMP RENTAL	SOURCE OF SUPPLY	325.42
	HERTZ EQUIPMENT RENT	EXCAVATOR RENTAL	FACILITY REPLACEMENT	781.38
	HERTZ EQUIPMENT RENT	SOD CUTTER AND BUCKET	STREET LIGHTING	847.19
87103	HESS, AMY	REIMBURSE MILEAGE	CITY CLERK	8.15
87104	INFORMATION SERVICES	IGN MONTHLY CHARGE	OFFICE OPERATIONS	195.00
87105	INT'L CODE COUNCIL	MEMBERSHIP DUES-DORCAS	COMMUNITY DEVELOPMENT-	125.00
87106	IRON MOUNTAIN	ROCK	STORM DRAINAGE	285.74
87107	JERNIGAN, TAMMY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87108	JONES & CO. PETS	K-9 DOG FOOD	K9 PROGRAM	561.34
87109	KEHRES, MARGI	REFUND CLASS FEES	PARKS-RECREATION	17.00
87110	KIDZ LOVE SOCCER	INSTRUCTOR SERVICES	RECREATION SERVICES	784.00
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,008.00
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,064.00
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,120.00
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,323.00
87111	KIM, JAMIE S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	90.00
	KIM, JAMIE S.		LEGAL - PUBLIC DEFENSE	600.00
87112	LAKE INDUSTRIES	FILL HAULED IN	STORM DRAINAGE	20.00
	LAKE INDUSTRIES		ROADSIDE VEGETATION	20.00
	LAKE INDUSTRIES	ASPHALT DEBRIS	STORM DRAINAGE	30.00
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	30.00
	LAKE INDUSTRIES	FILL HAULED IN	STORM DRAINAGE	32.00
	LAKE INDUSTRIES		ROADSIDE VEGETATION	32.00
	LAKE INDUSTRIES		STORM DRAINAGE	160.00
	LAKE INDUSTRIES		ROADSIDE VEGETATION	160.00
	LAKE INDUSTRIES		SIDEWALKS CONSTRUCTION	300.00
87113	LAKE STEVEN, CITY	PROFESSIONAL SERVICES-HWY 9	NON-DEPARTMENTAL	375.00
87114	LAVA MARKETING GROUP	RANGE FINDER	GOLF COURSE	214.71
87115	LICENSING, DEPT OF	KINSFATHER, MELANIE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PRILLER, COLLIN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SHUMSKI, JEFFERY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	STEBAKOVA, BRADDELEY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WALKER, SUZANNE (ORIGINAL)	GENERAL FUND	18.00
87116	LINKS TURF SUPPLY	GLOVES	MAINTENANCE	34.75
87117	LOWES HIW INC	UNDERLAY, FLOOR, PULL AND SPACE	ADMIN FACILITIES	78.52
87118	MAGANA, JAZMIN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87119	MAPLES, JAMES	REIMBURSE TRAINING EXPENSE	POLICE TRAINING-FIREARMS	159.88

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/12/2013 TO 9/18/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
87120	MARYSVILLE COURT	8/2/13 COURT DEPOSIT SENT TO W	GENERAL FUND	750.00
87121	MARYSVILLE PAINT	PAINT	MAINT OF GENL PLANT	286.24
87122	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	20.94
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVENU	MAINT OF GENL PLANT	25.46
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	66.46
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH & I5 IRRIG	PARK & RECREATION FAC	95.80
	MARYSVILLE, CITY OF	UTILITY SERVICE-316 CEDAR AVEN	PARK & RECREATION FAC	98.99
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	109.47
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVEN	PARK & RECREATION FAC	111.41
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	139.67
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	186.13
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVENU	PARK & RECREATION FAC	220.54
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVEN	COMMUNITY CENTER	632.17
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	662.63
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	738.14
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-1326 1ST STREE	STORM DRAINAGE	876.33
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	WASTE WATER TREATMENT F	1,391.85
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	1,749.47
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,848.27
	MARYSVILLE, CITY OF	UTILITY SERVICE-1ST STREET & S	PARK & RECREATION FAC	4,195.60
87123	MAUL FOSTER & ALONGI	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT-	1,720.00
87124	MCLOUGHLIN & EARDLEY	STROBE LIGHT BARS	ER&R	-30.93
	MCLOUGHLIN & EARDLEY		ER&R	390.62
87125	MCNEILUS TRUCK & MFG	GRAB BELT	ER&R	183.90
87126	MT BAKER CABLE LLC	REPAIR DAMAGED LINES	STORM DRAINAGE	6,787.50
87127	MURRAY, SMITH & ASSO	SERVICES PERFORMED-SUNNYSIDE W	WATER CAPITAL PROJECTS	5,100.70
87128	NATIONAL BARRICADE	SIGNS (20)	ROADWAY MAINTENANCE	838.72
	NATIONAL BARRICADE	TRAILER RENTAL	ROADWAY MAINTENANCE	1,430.81
	NATIONAL BARRICADE	TRAILER RENTAL AND REPROGRAMMI	ROADWAY MAINTENANCE	1,430.81
	NATIONAL BARRICADE	SIGNS (40)	TRANSPORTATION MANAGEM	2,028.10
	NATIONAL BARRICADE	BARRELL W/BASES RENTAL	ROADWAY MAINTENANCE	2,080.29
87129	NELSON PETROLEUM	FUEL CONSUMED	MAINTENANCE	1,161.40
	NELSON PETROLEUM		MAINTENANCE	1,734.24
87130	NEWMAN TRAFFIC SIGNS	ARROWS AND SYMBOLS FOR SIGN SH	CITY STREETS	-192.69
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	2,433.29
87131	NORTH SOUND HOSE	PUMP ADAPTERS	SOURCE OF SUPPLY	29.18
87132	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	835.50
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,373.00
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT F	3,214.69
87133	NORTHWEST CASCADE	HONEY BUCKET	PUMPING PLANT	164.50
87134	NRPA	MEMBERSHIP RENEWAL (3)	PARK & RECREATION FAC	390.00
87135	O'BRIEN, APRIL	REIMBURSE CANVAS PRINT PURCHAS	UTILITY BILLING	115.09
87136	OCCUPATIONAL HEALTH	PRE-EMPLOYMENT SERVICES	POLICE ADMINISTRATION	259.50
87137	OFFICE DEPOT	DVDS AND DVD CASES CREDIT	UTILITY BILLING	-42.62
	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	11.65
	OFFICE DEPOT		OFFICE OPERATIONS	21.14
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	21.73
	OFFICE DEPOT		POLICE PATROL	24.54
	OFFICE DEPOT		EXECUTIVE ADMIN	55.05
	OFFICE DEPOT		POLICE INVESTIGATION	73.62
	OFFICE DEPOT		UTILITY BILLING	81.02
	OFFICE DEPOT		LEGAL-GENL	104.77
	OFFICE DEPOT		TRANSPORTATION MANAGEM	118.41
	OFFICE DEPOT		EXECUTIVE ADMIN	126.95
	OFFICE DEPOT		FINANCE-GENL	129.55
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	139.47
	OFFICE DEPOT		POLICE PATROL	144.92
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	154.99
	OFFICE DEPOT		POLICE PATROL	247.12

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 9/12/2013 TO 9/18/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
87137	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	249.69
	OFFICE DEPOT		UTILITY BILLING	361.16
87138	PACIFIC PLUMBING	FAUCET	UTIL ADMIN	39.76
87139	PACIFIC POWER PROD.	22" BLADES	PARK & RECREATION FAC	158.27
	PACIFIC POWER PROD.	TOGGLE SWITCH AND CABLES	PARK & RECREATION FAC	190.98
	PACIFIC POWER PROD.	SPINDLE ASSEMBLY	PARK & RECREATION FAC	221.79
	PACIFIC POWER PROD.	WINDSHIELD KITS	MAINTENANCE	256.66
	PACIFIC POWER PROD.	CLUTCH ASSEMBLY AND CARBURATOR	MAINTENANCE	536.83
87140	PARTS STORE, THE	CORE REFUND	MAINTENANCE	-32.58
	PARTS STORE, THE		MAINTENANCE	-13.03
	PARTS STORE, THE	HOSE ENDS AND HYDRAULIC HOSE	PARK & RECREATION FAC	117.09
	PARTS STORE, THE	OIL FILTERS, ANTIFREEZE AND CA	ER&R	134.89
	PARTS STORE, THE	AIR FILTERS AND OIL FILTERS	MAINTENANCE	141.61
	PARTS STORE, THE	FUEL PUMP ASSEMBLY	EQUIPMENT RENTAL	333.75
	PARTS STORE, THE	TIE ROD ENDS AND TRACK BAR	EQUIPMENT RENTAL	417.10
87141	PHELPS, ED	REIMBURSE CDL ENDORSEMENT FEES	PARK & RECREATION FAC	85.00
87142	PING	METAL WOODS	GOLF COURSE	106.48
87143	PLATT	LIGHT FIXTURES	ADMIN FACILITIES	180.47
87144	PREFERRED ELECTRIC	CONNECT AIR DRYER-LAGOON	WASTE WATER TREATMENT F	1,552.73
87145	PRIEST POINT GROCERY	BUSINESS LICENSE REFUND	GENL FUND BUS LIC & PERMI	50.00
87146	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	33.35
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	39.72
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	73.83
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	94.62
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	227.56
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	1,388.24
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	1,482.74
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,965.74
87147	PUGET SOUND SECURITY	CAM LOCK	PUBLIC SAFETY BLDG.	10.84
87148	REECE TRUCKING	RELEASE RETAINAGE	UTILITY CONSTRUCTION	26,842.01
87149	RICOH USA, INC.	PRINTER/COPIER METER READS	WASTE WATER TREATMENT F	5.07
	RICOH USA, INC.		PROBATION	7.48
	RICOH USA, INC.		MAINTENANCE	9.60
	RICOH USA, INC.		GENERAL SERVICES - OVERF	12.50
	RICOH USA, INC.		COMMUNITY CENTER	18.13
	RICOH USA, INC.		UTILITY BILLING	20.64
	RICOH USA, INC.		CITY CLERK	23.02
	RICOH USA, INC.		FINANCE-GENL	23.02
	RICOH USA, INC.	TONER CARTRIDGE	UTIL ADMIN	24.43
	RICOH USA, INC.		ENGR-GENL	24.44
	RICOH USA, INC.	PRINTER/COPIER METER READS	PARK & RECREATION FAC	26.80
	RICOH USA, INC.		MUNICIPAL COURTS	61.08
	RICOH USA, INC.		POLICE PATROL	72.05
	RICOH USA, INC.		PERSONNEL ADMINISTRATIOI	85.00
	RICOH USA, INC.		ENGR-GENL	108.78
	RICOH USA, INC.		LEGAL - PROSECUTION	117.40
	RICOH USA, INC.		EXECUTIVE ADMIN	123.75
	RICOH USA, INC.		DETENTION & CORRECTION	128.56
	RICOH USA, INC.		UTIL ADMIN	189.65
	RICOH USA, INC.		POLICE INVESTIGATION	220.90
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	273.52
	RICOH USA, INC.		OFFICE OPERATIONS	1,217.68
87150	RICOH USA, INC.	PRINTER	PARK & RECREATION FAC	249.06
87151	ROBINSON, MIKE	REIMBURSE WATER/GATORADE PURCH	PARK & RECREATION FAC	44.54
87152	RODDA	PAINT AND PAINT BRUSH	MAINT OF GENL PLANT	71.95
87153	RODELAS-KENT,BRITTAN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87154	RONGERUDE, JOHN	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
87155	RYAN HERCO PRODUCTS	PVC AND CONNECTOR	WATER QUAL TREATMENT	29.19
87156	SAFEWAY INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	15.00
87157	SIGARMS	WEAPONS	GENERAL FUND	-339.53
	SIGARMS	Item 3 - 7	POLICE TRAINING-FIREARMS	4,287.53

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/12/2013 TO 9/18/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
87158	SMITH, ROBB	REIMBURSE CDL ENDORSEMENT FEES	GENERAL SERVICES - OVERH	85.00
87159	SMOKEY POINT CONCRET	PIT RUN	SOURCE OF SUPPLY	692.15
	SMOKEY POINT CONCRET		SOURCE OF SUPPLY	1,493.13
87160	SNO CO ECON DEV COUN	GOOD MORNING SNO CO W/D BURKE	CITY COUNCIL	25.00
	SNO CO ECON DEV COUN	3RD ANNUAL SUMMER NETWORKING	CITY COUNCIL	35.00
87161	SNO CO PUBLIC WORKS	MARYSVILLE AID AGREEMENT-RR605	TRAFFIC CONTROL DEVICES	2,111.00
87162	SNO CO TREASURER	INMATE HOUSING-AUGUST 2013	DETENTION & CORRECTION	43,828.27
87163	SNO CO TREASURER	MAPS	ENGR-GENL	177.00
87164	SONITROL	SECURITY SERVICE	PUBLIC SAFETY BLDG.	97.00
	SONITROL		PARK & RECREATION FAC	128.00
	SONITROL		COMMUNITY CENTER	138.00
	SONITROL		WATER FILTRATION PLANT	238.25
	SONITROL		WASTE WATER TREATMENT F	238.41
	SONITROL		ADMIN FACILITIES	323.00
	SONITROL		UTIL ADMIN	406.00
87165	SOUND POWER	REPAIR HONDA TRIMMER	STORM DRAINAGE	36.75
	SOUND POWER		ROADSIDE VEGETATION	36.76
	SOUND POWER	REPAIR HEDGE TRIMMER	ROADSIDE VEGETATION	38.01
	SOUND POWER	REPAIR POLE SAW	ROADSIDE VEGETATION	135.58
	SOUND POWER	SCISSOR LIFT RENTAL	PARK & RECREATION FAC	146.61
	SOUND POWER	REPAIR HUSKY LINE TRIMMER	ROADSIDE VEGETATION	150.26
	SOUND POWER	REPAIR/TUNE ASPHALT SAW	ROADWAY MAINTENANCE	150.90
	SOUND POWER	POWER WHEEL BARROW RENTAL	STORM DRAINAGE	434.40
87166	SOUND SAFETY	SAFETY VEST-HERZOG, R	COMMUNITY DEVELOPMENT-	50.29
	SOUND SAFETY	EARPLUGS	ER&R	57.74
	SOUND SAFETY	JEANS-HAYES, J	GENERAL SERVICES - OVERH	74.15
	SOUND SAFETY	GLOVES	ER&R	138.47
	SOUND SAFETY		ER&R	138.47
	SOUND SAFETY	JEANS AND BOOTS-MOORE, S	COMMUNITY DEVELOPMENT-	188.04
	SOUND SAFETY	EARPLUGS AND GLOVES	ER&R	247.33
	SOUND SAFETY	EARPLUGS	ER&R	276.93
87167	SPECIALTY CIGARS	CIGARS	GOLF COURSE	240.55
87168	SPRINGBROOK NURSERY	TOPSOIL	SIDEWALKS CONSTRUCTION	50.08
	SPRINGBROOK NURSERY		SIDEWALKS CONSTRUCTION	200.32
	SPRINGBROOK NURSERY		SIDEWALKS CONSTRUCTION	200.32
	SPRINGBROOK NURSERY	DUMP FEES	PARK & RECREATION FAC	288.00
87169	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIO	150.00
87170	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	412.50
87171	STEVENS, MICHAEL A.	REIMBURSE MILEAGE	CITY COUNCIL	43.05
87172	STILLAGUAMISH TRIBAL	BAIL POSTED	GENERAL FUND	500.00
87173	STRATEGIES 360	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	1,875.00
	STRATEGIES 360		GENERAL SERVICES - MAINTI	2,250.00
	STRATEGIES 360		UTIL ADMIN	3,375.00
87174	TAYLOR, IRIS	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87175	TAYLORMADE	PROMO CREDIT	GOLF COURSE	-264.00
	TAYLORMADE	DRIVER	GOLF COURSE	143.09
	TAYLORMADE		GOLF COURSE	303.44
87176	TITLEIST	GOLF BALLS	GOLF COURSE	1,215.37
87177	TOSTENRUDE, MISTY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87178	TRANSPORTATION, DEPT	PROJECT COSTS	GMA - STREET	32.23
	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	2,049.04
87179	TRUE LINKSWEAR	GOLF SHOES	GOLF COURSE	109.98
87180	TULALIP CHAMBER	BREAKFAST BEFORE HOURS (5)	EXECUTIVE ADMIN	23.00
	TULALIP CHAMBER		CITY COUNCIL	92.00
87181	UNDERWOOD, CAROL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87182	UNITED PARCEL SERVIC	SHIPPING EXPENSE	ENGR-GENL	10.39
	UNITED PARCEL SERVIC		POLICE PATROL	46.97
87183	UNITED WAY	SPIRIT BREAKFAST (10)	EXECUTIVE ADMIN	300.00
87184	VERIZON/FRONTIER	WIRELESS CHARGES	SOLID WASTE CUSTOMER EX	22.43
	VERIZON/FRONTIER		CRIME PREVENTION	24.67
	VERIZON/FRONTIER		ANIMAL CONTROL	24.67

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/12/2013 TO 9/18/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
87184	VERIZON/FRONTIER	WIRELESS CHARGES	LEGAL-GENL	40.01
	VERIZON/FRONTIER		UTILITY BILLING	44.86
	VERIZON/FRONTIER		GOLF ADMINISTRATION	44.86
	VERIZON/FRONTIER		EQUIPMENT RENTAL	44.86
	VERIZON/FRONTIER		FACILITY MAINTENANCE	44.86
	VERIZON/FRONTIER		YOUTH SERVICES	49.34
	VERIZON/FRONTIER		FINANCE-GENL	54.23
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.23
	VERIZON/FRONTIER		OFFICE OPERATIONS	98.68
	VERIZON/FRONTIER		LEGAL - PROSECUTION	108.46
	VERIZON/FRONTIER		PARK & RECREATION FAC	121.52
	VERIZON/FRONTIER		COMPUTER SERVICES	125.35
	VERIZON/FRONTIER		EXECUTIVE ADMIN	139.10
	VERIZON/FRONTIER		RECREATION SERVICES	166.38
	VERIZON/FRONTIER		DETENTION & CORRECTION	172.69
	VERIZON/FRONTIER		ENGR-GENL	206.39
	VERIZON/FRONTIER		POLICE INVESTIGATION	211.40
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	219.55
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	234.68
	VERIZON/FRONTIER		STORM DRAINAGE	241.88
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	345.82
	VERIZON/FRONTIER		POLICE ADMINISTRATION	433.57
	VERIZON/FRONTIER		UTIL ADMIN	938.94
	VERIZON/FRONTIER		POLICE PATROL	2,734.83
87185	VERIZON/FRONTIER	ACCT #36065150331108105	EXECUTIVE ADMIN	23.42
	VERIZON/FRONTIER	ACCT #36065894930725005	POLICE INVESTIGATION	31.10
	VERIZON/FRONTIER	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	55.89
	VERIZON/FRONTIER	ACCT #36065891800622955	LIBRARY-GENL	60.83
	VERIZON/FRONTIER	ACCT #36065894930725005	RECREATION SERVICES	86.60
	VERIZON/FRONTIER	ACCT #36065852920604075	MUNICIPAL COURTS	103.30
87186	VINYL SIGNS & BANNER	SPECIAL EVENT CORRUGATED BLANK	RECREATION SERVICES	22.81
	VINYL SIGNS & BANNER	PANEL SIGNAGE	PARK & RECREATION FAC	955.68
87187	WACE	WACE MEMBERSHIP DUES-ROCHON	COMMUNITY DEVELOPMENT-	40.00
87188	WEBCHECK	WEBCHECK SERVICES-AUGUST 2013	UTILITY BILLING	915.00
87189	WEED GRAAFSTRA	FORFEITURES-AUGUST 2013	POLICE INVESTIGATION	697.00
87190	WESTERN PETERBILT	RETURN STOPLIGHT SWITCH	EQUIPMENT RENTAL	-20.44
	WESTERN PETERBILT	STOPLIGHT SWITCH	EQUIPMENT RENTAL	20.44
	WESTERN PETERBILT	PRESSURE SWITCH	EQUIPMENT RENTAL	32.05
87191	WILLIAMS, KIM	REFUND CLASS FEES	PARKS-RECREATION	17.00
87192	WOGUE, CHESTER	USED GOLF BALLS	GOLF COURSE	200.00
87193	YAMAHA MOTOR CORP	GOLF CART RENTAL	PRO-SHOP	1,164.61
87194	YMCA	POOL USEAGE FEES-REC EXPRESS	RECREATION SERVICES	150.00
87195	YRC INC.	CRT PUMP	WASTE WATER TREATMENT F	261.75
87196	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	PARK & RECREATION FAC	180.10

WARRANT TOTAL: 431,706.73

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

CHECK # 81198 WRONG VENDOR (290.94)

431,415.79

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 14, 2013

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

Please see attached.

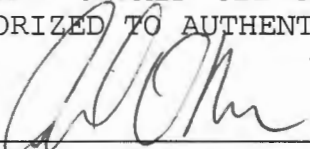
RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **September 25, 2013** claims in the amount of **\$1,243,642.57** paid by **Check No.'s 87197 through 87344 with Check No. 86251 voided.**

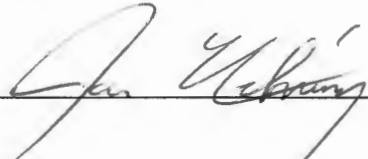
COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-9

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIMS IN THE AMOUNT OF \$1,243,642.57 PAID BY CHECK NO.'S 87197 THROUGH 87344 WITH CHECK NO. 86251 VOIDED ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.



AUDITING OFFICER 9.25-13
DATE



MAYOR 9/25/13
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED CLAIMS ON THIS 14th DAY OF OCTOBER 2013.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/19/2013 TO 9/25/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
87197	ADVANTAGE BUILDING S	JANITORIAL SERVICES	COMMUNITY CENTER	100.00
87198	ALPHA GRAPHICS	RAIN GARDEN HANDBOOKS	STORM DRAINAGE	1,125.11
87199	AQT CLEANING	WINDOW CLEANING	MAINT OF GENL PLANT	221.54
87200	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.91
	ARAMARK UNIFORM		EQUIPMENT RENTAL	19.84
87201	ARLINGTON HARDWARE	SHORTS AND COAT-LEWIS	FACILITY MAINTENANCE	114.01
87202	ARNS, TONY & JOSLYN^	UB 986523000000 6523 32ND PL N	WATER/SEWER OPERATION	180.95
87203	BADGLEY, TAMMY	UB 987226000000 7226 35TH ST N	WATER/SEWER OPERATION	87.87
87204	BALLARD, STEVE & GRE	UB 040770000000 9015 60TH DR N	WATER/SEWER OPERATION	134.71
87205	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	735.89
87206	BARNETT IMPLEMENT	CONCRETE SAW	WATER SERVICE INSTALL	1,498.57
87207	BICKFORD FORD	ENGINE FAN AND RELAY	EQUIPMENT RENTAL	369.74
87208	BLUMENTHAL UNIFORMS	NIK KITS	POLICE PATROL	289.96
87209	BORN, EUGENE	UB 849000107000 7205 GROVE ST	WATER/SEWER OPERATION	25.79
87210	BRENAN, TIMOTHY	UB 980490900000 4909 61ST DR N	GARBAGE	148.49
87211	BRINKS INC	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	105.66
	BRINKS INC		UTIL ADMIN	105.66
	BRINKS INC		GOLF ADMINISTRATION	182.31
	BRINKS INC		UTILITY BILLING	185.72
	BRINKS INC		POLICE ADMINISTRATION	345.83
	BRINKS INC		MUNICIPAL COURTS	345.83
87212	BRYANT, ALAN	UB 049101000000 9101 76TH AVE	WATER/SEWER OPERATION	24.64
87213	BUD BARTON'S GLASS	WINDOW REPLACEMENT-LIBRARY	LIBRARY-GENL	374.31
87214	CAMPBELL, MATTHEW	UB 986122000001 6122 51ST ST N	GARBAGE	174.53
87215	CARRS ACE	PVC BUSHING AND ELL	WATER QUAL TREATMENT	7.34
87216	CARVER, VICKI	INSTRUCTOR SERVICES	RECREATION SERVICES	84.60
	CARVER, VICKI		RECREATION SERVICES	84.60
	CARVER, VICKI		RECREATION SERVICES	112.80
	CARVER, VICKI		RECREATION SERVICES	112.80
87217	CATHOLIC COMMUNITY	CDBG-VOLUNTEER CHORE SERVICES	COMMUNITY DEVELOPMENT-	5,000.00
87218	COMMERCE DEPT OF	DRINKING WATER STATE REVOLVING	ENTERPRISE D/S	36,695.64
	COMMERCE DEPT OF		ENTERPRISE D/S	222,397.82
87219	COMMERCIAL FIRE	FIRE EXTINGUISHER RECHARGE	ER&R	49.38
87220	CORPORATE OFFICE SPL	JANITORIAL SUPPLIES	ER&R	191.03
87221	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,180.46
87222	CRAMER, JACKIE & DAV	UB 450890000001 4816 136TH PL	WATER/SEWER OPERATION	65.00
87223	CRMA INVESTMENTS LLC	UB 420750073007 16614 40TH AVE	WATER/SEWER OPERATION	117.07
87224	CUZ CONCRETE PROD	RISERS	STORM DRAINAGE MAINTENANCE	346.22
87225	DARLING, BUD & SCOTT	RECOVERY CONTRACT #207 WATER	WATER-UTILITIES/ENVIRONM	-50.00
	DARLING, BUD & SCOTT	RECOVERY CONTRACT #208 SEWER	WATER-UTILITIES/ENVIRONM	-50.00
	DARLING, BUD & SCOTT	RECOVERY CONTRACT #207 WATER	WATER/SEWER OPERATION	4,706.00
	DARLING, BUD & SCOTT	RECOVERY CONTRACT #208 SEWER	WATER/SEWER OPERATION	8,632.00
87226	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	DB SECURE SHRED		FINANCE-GENL	7.46
	DB SECURE SHRED		UTILITY BILLING	7.47
87227	DIAMOND B CONSTRUCT	CHECK AIR FLOW-ENG OFFICES	UTIL ADMIN	158.01
	DIAMOND B CONSTRUCT	REPAIR DAMPERS-LIBRARY	LIBRARY-GENL	2,520.61
87228	DICKS TOWING	TOWING EXPENSE-MP13-6343	POLICE PATROL	43.44
87229	DOBYNS FAMILY LLC	UB 821640050000 6520 71ST ST N	WATER/SEWER OPERATION	5.54
87230	DOMESTIC VIOLENCE	CDBG-LEGAL ADVOCACY SERVICES	COMMUNITY DEVELOPMENT-	6,657.18
87231	DUNLAP INDUSTRIAL	CAP WITH O RING	EQUIPMENT RENTAL	11.99
	DUNLAP INDUSTRIAL	MILLER MIGHT WINCH INSPECTION/	STORM DRAINAGE	420.65
	DUNLAP INDUSTRIAL		WASTE WATER TREATMENT FAC	420.66
87232	E&E LUMBER	TWINE	PARK & RECREATION FAC	2.96
	E&E LUMBER	PLASTIC	MAINT OF GENL PLANT	7.60
	E&E LUMBER	WALL PLATES AND FILLER	MAINT OF GENL PLANT	9.10
	E&E LUMBER	LAG BOLTS	PARK & RECREATION FAC	11.70
	E&E LUMBER	CAUTION TAPE	PARK & RECREATION FAC	14.89
	E&E LUMBER	RESPIRATOR	PARK & RECREATION FAC	23.40
	E&E LUMBER	SPRAY PAINT	MAINT OF GENL PLANT	26.55
	E&E LUMBER	PEST CONTROL	PARK & RECREATION FAC	29.21

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87265	IRON MOUNTAIN	ROCK	STORM DRAINAGE	570.87
87266	JOHNSON, DAVE & LAUR	UB 987209350000 7209 35TH PL N	WATER/SEWER OPERATION	107.90
87267	KESSLER, ANGELA	UB 849000214002 6301 83RD PL N	WATER/SEWER OPERATION	27.16
87268	KEYSTONE RENTALS	UB 630770000000 5018 98TH PL N	WATER/SEWER OPERATION	38.69
87269	KEYSTONE RENTALS	UB 760088000000 6705 57TH ST N	WATER/SEWER OPERATION	147.71
87270	KIM, JAMIE S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	30.00
87271	KJR ROOFING LLC	GUTTER REPAIR-PSB	PUBLIC SAFETY BLDG.	16,941.60
87272	LAKE INDUSTRIES	ASPHALT HAULED IN	WATER DIST MAINS	120.00
	LAKE INDUSTRIES		STORM DRAINAGE	120.00
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	120.00
	LAKE INDUSTRIES	BRUSH HAULED IN	ROADWAY MAINTENANCE	200.00
	LAKE INDUSTRIES	FILL HAULED IN	SIDEWALKS CONSTRUCTION	300.00
87273	LASTING IMPRESSIONS	TOUCH A TRUCK T SHIRTS	UTIL ADMIN	195.00
	LASTING IMPRESSIONS		RECREATION SERVICES	195.47
87274	LES SCHWAB TIRE CTR	FOAM FILL LAWN TIRES (30)	ROADSIDE VEGETATION	78.84
	LES SCHWAB TIRE CTR	TRAILER TIRE	EQUIPMENT RENTAL	280.00
	LES SCHWAB TIRE CTR	DRIVE AXLE TIRES (4)	ER&R	1,006.50
87275	LICENSING, DEPT OF	COLLINS, JULIUS (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LARSEN, MONICA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOMASSIE, NAT (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WINGFIELD, MACE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KITCHENS, WILLIAM (LATE RENEWA	GENERAL FUND	21.00
	LICENSING, DEPT OF	REYNOLDS, VINCE (LATE RENEWAL)	GENERAL FUND	21.00
87276	LOTHIAN, CHERI & RIC	UB 460220000001 5602 143RD PL	WATER/SEWER OPERATION	23.14
87277	LOWES HIW INC	MISC HARDWARE	WATER QUAL TREATMENT	11.58
	LOWES HIW INC		WATER QUAL TREATMENT	36.38
	LOWES HIW INC	OUTLET COVER AND HEAT VENTS	MAINT OF GENL PLANT	38.95
87278	MACDONALD, PETER	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87279	MARYSVILLE FOOD BANK	CDBG-MARYSVILLE COMM FOOD BANK	COMMUNITY DEVELOPMENT-	3,000.00
87280	MARYSVILLE PRINTING	TOUCH A TRUCK COSMIC ORANGE PA	RECREATION SERVICES	24.80
	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	126.90
	MARYSVILLE PRINTING	CRAFT SHOW FLYERS	COMMUNITY CENTER	127.06
	MARYSVILLE PRINTING	BLOCK WATCH PACKETS	CRIME PREVENTION	130.97
87281	MARYSVILLE SCHOOL	FACILITY USEAGE FEES-ACE	RECREATION SERVICES	27.00
	MARYSVILLE SCHOOL	FACILITY USEAGE FEES-MPHS	RECREATION SERVICES	96.00
	MARYSVILLE SCHOOL	FACILITY USEAGE FEES-SUMMER DA	RECREATION SERVICES	2,604.00
87282	MARYSVILLE, CITY OF	UTILITY CHARGE-6802 84TH STREE	PRO-SHOP	183.87
87283	MCCANN, EDWARD	UB 020810000000 5407 85TH PL N	WATER/SEWER OPERATION	63.67
87284	MCDANNALD, ROBIN	REFUND CLASS FEES	PARKS-RECREATION	56.00
87285	MERCY HOUSING	CDBG-SENIOR HOUSING SUPPORTIVE	COMMUNITY DEVELOPMENT-	2,026.46
87286	MESSERLY, CONNIE	REIMBURSE POSTCARD MAILING COS	PERSONNEL ADMINISTRATIOI	120.16
87287	MICROFLEX INC	TAX AUDIT PROGRAM-AUG 2013	FINANCE-GENL	72.65
87288	NJROTC BOOSTER CLUB	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87289	OCONNELL, DANNY & CA	UB 847741870000 7741 87TH AVE	WATER/SEWER OPERATION	40.54
87290	OFFICE DEPOT	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIOI	131.61
	OFFICE DEPOT		EXECUTIVE ADMIN	274.08
87291	PACIFIC POWER PROD.	BLADES (7)	PARK & RECREATION FAC	158.27
	PACIFIC POWER PROD.	LOCK NUTS, PIN, BLADES AND CAP	PARK & RECREATION FAC	242.70
	PACIFIC POWER PROD.	TINE HOLDER, LOCK NUTS AND WHE	PARK & RECREATION FAC	419.77
	PACIFIC POWER PROD.	ROD AND TINES	MAINTENANCE	464.05
87292	PAPE MACHINERY	PILOT SOLENOID	EQUIPMENT RENTAL	374.85
87293	PARTS STORE, THE	BRAKE ROTORS, BRAKE PADS AND W	EQUIPMENT RENTAL	181.25
	PARTS STORE, THE	WHEEL BEARING ASSY AND BRAKE P	EQUIPMENT RENTAL	239.67
	PARTS STORE, THE	FUEL, AIR, TRANS FILTERS AND B	ER&R	292.71
87294	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	164.30
	PEACE OF MIND		CITY CLERK	173.60
87295	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	51.81
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	78.05
	PETROCARD SYSTEMS		ENGR-GENL	116.32
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	217.90
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	620.75

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	LAKE INDUSTRIES		STORM DRAINAGE	120.00
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	120.00
	LAKE INDUSTRIES	BRUSH HAULED IN	ROADWAY MAINTENANCE	200.00
	LAKE INDUSTRIES	FILL HAULED IN	SIDEWALKS CONSTRUCTION	300.00
87273	LASTING IMPRESSIONS	TOUCH A TRUCK T SHIRTS	UTIL ADMIN	195.00
	LASTING IMPRESSIONS		RECREATION SERVICES	195.47
87274	LES SCHWAB TIRE CTR	FOAM FILL LAWN TIRES (30)	ROADSIDE VEGETATION	78.84
	LES SCHWAB TIRE CTR	TRAILER TIRE	EQUIPMENT RENTAL	280.00
	LES SCHWAB TIRE CTR	DRIVE AXLE TIRES (4)	ER&R	1,006.50
87275	LICENSING, DEPT OF	COLLINS, JULIUS (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LARSEN, MONICA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOMASSIE, NAT (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WINGFIELD, MACE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KITCHENS, WILLIAM (LATE RENEWA	GENERAL FUND	21.00
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87277	LOWES HIW INC	MISC HARDWARE	WATER QUAL TREATMENT	11.58
	LOWES HIW INC		WATER QUAL TREATMENT	36.38
	LOWES HIW INC	OUTLET COVER AND HEAT VENTS	MAINT OF GENL PLANT	38.95
87278	MACDONALD, PETER	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87279	MARYSVILLE FOOD BANK	CDBG-MARYSVILLE COMM FOOD BANK	COMMUNITY DEVELOPMENT-	3,000.00
87280	MARYSVILLE PRINTING	TOUCK A TRUCK COSMIC ORANGE PA	RECREATION SERVICES	24.80
	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	126.90
	MARYSVILLE PRINTING	CRAFT SHOW FLYERS	COMMUNITY CENTER	127.06
	MARYSVILLE PRINTING	BLOCK WATCH PACKETS	CRIME PREVENTION	130.97
87281	MARYSVILLE SCHOOL	FACILITY USEAGE FEES-ACE	RECREATION SERVICES	27.00
	MARYSVILLE SCHOOL	FACILITY USEAGE FEES-MPHS	RECREATION SERVICES	96.00
	MARYSVILLE SCHOOL	FACILITY USEAGE FEES-SUMMER DA	RECREATION SERVICES	2,604.00
87282	MARYSVILLE, CITY OF	UTILITY CHARGE-6802 84TH STREE	PRO-SHOP	183.87
87283	MCCANN, EDWARD	UB 020810000000 5407 85TH PL N	WATER/SEWER OPERATION	63.67
87284	MCDANNALD, ROBIN	REFUND CLASS FEES	PARKS-RECREATION	56.00
87285	MERCY HOUSING	CDBG-SENIOR HOUSING SUPPORTIVE	COMMUNITY DEVELOPMENT-	2,026.46
87286	MESSERLY, CONNIE	REIMBURSE POSTCARD MAILING COS	PERSONNEL ADMINISTRATIOI	120.16
87287	MICROFLEX INC	TAX AUDIT PROGRAM-AUG 2013	FINANCE-GENL	72.65
87288	NJROTC BOOSTER CLUB	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87289	OCONNELL, DANNY & CA	UB 847741870000 7741 87TH AVE	WATER/SEWER OPERATION	40.54
87290	OFFICE DEPOT	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIOI	131.61
	OFFICE DEPOT		EXECUTIVE ADMIN	274.08
87291	PACIFIC POWER PROD.	BLADES (7)	PARK & RECREATION FAC	158.27
	PACIFIC POWER PROD.	LOCK NUTS, PIN, BLADES AND CAP	PARK & RECREATION FAC	242.70
	PACIFIC POWER PROD.	TINE HOLDER, LOCK NUTS AND WHE	PARK & RECREATION FAC	419.77
	PACIFIC POWER PROD.	ROD AND TINES	MAINTENANCE	464.05
87292	PAPE MACHINERY	PILOT SOLENOID	EQUIPMENT RENTAL	374.85
87293	PARTS STORE, THE	BRAKE ROTORS, BRAKE PADS AND W	EQUIPMENT RENTAL	181.25
	PARTS STORE, THE	WHEEL BEARING ASSY AND BRAKE P	EQUIPMENT RENTAL	239.67
	PARTS STORE, THE	FUEL, AIR, TRANS FILTERS AND B	ER&R	292.71
87294	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	164.30
	PEACE OF MIND		CITY CLERK	173.60
87295	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	51.81
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	78.05
	PETROCARD SYSTEMS		ENGR-GENL	116.32
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	217.90
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	620.75

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87295	PETROCARD SYSTEMS	FUEL CONSUMED	PARK & RECREATION FAC	1,330.61
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	3,194.49
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,933.43
	PETROCARD SYSTEMS		POLICE PATROL	7,373.34
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	7,727.26
87296	PLANET TURF	FERTILIZER	MAINTENANCE	629.88
	PLANET TURF		MAINTENANCE	1,013.18
	PLANET TURF		MAINTENANCE	1,172.88
	PLANET TURF		MAINTENANCE	1,211.98
87297	PLATT	WELL PROJECT PARTS	FACILITY REPLACEMENT	15.84
	PLATT	LAMPS	MAINTENANCE	150.03
	PLATT	DRILL KIT	FACILITY MAINTENANCE	248.69
87298	PNC BANK C/O SHERI W	UB 950820000000 3820 80TH ST N	WATER/SEWER OPERATION	18.37
87299	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	32.03
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	39.02
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	44.92
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	52.16
	PUD	ACCT #2027-2901-8	TRANSPORTATION MANAGEM	64.76
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	65.32
	PUD	ACCT #2030-0516-0	STREET LIGHTING	83.66
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	92.41
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	93.67
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	94.40
	PUD	ACCT #2020-0351-3	PUMPING PLANT	97.47
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	101.87
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	103.67
	PUD	ACCT #2025-5745-0	STREET LIGHTING	143.20
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	150.29
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	163.32
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	193.37
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	271.14
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	373.78
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	530.38
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	823.08
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,330.14
	PUD	ACCT #2011-4725-3	PUMPING PLANT	1,425.52
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	1,879.37
	PUD	ACCT #2015-7792-1	PUMPING PLANT	2,238.66
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	2,499.34
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,229.30
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	6,555.35
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	8,803.44
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	19,016.87
87300	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	65.36
87301	QUINN, MARK	UB 821960230000 6201 72ND ST N	WATER/SEWER OPERATION	5.93
87302	RAYMOND, KENNETH & T	UB 640490000000 6111 99TH ST N	WATER/SEWER OPERATION	33.10
87303	RODDA	PAINT, ROLLER AND PAD	MAINT OF GENL PLANT	63.45
	RODDA	PAINT, LINER, TRAY AND MISC SU	MAINT OF GENL PLANT	257.54
87304	ROLPH, STELLA	REFUND CLASS FEES	PARKS-RECREATION	69.00
87305	ROY ROBINSON	FUEL LINE RETAINER	EQUIPMENT RENTAL	10.34
87306	RV & MARINE SUPPLY	AQUA CHEM	ER&R	92.31
87307	RYAN HERCO PRODUCTS	BUSHING AND ELBOW	WATER QUAL TREATMENT	32.20
87308	SALINAS, ANSELMO	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87309	SALISH CEDAR MARK	BUSINESS LICENSE REFUND	GENL FUND BUS LIC & PERMI	50.00
87310	SENIOR SERVICES OF S	CDBG-SENIOR SERVICE MINOR HOME	COMMUNITY DEVELOPMENT-	38,104.82
87311	SENTINEL OFFENDER SE	ELEC HOME MONITORING SERVICE	POLICE PATROL	931.80
87312	SHANKLE, CRAIG	INSTRUCTOR SERVICES	COMMUNITY CENTER	32.00
87313	SINGH, JIT	UB 451795000001 13724 57TH AVE	WATER/SEWER OPERATION	121.30
87314	SISKUN POWER EQUIPME	CHAINS (2)	MAINTENANCE	54.12
87315	SMOKEY POINT CONCRET	PIT RUN	SOURCE OF SUPPLY	758.69
87316	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	58,279.46

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87317	SOPER, LEON	UB 711000000000 8328 47TH AVE	WATER/SEWER OPERATION	396.00
87318	SOUND POWER	REPAIR CUT OFF SAW	ROADWAY MAINTENANCE	38.01
87319	SOUND PUBLISHING	STREET CLOSURE NOTICE	CITY CLERK	34.12
87320	SOUND PUBLISHING	LEGAL AD	GMA - STREET	397.79
87321	SOUND SAFETY	RAINGEAR	ER&R	545.04
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	678.21
87322	SPIRIT HALLOWEEN	BUSINESS LICENSE REFUND	GENL FUND BUS LIC & PERMI	50.00
87323	SRV CONSTRUCTION	PAY ESTIMATE #1	WATER CAPITAL PROJECTS	184,518.82
	SRV CONSTRUCTION	PAY ESTIMATE #2	SURFACE WATER CAPITAL PF480,405.80	
87324	STATE AUDITORS OFFIC	AUDIT PERIOD 12-12	NON-DEPARTMENTAL	421.39
	STATE AUDITORS OFFIC		UTIL ADMIN	421.39
87325	SWICK-LAFAVE, JULIE	REIMBURSE TRAINING/TRAVEL EXPE	POLICE TRAINING-FIREARMS	140.58
87326	TACOMA SCREW PRODUCT	HEX CAP SCREWS	EQUIPMENT RENTAL	3.34
	TACOMA SCREW PRODUCT	DRAIN PLUGS	EQUIPMENT RENTAL	9.74
	TACOMA SCREW PRODUCT	CLAMPS	EQUIPMENT RENTAL	198.76
87327	TACTICAL OFFICERS	NTOA DUES	POLICE PATROL	150.00
87328	THOMPSON, CHERYL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
87329	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	198.71
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG.	198.71
87330	TORO NSN	TORO NSN PLAN	MAINTENANCE	134.00
87331	TRAFFIC SAFETY SUPPL	TRUCK MOUNTED READER BOARD	EQUIPMENT RENTAL	9,621.96
87332	TRANSPORTATION, DEPT	PROJECT COSTS	WATER CAPITAL PROJECTS	245.28
87333	TRANSPORTATION, DEPT	PURCHASING AND CONTRACTING FOR	UTIL ADMIN	75.00
87334	UNITED PARCEL SERVIC	SHIPPING EXPENSE	EQUIPMENT RENTAL	126.20
87335	US DEPT OF HUD	UB 130990000001 11831 47TH DR	WATER/SEWER OPERATION	6.24
87336	UTILITIES UNDERGROUN	EXCAVATION NOTICE	UTILITY LOCATING	453.00
87337	VERIZON/FRONTIER	ACCT #36065774950927115	STREET LIGHTING	23.38
	VERIZON/FRONTIER	ACCT #425-397-6325-031998-5	PARK & RECREATION FAC	24.94
	VERIZON/FRONTIER	ACCT #36065836350725085	COMMUNITY DEVELOPMENT-	27.68
	VERIZON/FRONTIER		UTIL ADMIN	27.69
	VERIZON/FRONTIER	ACCT #36065905060927115	STREET LIGHTING	41.03
	VERIZON/FRONTIER	ACCT #36065827660617105	MUNICIPAL COURTS	55.07
	VERIZON/FRONTIER	ACCT #36065831360617105	MUNICIPAL COURTS	55.07
87338	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	644.00
87339	WHIDBEY ISLAND BANK	RETAINAGE ON PAY ESTIMATE #1	WATER CAPITAL PROJECTS	8,905.35
	WHIDBEY ISLAND BANK	RETAINAGE ON PAY ESTIMATE #2	SURFACE WATER CAPITAL PF	23,185.61
87340	WHITNEY, F R	UB 721280000001 7016 19TH DR N	WATER/SEWER OPERATION	25.00
87341	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.43
87342	WINDERMERE RMI INC	UB 460640000004 5715 142ND PL	WATER/SEWER OPERATION	54.67
87343	YOUNG, CARRIE	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
87344	YRC INC.	SHIPPING EXPENSE	WASTE WATER TREATMENT F	270.75

WARRANT TOTAL:

1,243,716.57

REASON FOR VOIDS:

CHECK # 86251 CANCEL SUBSCRIPTION (74.00)

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

1,243,642.57

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 14, 2013

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the September 20, 2013 payroll in the amount \$957,837.54 Check No.'s 26990 through 27027.


COUNCIL ACTION:

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/14/2013

AGENDA ITEM: Award of Soper Hill Road Water Main Contract	
PREPARED BY: Paul Federspiel, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Certified Bid Tab, Vicinity Map	
BUDGET CODE: 40220594.563000	AMOUNT: \$803,000.10

SUMMARY:

The Soper Hill Road Water Main project is a component of the improvements that are required for the City's acquisition of the PUD water system. This portion of the project will include the construction of approximately 4000 linear feet of 12-inch water main along Soper Hill Road and approximately 950 linear feet of 8-inch water main in Sunnyside Boulevard to connect to the existing PUD system to the north. Included in the work will be the installation of a pressure reducing station that will be supplied by the City.

The project was advertised for an October 1st, 2013 bid opening. The City received 10 bids as shown on the attached bid tabulation. The low bidder was Reece Trucking & Excavating at \$728,000.10, including Washington State Sales tax. The engineer's estimate was \$1,000,000. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$728,000.10
<u>Management Reserve:</u>	<u>\$50,000</u>
Total:	\$778,000.10

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to award the bid for the Soper Hill Road Water Main contract to Reece Trucking & Excavating in the amount of \$728,000.10, including Washington State Sales Tax, and approve a management reserve of \$50,000 for a total allocation of \$778,000.10.



10/1/2013

**Soper Hill Road Water Main Project
Certified Bid Tab**

Section	Item	Description	Quantity	Units	Engineer's Estimate		Colacurcio Brothers		Taylor's Excavators, Inc.		SRV Construction, Inc.		Kar-Vel Construction		Interwest Construction Inc.	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	Minor Change	1	EST	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
1-05.5	2	Surveying and As-builts	1	LS	\$5,000.00	\$5,000.00	\$3,600.00	\$3,600.00	\$8,500.00	\$8,500.00	\$3,800.00	\$3,800.00	\$14,000.00	\$14,000.00	\$7,500.00	\$7,500.00
1-07.15	3	SPCC Plan	1	LS	\$750.00	\$750.00	\$450.00	\$450.00	\$500.00	\$500.00	\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
1-09.7	4	Mobilization	1	LS	\$68,214.00	\$68,214.00	\$35,000.00	\$35,000.00	\$85,000.00	\$85,000.00	\$45,000.00	\$45,000.00	\$90,000.00	\$90,000.00	\$55,000.00	\$55,000.00
1-10.5	5	Project Temporary Traffic Control	1	LS	\$40,000.00	\$40,000.00	\$28,000.00	\$28,000.00	\$45,000.00	\$45,000.00	\$49,830.00	\$49,830.00	\$10,000.00	\$10,000.00	\$64,000.00	\$64,000.00
2-03.5	6	Imported Trench Backfill	2300	TON	\$15.00	\$34,500.00	\$14.50	\$33,350.00	\$12.00	\$27,600.00	\$11.20	\$25,760.00	\$12.00	\$27,600.00	\$12.00	\$27,600.00
2-09.5	7	Shoring	1	LS	\$5,000.00	\$5,000.00	\$2,200.00	\$2,200.00	\$10,000.00	\$10,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00
4-04.5	8	Crushed Surfacing Top Course	150	TON	\$35.00	\$5,250.00	\$25.00	\$3,750.00	\$25.00	\$3,750.00	\$24.80	\$3,720.00	\$20.00	\$3,000.00	\$40.00	\$6,000.00
4-06.5	9	Asphalt Treated Base	1000	TON	\$85.00	\$85,000.00	\$86.75	\$86,750.00	\$85.00	\$85,000.00	\$76.00	\$76,000.00	\$125.00	\$125,000.00	\$75.00	\$75,000.00
5-04.5	10	HMA Cl. 1/2", PG 64-22	915	TON	\$90.00	\$82,350.00	\$88.00	\$80,520.00	\$90.00	\$82,350.00	\$87.50	\$80,062.50	\$95.00	\$86,925.00	\$100.00	\$91,500.00
5-04.5	11	Planing Bituminous Pavement	7000	SY	\$2.50	\$17,500.00	\$2.70	\$18,900.00	\$3.50	\$24,500.00	\$2.30	\$16,100.00	\$3.50	\$24,500.00	\$5.00	\$35,000.00
7-08.5	12	Dewatering	1	FA	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
7-08.5	13	Removal and Replacement of Unsuitable Material	100	CY	\$50.00	\$5,000.00	\$58.00	\$5,800.00	\$20.00	\$2,000.00	\$42.00	\$4,200.00	\$16.00	\$1,600.00	\$40.00	\$4,000.00
7-09.5	14	Abatement of Existing Abandoned AC Pipe	1,000	LF	\$20.00	\$20,000.00	\$12.00	\$12,000.00	\$10.00	\$10,000.00	\$2.40	\$2,400.00	\$4.00	\$4,000.00	\$3.50	\$3,500.00
7-09.5	15	Removal and Disposal of Existing Abandoned Pipe	1,000	LF	\$20.00	\$20,000.00	\$10.60	\$10,600.00	\$10.00	\$10,000.00	\$2.40	\$2,400.00	\$4.00	\$4,000.00	\$1.50	\$1,500.00
7-09.5	16	Ductile Iron Pipe for Water Main 12 In. Diam.	4,000	LF	\$75.00	\$300,000.00	\$58.50	\$234,000.00	\$65.00	\$260,000.00	\$57.00	\$228,000.00	\$75.00	\$300,000.00	\$70.00	\$280,000.00
7-09.5	17	Ductile Iron Pipe for Water Main 8 In. Diam.	950	LF	\$65.00	\$61,750.00	\$49.00	\$46,550.00	\$55.00	\$52,250.00	\$55.00	\$52,250.00	\$60.00	\$57,000.00	\$55.00	\$52,250.00
7-09.5	18	Schedule 40 PVC for 16 In. Diam. Casing Complete	35	LF	\$150.00	\$5,250.00	\$116.00	\$4,060.00	\$130.00	\$4,550.00	\$112.00	\$3,920.00	\$115.00	\$4,025.00	\$160.00	\$5,600.00
7-09.5	19	Connection to Existing	1	EA	\$2,250.00	\$2,250.00	\$1,800.00	\$1,800.00	\$4,000.00	\$4,000.00	\$3,260.00	\$3,260.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
7-09.5	20	Blowoff Assembly	1	EA	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00	\$4,500.00	\$4,500.00	\$3,350.00	\$3,350.00	\$2,700.00	\$2,700.00	\$3,250.00	\$3,250.00
7-12.5	21	Gate Valve 6 In.	1	EA	\$1,200.00	\$1,200.00	\$830.00	\$830.00	\$1,000.00	\$1,000.00	\$955.00	\$955.00	\$780.00	\$780.00	\$750.00	\$750.00
7-12.5	22	Gate Valve 8 In.	11	EA	\$1,500.00	\$16,500.00	\$1,100.00	\$12,100.00	\$1,500.00	\$16,500.00	\$1,180.00	\$12,980.00	\$1,200.00	\$13,200.00	\$950.00	\$10,450.00
7-12.5	23	Gate Valve 12 In.	8	EA	\$2,500.00	\$20,000.00	\$1,750.00	\$14,000.00	\$2,500.00	\$20,000.00	\$1,920.00	\$15,360.00	\$2,300.00	\$18,400.00	\$1,800.00	\$14,400.00
7-14.5	24	Hydrant Assembly	2	EA	\$5,000.00	\$10,000.00	\$4,200.00	\$8,400.00	\$6,500.00	\$13,000.00	\$3,395.00	\$6,790.00	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00
7-15.5	25	Service Connection 1 In. Diam.	15	EA	\$1,500.00	\$22,500.00	\$1,100.00	\$16,500.00	\$850.00	\$12,750.00	\$940.00	\$14,100.00	\$1,900.00	\$28,500.00	\$650.00	\$9,750.00
7-16.5	26	Pressure Reducing Station Install	1	LS	\$20,000.00	\$20,000.00	\$15,900.00	\$15,900.00	\$22,000.00	\$22,000.00	\$20,113.00	\$20,113.00	\$22,000.00	\$22,000.00	\$5,000.00	\$5,000.00
8-01.5	27	Temporary Erosion and Water Pollution Control	1	LS	\$10,000.00	\$10,000.00	\$4,900.00	\$4,900.00	\$10,000.00	\$10,000.00	\$3,135.00	\$3,135.00	\$2,000.00	\$2,000.00	\$12,500.00	\$12,500.00
8-02.5	28	Property Restoration	1	LS	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00	\$8,500.00	\$8,500.00	\$8,870.00	\$8,870.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
8-04.5	29	Cement Conc. Curb and Gutter	35	LF	\$50.00	\$1,750.00	\$45.00	\$1,575.00	\$40.00	\$1,400.00	\$47.00	\$1,645.00	\$35.00	\$1,225.00	\$65.00	\$2,275.00
8-14.5	30	Cement Conc. Sidewalk	15	SY	\$75.00	\$1,125.00	\$68.00	\$1,020.00	\$40.00	\$600.00	\$56.00	\$840.00	\$180.00	\$2,700.00	\$85.00	\$1,275.00
8-22.5	31	Restore Pavement Markings	1	LS	\$20,000.00	\$20,000.00	\$4,100.00	\$4,100.00	\$6,000.00	\$6,000.00	\$5,900.00	\$5,900.00	\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00
Subtotal Amount						\$920,889.00		\$723,455.00		\$861,250.00		\$721,490.50		\$908,655.00		\$822,600.00
States Sales Tax at 8.6%						\$79,196.45		\$62,217.13		\$74,067.50		\$62,048.18		\$78,144.33		\$70,743.60
TOTAL:						\$1,000,085.45		\$785,672.13		\$935,317.50		\$783,538.68		\$986,799.33		\$893,343.60

Mathematical correction in bid tab



EXPIRES 1/10/2014



**Soper Hill Road Water Main Project
Certified Bid Tab**

10/1/2013

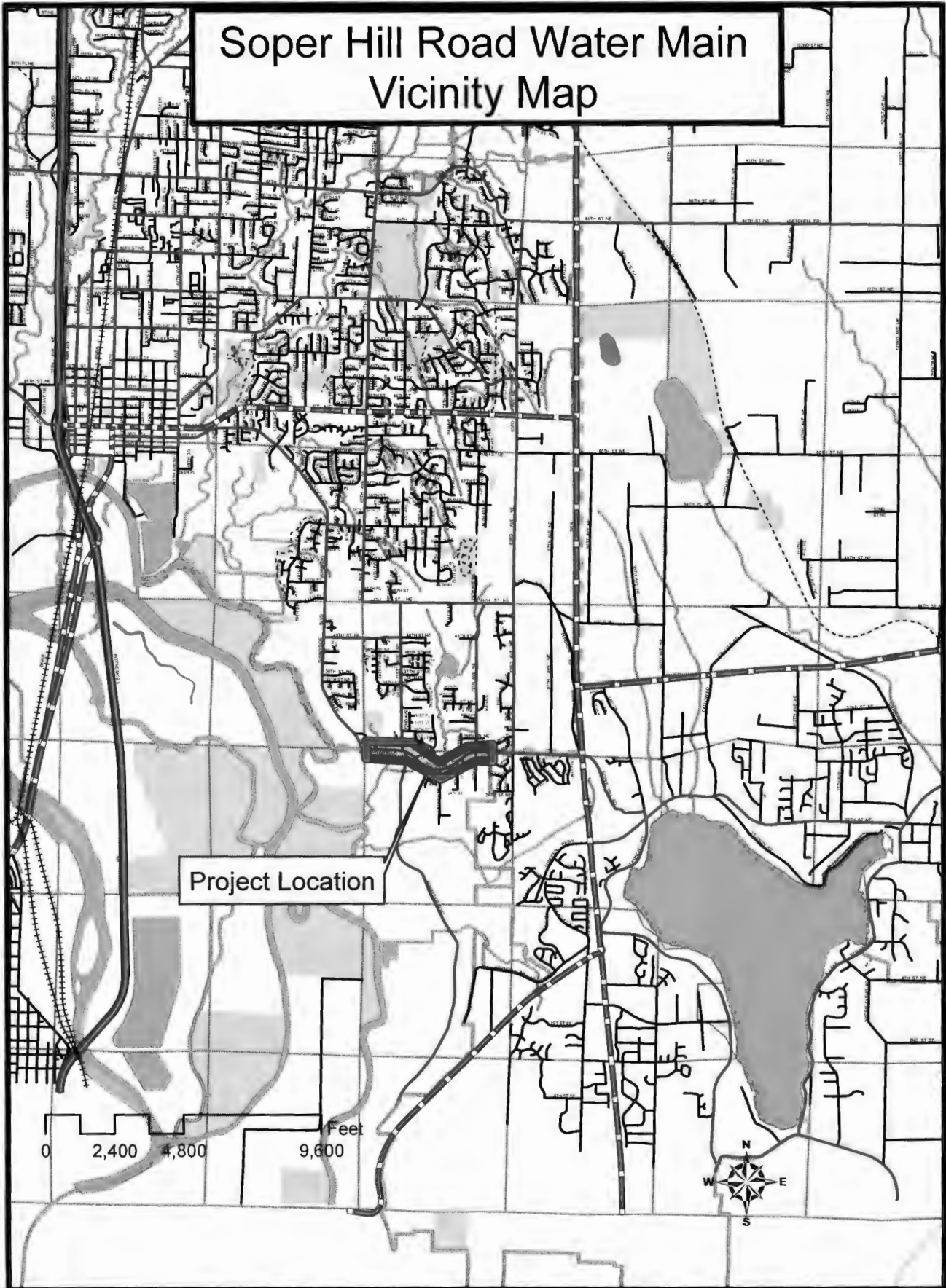
★ Apparent Low Bid

Section Item Description	Quantity	Units	Reece Trucking & Excavating		Faber Construction Corp.		B&B Utilities & Excavating LLC.		Carman's Construction		B & L Utility, Inc.		Unit Prices	Total Price
			Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price		
1-04.4 1 Minor Change	1	EST	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00		\$0.00
1-05.5 2 Surveying and As-builts	1	LS	\$3,750.00	\$3,750.00	\$9,041.67	\$9,041.67	\$1,200.00	\$1,200.00	\$10,250.00	\$10,250.00	\$8,500.00	\$8,500.00		\$0.00
1-07.15(3 SPCC Plan	1	LS	\$600.00	\$600.00	\$595.67	\$595.67	\$766.00	\$766.00	\$300.00	\$300.00	\$2,000.00	\$2,000.00		\$0.00
1-09.7 4 Mobilization	1	LS	\$29,700.00	\$29,700.00	\$36,568.77	\$36,568.77	\$81,000.00	\$81,000.00	\$78,422.00	\$78,422.00	\$40,000.00	\$40,000.00		\$0.00
1-10.5 5 Project Temporary Traffic Control	1	LS	\$16,500.00	\$16,500.00	\$36,688.00	\$36,688.00	\$26,000.00	\$26,000.00	\$26,650.00	\$26,650.00	\$35,000.00	\$35,000.00		\$0.00
2-03.5 6 Imported Trench Backfill	2300	TON	\$8.00	\$18,400.00	\$15.25	\$35,075.00	\$9.75	\$22,425.00	\$22.65	\$52,095.00	\$18.00	\$41,400.00		\$0.00
2-09.5 7 Shoring	1	LS	\$1,080.00	\$1,080.00	\$9,045.66	\$9,045.66	\$3,000.00	\$3,000.00	\$2,483.00	\$2,483.00	\$500.00	\$500.00		\$0.00
4-04.5 8 Crushed Surfacing Top Course	150	TON	\$13.60	\$2,040.00	\$27.08	\$4,062.00	\$12.00	\$1,800.00	\$22.50	\$3,375.00	\$25.00	\$3,750.00		\$0.00
4-06.5 9 Asphalt Treated Base	1000	TON	\$66.00	\$66,000.00	\$82.82	\$82,820.00	\$89.00	\$89,000.00	\$98.50	\$98,500.00	\$90.00	\$90,000.00		\$0.00
5-04.5 10 HMA Cl. 1/2", PG 64-22	915	TON	\$78.00	\$71,370.00	\$84.85	\$77,637.75	\$90.00	\$82,350.00	\$96.00	\$87,840.00	\$92.00	\$84,180.00		\$0.00
5-04.5 11 Planing Bituminous Pavement	7000	SY	\$2.20	\$15,400.00	\$2.10	\$14,700.00	\$2.69	\$18,830.00	\$4.14	\$28,980.00	\$6.00	\$42,000.00		\$0.00
7-08.5 12 Dewatering	1	FA	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		\$0.00
7-08.5 13 Removal and Replacement of Unsuitable Material	100	CY	\$65.00	\$6,500.00	\$29.39	\$2,939.00	\$15.00	\$1,500.00	\$27.00	\$2,700.00	\$25.00	\$2,500.00		\$0.00
7-09.5 14 Abatement of Existing Abandoned AC Pipe	1,000	LF	\$10.60	\$10,600.00	\$6.34	\$6,340.00	\$5.00	\$5,000.00	\$0.44	\$440.00	\$5.00	\$5,000.00		\$0.00
7-09.5 15 Removal and Disposal of Existing Abandoned Pipe	1,000	LF	\$13.00	\$13,000.00	\$8.43	\$8,430.00	\$2.50	\$2,500.00	\$2.10	\$2,100.00	\$8.00	\$8,000.00		\$0.00
7-09.5 16 Ductile Iron Pipe for Water Main 12 In. Diam.	4,000	LF	\$62.00	\$248,000.00	\$54.76	\$219,040.00	\$70.00	\$280,000.00	\$61.60	\$246,400.00	\$70.00	\$280,000.00		\$0.00
7-09.5 17 Ductile Iron Pipe for Water Main 8 In. Diam.	950	LF	\$48.00	\$45,600.00	\$40.91	\$38,864.50	\$57.00	\$54,150.00	\$49.30	\$46,835.00	\$60.00	\$57,000.00		\$0.00
7-09.5 18 Schedule 40 PVC for 16 In. Diam. Casing Complete	35	LF	\$150.00	\$5,250.00	\$164.30	\$5,750.50	\$100.00	\$3,500.00	\$77.00	\$2,695.00	\$40.00	\$1,400.00		\$0.00
7-09.5 19 Connection to Existing	1	EA	\$10,300.00	\$10,300.00	\$2,121.51	\$2,121.51	\$4,000.00	\$4,000.00	\$2,102.00	\$2,102.00	\$2,000.00	\$2,000.00		\$0.00
7-09.5 20 Blowoff Assembly	1	EA	\$2,000.00	\$2,000.00	\$2,076.92	\$2,076.92	\$2,500.00	\$2,500.00	\$2,287.00	\$2,287.00	\$2,200.00	\$2,200.00		\$0.00
7-12.5 21 Gate Valve 6 In.	1	EA	\$650.00	\$650.00	\$834.92	\$834.92	\$718.00	\$718.00	\$858.00	\$858.00	\$700.00	\$700.00		\$0.00
7-12.5 22 Gate Valve 8 In.	11	EA	\$840.00	\$9,240.00	\$1,231.13	\$13,542.43	\$1,000.00	\$11,000.00	\$1,111.00	\$12,221.00	\$900.00	\$9,900.00		\$0.00
7-12.5 23 Gate Valve 12 In.	8	EA	\$1,540.00	\$12,320.00	\$1,872.50	\$14,980.00	\$2,000.00	\$16,000.00	\$1,996.50	\$15,972.00	\$1,600.00	\$12,800.00		\$0.00
7-14.5 24 Hydrant Assembly	2	EA	\$4,000.00	\$8,000.00	\$3,659.96	\$7,319.92	\$5,000.00	\$10,000.00	\$4,285.00	\$8,570.00	\$4,200.00	\$8,400.00		\$0.00
7-15.5 25 Service Connection 1 In. Diam.	15	EA	\$1,000.00	\$15,000.00	\$983.76	\$14,756.40	\$1,000.00	\$15,000.00	\$1,032.00	\$15,480.00	\$1,800.00	\$27,000.00		\$0.00
7-16.5 26 Pressure Reducing Station Install	1	LS	\$16,200.00	\$16,200.00	\$13,242.45	\$13,242.45	\$10,000.00	\$10,000.00	\$12,604.00	\$12,604.00	\$30,000.00	\$30,000.00		\$0.00
8-01.5 27 Temporary Erosion and Water Pollution Control	1	LS	\$2,500.00	\$2,500.00	\$4,380.65	\$4,380.65	\$500.00	\$500.00	\$1,142.00	\$1,142.00	\$5,000.00	\$5,000.00		\$0.00
8-02.5 28 Property Restoration	1	LS	\$3,000.00	\$3,000.00	\$5,528.93	\$5,528.93	\$8,000.00	\$8,000.00	\$3,570.00	\$3,570.00	\$2,000.00	\$2,000.00		\$0.00
8-04.5 29 Cement Conc. Curb and Gutter	35	LF	\$42.00	\$1,470.00	\$55.82	\$1,953.70	\$35.00	\$1,225.00	\$69.00	\$2,415.00	\$100.00	\$3,500.00		\$0.00
8-14.5 30 Cement Conc. Sidewalk	15	SY	\$104.00	\$1,560.00	\$142.91	\$2,143.65	\$72.00	\$1,080.00	\$114.00	\$1,710.00	\$100.00	\$1,500.00		\$0.00
8-22.5 31 Restore Pavement Markings	1	LS	\$4,320.00	\$4,320.00	\$4,715.67	\$4,715.67	\$6,750.00	\$6,750.00	\$6,695.00	\$6,695.00	\$5,800.00	\$5,800.00		\$0.00
Subtotal Amount				\$670,350.00				\$789,794.00		\$805,691.00		\$842,030.00		\$0.00
States Sales Tax at 8.6%				\$57,650.10		\$60,646.83		\$67,922.28		\$69,289.43		\$72,414.58		\$0.00
TOTAL:				\$728,000.10		\$765,842.50		\$857,716.28		\$874,980.43		\$914,444.58		\$0.00

Mathematical correction in bid tab



EX-1023 1/10/2014

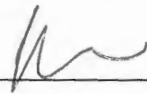


Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/14/2013

AGENDA ITEM: Award of Sunnyside Pressure Reducing Station Purchase	
PREPARED BY: Paul Federspiel, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Certified Bid Tab	
BUDGET CODE: 40220594.563000	AMOUNT: \$45,136.33

SUMMARY:

The Sunnyside Pressure Reducing Station is a component of the improvements that are required for the City's acquisition of the PUD water system. This component of the project is an item that will be purchased and supplied by the City to the contractor installing the Soper Hill Road Water Main. It will be installed in Sunnyside Boulevard west of 71st Ave.

The project was advertised for a September 26th, 2013 bid opening. The City received two bids as shown on the attached bid tabulation. The low bidder was H.D. Fowler Co. Inc. at \$45,136.33, including Washington State Sales tax.

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to award the bid for the Sunnyside Pressure Reducing Station contract to H.D, Fowler Co. Inc. in the amount of \$45,136.33, including Washington State Sales Tax.



9/27/2013

**Sunnyside Pressure Reducing Station
Certified Bid Tab**

★
Apparent Low Bid

Section	Item	Description	Quantity	Units	Engineer's Estimate		HD Supply Waterworks		HD Fowler Co., Inc				
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price			
NA	1	Package Type PRV Station	1	LS	\$50,000.00	\$50,000.00	\$42,000.00	\$42,000.00	\$41,562.00	\$41,562.00			
		Subtotal Amount				\$50,000.00		\$42,000.00		\$41,562.00			
		States Sales Tax at 8.6%				\$4,300.00		\$3,612.00		\$3,574.33			
		TOTAL:				\$54,300.00		\$45,612.00		\$45,136.33			

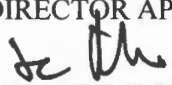


LO#25 1/10/2014

Index #8

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/14/2013

AGENDA ITEM: Dump Truck Purchase Order	
PREPARED BY: Doug Bye, Public Works Superintendent DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: 1. Purchase Order for the Purchase of a Dump Truck, Plow, and Sander to be returned to the project manager following the mayor's signing. 2. Attached Quote from Hanson International.	
BUDGET CODE: 50100048.564000	AMOUNT: \$73,000.00

SUMMARY:

The purchase of a new 5yd Dump Truck (\$150,000) and a new 10 ft. Snow Plow (\$15,000) were included in, and approved by council through the 2013 budget process.

After looking at our options for purchasing a used dump truck and plow, we have decided to move in that direction. Not only will this save the city money, but the purchase will include the dump truck, plow, and an additional sander to be used as a back up to the existing sanders owned by the city.

We would like to move ahead with the purchase of a 2004 International 10 Yard Dump Truck, Plow Attachment, and Sander Unit. The truck is being purchased from Hanson International, an International Truck Dealer located in Grand Junction, Colorado. We have inspected the truck onsite at their facility and believe it would be a great addition to our fleet.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Purchase Order with Hanson International in the amount of \$73,000.00.</p>
--



Hanson International

of Western Colorado
 2332 I-70 Frontage Rd - Grand Junction, CO 81505
 800-274-7771 970-243-7771



CITY OF MARYSVILLE
 80 COLUMBIA AVENUE
 MARYSVILLE, WASHINGTON 98270
 ATTENTION: CHARLIE BURKE @ 1-360-363-8260 OR CELL @ 1-425-754-9972

Date: 09/13/13

Total List Price

REQUOTE WITH ADJUSTMENTS IDENTIFIED WITH ***
 UNIT# 2844 2004 INT. 5600I PLOW TRUCK
 AS/PER ATTACHED SPEC SHEET

INCLUDES ALL PREVIOUS WORK PLUS FOLLOWING
 REPAIR FRONT DIFF. OIL LEAK
 REBUILD THE AIR DRYER
 REPAIR DUMP CYLINDER LOWER PIN WEAR
 ***RE-CON TURBO INSTALLED
 RE-CON FRAME, WHEELS, TANKS & DUMP W/PAINT
 ***OVERLAY DUMP BOX W/3/16" MILD STEEL PLATE
 REPAINT CAB WHITE W/LEFT SIDE HOOD REPAIR

\$300.00
 \$100.00
 \$500.00
 \$4,014.23
 \$3,035.00
 \$1,500.00
 \$2,200.00

\$73,000.00

FREIGHT QUOTES SUPPLY'ED AS FOLLOWS

DEPENDABLE TRANS. @ \$2273.00
 DRIVEAWAY USA @ \$2235.29
 SEE ATTACHMENTS

Units quoted from stock are quoted subject to prior sale
 Prices subject to adjustment to comply with manufacturers prices in effect at date of shipment and quotation automatically expires thirty (30) days from its date.
 Prices quoted do not include any state or local taxes and such taxes (if any) shall be paid by the purchaser in addition to quoted price, unless shown separately above.
 Delivery quoted is based on the date of this quotation and subject to any delay encountered in receiving a firm order and to other factors beyond our control.
 Warranty is limited to that on new machines as provided by the manufacturers, copies of which are available upon request. It is understood that there are no verbal agreements or understandings which in any manner conflict with the written terms of this quotation.

F.O.B. _____
 Shipment _____ after receipt of order.

Terms _____ **Hanson International of Western Colorado**

* Accepted by President or Owner: _____ Submitted by: _____ ED PRICE *[Signature]*
 If Partner or Co-Owner: _____
 Two signatures required _____ Approved by: _____
 Date: _____



FLEET SERVICES DIVISION *Replaces #236*
 80 Columbia Ave.
 Marysville, WA 98270
 (360) 363-8250
 (360) 651-5524 Fax

Purchase Order

59

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages. **F 8736**

TO *Hansen International of Western Colorado*
2332 I-70 Frontage Rd.
Grand Junction, CO 81505
 ATTENTION: *Ed Price 1-800-274-7771*

DATE <i>9-25-2013</i>	ACCT. CODE <i>50100048.564000</i>	ORDER NO.
SHIP TO <i>City of Marysville/Fleet Services</i> <i>80 Columbia Ave</i> <i>Marysville, WA 98270</i>		

REQUESTED BY	DATE EXPECTED	F.O.B. POINT	SHIP VIA	SUBLET QUOTE	EQUIP. / VEH. NO.
<i>BeB Scott</i>	<i>5-8 WEEKS</i>		<i>T. B. D.</i>		<i>J029/236</i>

QTY	REC	B/O	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	RTY	W/O NO.
<i>1</i>			<i>USED 2004 INTERNATIONAL 5600I-104D DUMP TRUCK-W/PLOW AND SANDER-WITH ALL OPTIONS AND CONDITIONS AS STATED. ON HANSEN INTERNATIONAL QUOTE DATED: 09-13-2013 VIN# <u>IHTXHAPT14J094468</u></i>	<i>73000⁰⁰</i>	<i>73000⁰⁰</i>	<i>0</i>	<i>73,000⁰⁰</i>		
<i>TOTAL INVOICE AMOUNT</i>							<i>\$73,000⁰⁰</i>		

NOTES: *- STATE OF WASHINGTON SALES TAX AND LICENSING FEES TO BE PAID BY CITY OF MARYSVILLE WHEN TRUCK IS LICENSED AFTER DELIVERY. -*

X

AUTHORIZED BY:


RECEIVED BY:

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/14/2013

AGENDA ITEM: Interlocal Agreement with Snohomish County Public Works for Municipal Road and Street Services.	
PREPARED BY: Doug Byde, Public Works Superintendent DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: 1. Three Copies of the Interlocal Agreement with Snohomish County Public Works for Municipal Road and Street Services to be returned to the project manager following the mayor's signing. 2. Original Interlocal Aid Agreement with Snohomish County Public Works - Dated 6-28-2010. 3. Amendment # 1 to the Interlocal Aid Agreement with Snohomish County Public Works for Minor Street Projects - Dated 4-22-2013.	
BUDGET CODE:	AMOUNT: \$0.00

SUMMARY:

Following the County's recent Amendment No. 1 to the Interlocal Aid Agreement for Minor Street Projects, they were advised by the State Auditor to make some additional clarifications to the agreements with surrounding cities.

The new Interlocal Agreement with Snohomish County Public Works for Municipal Road and Street Services maintains clarification on the limitations of the County when performing small capital construction projects, and sets a not to exceed threshold of \$10,000.00 for those types of projects

Maintenance services provided by the County, as shown in Appendix A, would not have the same limiting threshold as set for capital construction projects. These maintenance services would be used by Marysville on an as needed basis.

Changes to the agreement were recommended by the State Auditor and have been reviewed by Grant Weed's office. In the opinion of Grant Weed's office the new Interlocal Agreement provides more options and flexibility for both the city and the county, and in many aspects is an improvement to the existing amended agreement.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the Interlocal Agreement with Snohomish County Public Works for Municipal Road and Street Services.
--

**INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET
SERVICES WITHIN THE CITY OF MARYSVILLE**

This INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE CITY OF MARYSVILLE (this "Agreement"), is made and entered into this ___ day of _____, 2013, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF MARYSVILLE, a Washington municipal corporation (the "City") pursuant to Chapter 39.34 RCW.

RECITALS

A. Pursuant to the Aid Agreement for Minor Street Projects for Municipal Services (hereinafter "the Original Agreement") dated July 27, 2010, the County has historically performed street and road services for the City.

B. The County and the City agree that it is mutually beneficial for the County and the City to continue working together cooperatively. Pursuant to this Agreement, Chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207, the City wishes to continue to receive street and road services, and the County is agreeable to continue providing the same.

C. The Original Agreement as amended is terminable at will. It is the intention of the parties that the duties and obligations of this Agreement substitute for and supersede the duties and obligations of the Original Agreement as set forth in Section 17.1 below.

D. In exchange for the road and street services described in Section 4 below, the City shall reimburse the County its actual costs incurred in performing the same, including time, labor, equipment, materials, and administrative overhead, all as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively to design and construct small capital projects on City streets and bridges and to maintain City streets and bridges.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2018, unless earlier terminated pursuant to the provisions of Section 14 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to the City, PROVIDED FURTHER that each party's obligations after December 31, 2013, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

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

<u>County's Initial Administrator:</u>	<u>City's Initial Administrator:</u>
Owen Carter, County Engineer Snohomish County DPW 3000 Rockefeller Avenue M/S 607 Everett, Washington 98201	Kevin Nielsen, Public Works Director Department of Public Works 80 Columbia Avenue Marysville, WA 98270

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party

4. Scope of Services.

The scope of the road and street services (the "Services") includes but shall not be limited to the following:

- a. Construction of small capital projects on City streets and bridges, not subject to mandatory competitive bidding, as determined by the City, and which do not exceed \$10,000 for a single project or activity as established by state law.
- b. Maintenance services on City streets and bridges (including, but not limited to the list of municipal road and street services contained in Appendix A and B), to maintain the facility, as nearly as practical in its original as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.

- c. Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets and bridges of the City.

5. Process for Delivery of Services.

5.1 Submission of Work Orders. If the City desires that the County perform any of the Services, it shall submit to the County Administrator or his or her agent a Work Order in substantial form to that attached hereto in Appendix C. The City shall complete a Work Order in which it shall describe in detail the Services to be performed and shall state the desired completion date. The County may in its sole discretion require additional information from the City, including but not limited to, a road plan and profile or sketches. The City shall not submit any Work Orders for which the City's cost for design, right-of-way acquisition, construction, or maintenance are reimbursable with Federal funds or Federal grants.

5.1.1 Work Orders for Winter Maintenance. At the City's option, the City may submit an annual Work Order for winter maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the City desires winter maintenance services to be performed by the County. Unless otherwise notified by the City, the County will conduct winter maintenance operations on the City's roads and streets identified in the plan any time the County has mobilized winter operations in the general area. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's response to snow and ice events.

5.1.2 Work Orders for Ongoing Maintenance. At the City's option, the City may submit an annual Work Order for ongoing maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the City desires ongoing maintenance and describe in detail the maintenance operations requested. Unless otherwise notified by the City, the County will conduct ongoing maintenance operations on the City's roads and streets identified in the plan. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's performance of ongoing maintenance operations.

5.1.3 Work Orders for Emergency Response Services. At the City's option, the City may submit an annual Work Order for emergency response services. Any such annual Work Order shall include a plan identifying triggering emergency events and the routes on which the City desires emergency response services as well as describe in detail the emergency operations requested. Unless otherwise notified by the City, the County will conduct emergency response operations on the City's roads and streets identified in the plan upon the occurrence of an emergency event. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's response to an emergency event.

5.2 Response to Work Orders. Upon receipt of a Work Order, the County shall review the Services requested therein. The County, in its sole discretion, may agree to accept or reject the Work Order. Should the County reject the Work Order, it shall make a notation to that effect on the Work Order and return it to the City. Should the County accept the Work Order, it shall (1) make a notation to that effect on the Work Order, and (2) prepare an Estimate of the time and costs for the requested Services as well as the time and cost of preparing said Estimate, which it will attach to the Work Order. The Estimate is non-binding and does not constitute a bid or contract maximum, and the City shall remain liable for the entire actual cost as described in Section 8 below. Once the Estimate has been attached to the Work Order, the County shall return the Work Order and Estimate to the City.

5.3 Notice to Proceed. Upon receipt of a responsive Work Order and Estimate from the County accepting the City's request for Services, the City may issue a written Notice to Proceed authorizing the County to perform the requested Services. The issuance of a Notice to Proceed shall constitute a representation by the City that (1) it finds the County's Estimate acceptable, and (2) sufficient funds are appropriated to cover the cost of the Services.

5.4 Performance by the County. Upon issuance of a Notice to Proceed, the Administrators or their designated agents shall finalize working procedures associated with the delivery of the Services. The County shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the City, PROVIDED HOWEVER that the County's performance shall be subject to availability of personnel, equipment, and materials necessary to perform the Services without unduly disrupting the normal operations and functions of the County. The County shall notify the City of any hardship or other inability to perform under this Agreement, including postponement of Services due to County workload constraints.

5.5 Changes by the City to Work Orders. The City may make changes to the requested Services by submitting a new Work Order outlining in detail the desired changes to the Services. The County may, in its sole discretion, accept or reject the new Work Order, PROVIDED HOWEVER that the County's acceptance is not required where the City is terminating work pursuant to Section 14.2 below. The City shall be liable for all increases in cost, if any, which may be incurred by changes to the Services, including but not limited to clean-up and striping costs and any non-cancelable costs.

5.6 Changes by the County to Work Orders. After issuance of a Notice to Proceed, the County shall provide the City with written notification of any changes to the Work Order required by the County when such changes will substantially alter the nature of the Services or the Estimate. The County shall obtain the City's written approval to any such changes before implementing them.

5.7 Authority of Administrators. By entering into this Agreement and upon it becoming effective as described in Section 2 above, both parties authorize their

respective Administrators to accept, deny, and negotiate the Work Orders described in this Section 4, including any associated increase, decrease, or other change to the costs of the Services.

6. Services Provided by County.

6.1 Lead Agency. The County shall serve as the lead agency for the Services.

6.2 Services. The County shall perform for the City the Services, as that term is defined in Section 4 above. The County shall solely determine the schedule for the Services. The County will provide the City with a full and complete copy of any construction design plans. The County shall segregate the costs of the Services from other work the County may be performing.

6.3 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

7. Cooperation by City.

7.1 Covenant to Cooperate. The City covenants to the County that it shall cooperate with the County in completing the Services. The City shall make its personnel, including but not limited to its Police and Public Works Department staff, available to the County at reasonable times and upon reasonable advance notice, for purposes of facilitating the County's performance of the Services, including but not limited to any safety planning meeting the County schedules for purposes of discussing traffic control issues. Upon request by the County Administrator or his or her agent and before any work is commenced, the City shall order the temporary closing to traffic of all roads and streets, or portions thereof, as deemed necessary by the County, in its sole discretion, to perform the Services.

7.2 Grant of Access. The City certifies to the County that the City owns the real property or right-of-ways upon which the Services shall be rendered and additional real property or right-of-ways are not needed to complete the Services. The City further grants to the County, for the purpose of performing Services pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by the City and those City rights-of-way and WSDOT rights-of-way that the City is responsible for maintaining that are necessary or convenient for the County to access in performing the Services.

7.3 Coordination with WSDOT and Utilities. Should, in providing the Services, it become necessary or convenient for the County to enter in, on, over, under or

above a right-of-way owned by WSDOT or any utility or impact any equipment owned by WSDOT or any utility, the County shall notify the City, and the City shall cooperate in the County's efforts to coordinate with WSDOT and/or the utility to obtain any required approvals and/or permits authorizing such activity.

7.4 Permitting. At least thirty (30) days prior to the delivery of any requested Services, the City shall obtain and provide to the County copies of all permits necessary for the Services.

7.5 City's Powers. Nothing contained herein shall be construed as in any way divesting the City of any of its powers with respect to the supervision, management, and control of roads and streets within its boundaries.

8. Payment by City.

8.1 Actual Costs. The County shall be reimbursed in full by the City for the actual costs of the Services provided by the County on a time and materials basis plus an administrative overhead charge as described in Section 8.2 below. The County agrees that only those costs directly allocable to the Services under generally accepted accounting procedures will be charged to the City. In computing the cost of the use of machinery and equipment, the County shall charge the City for the full cost to the County of rental machinery and equipment and any operator furnished therewith and/or the County equipment rental rate on County-owned machinery and equipment.

8.2 Administrative Overhead. For the purpose of fixing the compensation to be paid by the City to the County for the Services, it is agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed the County administrative rate. This rate is currently set at 15% of the total labor cost to the County for those County employees performing Services for the City under this Agreement. Charges for administrative costs are in addition to charges for materials and equipment.

8.3 Invoicing and Payment. The County shall invoice the City or its designee for all Services performed by the County. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. The County shall include in each invoice, documentation of all costs for labor, materials and equipment included in the invoice. Unless the City delivers written notice to the County disputing the amount of a particular invoice, the City shall make payment on all invoices submitted by the County within thirty (30) days of the invoice date. Amounts not paid within 30 days of the invoice date shall thereafter accrue interest at a rate of twelve percent per annum or one percent per month.

8.4 Records. The County shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

9. Indemnification/Hold Harmless.

Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, 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 these provisions were specifically negotiated and agreed upon by them.

The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Liability Related to City Ordinances, Policies, Rules and Regulations.

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

11. Insurance.

Each party shall maintain its own insurance and/or self-insurance for its obligations from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations and cause any

subcontractors working on behalf of said party to also carry such insurance prior to performing work under the Agreement.

12. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

13. Default and Remedies.

13.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

13.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 13.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

14. Early Termination.

14.1 30 Days' Notice. Except as provided in Section 14.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

14.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

14.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 14, the City shall pay the County for all Services performed up to the date of termination, as well as the costs of any and all non-cancelable obligations. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. Termination costs charged to the City shall not exceed the actual costs incurred as a result of early termination. No payment shall be made by the City for any expense incurred or

Services performed following the effective date of termination unless authorized in writing by the City.

15. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

16. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

17. Miscellaneous.

17.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein, including but not limited to the Original Agreement PROVIDED HOWEVER, that the parties' duties and obligations under the Original Agreement regarding insurance and indemnification shall survive as to any claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, known or unknown, for injury, sickness, disability or death to persons or damage to property or business, arising prior to the Effective Date of this Agreement. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

17.2 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.

17.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with 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. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

17.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and 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 in 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.

17.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

17.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

17.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

17.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

17.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

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

17.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in

connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

17.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

17.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

CITY:

Snohomish County, a political subdivision of the State of Washington

City of Marysville, a Washington municipal corporation

By _____
Name:
Title:

By _____
Name:
Title:

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

[The remainder of this page is intentionally left blank.]

**APPENDIX A
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County - Road Maintenance Division**

Work Operations (Estimates provided on a per project basis)
Drainage:
<ul style="list-style-type: none"> • Catch Basin Routine Maintenance: Manually clean catch basins to ensure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.
<ul style="list-style-type: none"> • Catch Basin Mechanical Cleaning: Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to ensure drainage system remains free of material and flows are not restricted.
<ul style="list-style-type: none"> • Culvert Cleaning, and Inspection, Manual: Inspecting and manually cleaning culvert inlets and outlets.
<ul style="list-style-type: none"> • Culvert Cleaning, Mechanical: Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to remove obstructions.
<ul style="list-style-type: none"> • Detention/Retention Basin Maintenance: Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and may include cleaning inlet and outlet grates/pipes.
<ul style="list-style-type: none"> • Ditch Maintenance: Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.
<ul style="list-style-type: none"> • Underground Retention/Detention Facility Maintenance: Mechanically or manually clean and/or inspect underground detention/retention facilities on the right of way to maintain proper design capacity for the structure. This activity requires compliance with confined space regulations.
Pavement Maintenance and Repair:
<ul style="list-style-type: none"> • Crack and Joint Sealing: Repair defects in pavement surface by installing crack filling material to prevent water from entering the sub-grade. Cracks are cleaned and routed prior to filling.
<ul style="list-style-type: none"> • Install Lane Markers/Raised Pavement Markers: Install lane markers to replace worn markers or to facilitate design changes in the channelization.

<ul style="list-style-type: none"> • Installation, Maintenance and Repair of Guardrail: Maintain and repair guardrail; adjust cable tension; repair damage caused by collisions; upgrade terminal end sections; adjust height and alignment; Install new guardrail to design specifications.
<ul style="list-style-type: none"> • Manual Pavement Patching: To repair the road surface by hand spreading asphalt mix (typically hot mix), raking to establish proper grade and compacting with a roller or other available means. Repair potholes, edge failures, dips, etc.
<ul style="list-style-type: none"> • Pavement Markings -Thermo-plastic/Durable: Apply durable channelization material (typically thermo-plastic) to the roadway to delineate the lane limits.
<ul style="list-style-type: none"> • Pavement Markings - Paint: Applying channelization to the roadway surface to delineate lane limits, such as edge lines (including gore lines), skip lines, no pass lines, centerlines, etc.
<ul style="list-style-type: none"> • Sweeping & Cleaning Pavement with Mechanical Pickup Broom: Use mechanical pickup sweeper to remove sand, dirt and accumulated debris from the roadway and shoulders. Special consideration: An advance person may be needed to pick up large debris prior to the sweeping operation. Additional trucks may be needed to haul the sweeper spoils to an approved waste site. 'No Parking' signs may be needed in advance.
<ul style="list-style-type: none"> • Traffic Sign Repair, Replacement, Maintenance and Installation: Repair, replace, maintain; or install new traffic signs to ensure that operational safety is maintained on the roadway system.
<p>Shoulder Maintenance:</p>
<ul style="list-style-type: none"> • Grade / Reshape Shoulders: Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.
<ul style="list-style-type: none"> • Shoulder Buildup Removal: Use a motor grader and belt loader to remove buildup of sand, dirt and vegetation at the edge of shoulder to allow for proper drainage.
<p>Snow & Ice:</p>
<ul style="list-style-type: none"> • Anti-icing and De-icing Application, Liquids: Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.
<ul style="list-style-type: none"> • Plowing/Sanding/Solid Deicer Application: Remove accumulated snow and slush from the roadway and shoulder of the roadway with a truck-mounted snowplow. Apply sand or other abrasives to roadways to improve traction during freezing weather and snowstorm conditions. This may include sand applied with pre-wet salt systems or blended with salt in solid form.
<p>Vegetation:</p>
<ul style="list-style-type: none"> • Control Vegetation Obstructions - Manual: Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.
<ul style="list-style-type: none"> • Cutting/Pruning/Selective Thinning: Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.

<ul style="list-style-type: none"> • Noxious and Nuisance Weed Control - Spot Spray Non-power Equipment: Use hand sprayer to control noxious weeds, as identified on the state or county noxious weed list, with approved herbicides applied at the recommended application rate. Also manually spray nuisance weeds. An herbicide application record is required for the treated area.
<ul style="list-style-type: none"> • Nuisance Vegetation Control - Manual: Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control undesirable vegetation obstructing line of sight or clear zone i.e., alders, blackberries and certain species of grasses.
<ul style="list-style-type: none"> • Nuisance Vegetation Control - Mechanical: Use power-operated equipment, i.e., mowers and brush cutters, to control undesirable vegetation i.e., alders, and blackberries, etc.
<ul style="list-style-type: none"> • Tree Trimming/Tree Canopy Maintenance: Use boom truck/bucket truck, saws and chippers to trim trees and canopied/encroaching shrubs to maintain clear zones, sight distance, pedestrian access, etc.
<ul style="list-style-type: none"> • Roadside Mowing: Mow with mechanical mower to control grass height and trim undesirable vegetation.

Other services provided:
<ul style="list-style-type: none"> • Call-out Response for urgent or emergency situations • Catch Basin/ Manhole Repair or Replacement • Chip Seals; Project or Patching • Culvert Repair or Replacement • Guidepost and Delineator Replacement • Hauling and Disposal of Waste Material • Hydro Seeding and Mulching • Instructor, Equipment Training and Other Training Courses • Maintenance and Repair of Concrete Structures • Mechanical Pavement Patching, Paverbox • Noxious Weed Control - Mechanical • Noxious Weed Control - Manual • Pavement Milling/Full Depth Repair (small, localized areas) • Pavement Patching with Subgrade Repair • Rip Rap and Cribbing Repair • Seeding, Mulching, and Planting including native species. • Shoulder Washout Repair • Slope Repair, Slide Clean up & Maintenance • Traffic Control for Mobile Operations • Traffic Control for Stationary Operations • Vector Waste Recycling/Disposal

**APPENDIX B
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County – Bridge Operations**

Work Operations (Estimates provided on a per project basis)
Bridge Inspection:
<ul style="list-style-type: none"> • Bridge Inspection Services: Routine and special bridge inspections, completion of bridge inspection reports (including photos and descriptions of the inspection), and entry of bridge inspection data into the Washington State Bridge Inventory System. The County's performance of inspections and reports shall be consistent with the National Bridge Inspection Standards as set forth in the current version of the Washington State Bridge Inspection Manual.
Other services provided:

**APPENDIX C
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County - Road Maintenance Division**

Work Order Form



SNOHOMISH COUNTY PUBLIC WORKS DEPARTMENT
 ROAD MAINTENANCE DIVISION
 8915 Cathcart Way
 Snohomish, WA 98296
 425.388.7500
 Fax 425.388.7538

ROAD MAINTENANCE AID AGREEMENT WORK ORDER

Agency/Jurisdiction: _____

Submitted By: _____ **Date Submitted:** _____

Contact Info: _____ **Requested Completion Date:** _____

Authorized By: _____ **Position/Title:** _____

(Signature from Agency/Jurisdiction for approval to proceed per Estimated Cost Below)

Date Approved: _____

WORK TO BE PERFORMED (Description and/or Sketch) (Attach Additional Pages If Needed)

Once completed please email to: Contact.PWRoad@snoco.org

For Completion by Snohomish County Road Maintenance Division

Estimated Cost For Services: _____ **Reimbursable Service Number:** RR

Approved By:

RM Operations Manager: _____ **Date:** _____

RM Director: _____ **Date:** _____

Date of Completion: _____ **By:** _____

After recording, return to:

Rachel Broadus
 Department of Public Works
 Road Maintenance Division
 8915 Cathcart Way
 Snohomish WA 98296

CONFORMED COPY
 201008020251 8 PGS
 08/02/2010 10:33am \$0.00
 SNOHOMISH COUNTY, WASHINGTON

**AID AGREEMENT
 FOR MINOR STREET PROJECTS
 FOR MUNICIPAL SERVICES**

THIS AGREEMENT is made and entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "County," and the CITY OF MARYSVILLE a municipal corporation of the State of Washington, hereinafter referred to as "City".

WHEREAS, the City is desirous of contracting with the County for the performance of municipal services within its boundaries by the County; and

WHEREAS, the County is agreeable to rendering such services on terms and conditions hereinafter set forth; and

WHEREAS, this agreement is entered into under the Interlocal Cooperation Act, Chapter 39.34 RCW, RCW 36.75.207 and RCW 35.77.020-.040;

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Agreement

- a. The County agrees to perform for the City any and all functions specified herein below relating to municipal services, subject to the availability of sufficient personnel, equipment and materials to perform the requested work without unduly disrupting the normal operation and functions of the County.
- b. For purpose of this Agreement, "municipal services" shall be limited to activities, not subject to mandatory competitive bidding, as determined by the City, and which do not exceed \$30,000 for a single project and including but not limited to the following:

Construction, repair, or maintenance services on City streets and bridges including, but not limited to road surface, vegetation management, drainage facilities, storm sewers, sidewalks, curbing, street lighting, and traffic control devices.

Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets of the City.

Snow plowing and/or the application of abrasives (this includes sand applied with pre-wet systems and sand/abrasives blended with snow and ice control chemicals) on portions of the routes designates (see 3.d.) by the City, during inclement weather conditions when County forces are mobilized for snow and ice control operations.

- c. The County Public Works Director and/or the County Road Engineer (County) and City Director of Public Works (City) are the Administrators of this Agreement. They are authorized to act on behalf of the County and City respectively, and shall finalize working procedures associated with any of the above activities comprising "municipal services".
- d. Nothing herein contained shall be construed as in any way divesting the City of any of its powers with respect to the supervision, management, and control of streets within its boundaries.

2. Performance of Municipal Services

- a. For the purpose of performing municipal services as herein specified, the County shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the City. Both parties agree that they and their officers and agents shall cooperate in the carrying out of said functions and that the County shall have full authority, possession and necessary control of the work with the full assistance when necessary from the police of the City.
- b. For the purpose of facilitating the performance of said functions, it is hereby agreed that the City, upon request of the County or its duly authorized representative, will order the temporary closing to traffic of all streets, or portions thereof, necessary to be closed before any work is commenced thereon.
- c. The work performed by the County under this Agreement shall be pursued with care and diligence, making every effort to recognize pertinent schedules of the City. The County shall notify the City of any hardship or other inability to perform under this Agreement, including postponement of requested work due to priority given the normal workload of County forces.

3. Work Order Requests

Requests for municipal services shall be processed through work order requests.

- a. If the City desires that the County perform any work within the scope of this Agreement, it shall direct a work order request to the appropriate County Public Works Division Director, on forms provided by the County, and shall adequately describe the work to be performed and indicate the desired completion date. The County may require a road plan and profile or sketches as may be required to adequately describe the scope, intent and detail of the work.

- b. The County shall respond to such work order request in writing. If the response is in the affirmative, the County shall include an estimate of time and costs to complete the work. Charges shall be in accordance with Section 4 of this Agreement.
- c. Upon receipt of the County's estimate, the City may issue a written notice to proceed which authorizes the County to perform the requested work. The issuance of a notice to proceed shall constitute a representation by the City that the schedule of charges and basis of payment referenced by paragraph 4.b. are acceptable and sufficient funds are appropriated to cover the cost of the requested work.
- d. Due to the emergent nature of snow and ice control operations, the work order requests for snow plowing and abrasives applications will be submitted once per year prior to the onset of inclement winter weather conditions and will be considered to be in effect until April 1st of the following year. The annual work order submittal shall include a plan identifying the portions of the routes on which the City desires winter maintenance services to be performed by the County. Unless otherwise notified by the City, the County will conduct winter maintenance operations on the city streets identified in the plan any time the County has mobilized winter operations in the general area. Individual work order requests will not be required to initiate the County's response to each weather event. The County shall track the time and materials expended on the city routes and shall bill accordingly per Section 4 of this Agreement.
- e. The scope of requested work may be amended in writing at any time with the consent of both parties; PROVIDED, the project as changed continues to fall within the scope of this Agreement; and PROVIDED FURTHER that the City may cancel or stop any particular work at any time subject to Section 4 below.

4. Basis of Payment

- a. Unless otherwise hereinafter provided, the City shall pay to the County Treasurer, for municipal services within the scope of this Agreement, the entire cost to the County of performing such work.

In computing the cost of the use of machinery and equipment, the full cost to the County of rental machinery and equipment and any operator furnished therewith, and the County equipment rental rate on County-owned machinery and equipment shall be included.

- b. The County shall be reimbursed in full by the City for municipal services provided by the County. The County shall document all costs for labor, materials and equipment with its billing to the City. The County agrees that only those costs directly allocable to a project under accepted accounting procedures will be charged to the project.

For the purpose of fixing the compensation to be paid by the City to the County for the services rendered, it is hereby agreed that there shall be included in each billing, to cover overhead and administrative costs, an amount not to exceed 15% of the total labor cost to the County of performing all services rendered by the County to the City during the billing period.

The City agrees to make payment on billings submitted by the County within thirty (30) days following receipt by the City of said billing. Payment shall be made for all work actually completed or performed.

5. Records

- a. The County shall maintain accurate time and accounting records related to work under this Agreement in the same manner as prescribed for normal County Road Projects. Such records as to any project shall be available for inspection in the County Department of Public Works for a period of three (3) years following final payment of billings for such project.
- b. The County shall keep a reasonable itemized and detailed work or job record covering the cost of all services performed including salaries, wages and other compensation for labor, supervision and planning; the reasonable rental value of all County-owned machinery and equipment; rental paid for all rented machinery and equipment together with the costs of an operator thereof and furnished with said machinery or equipment; the cost of all machinery and supplies furnished by the County; reasonable handling charges; and all additional items of expense incidental to the performance of such functions or service.
- c. The County shall render to the City at the close of each calendar month a summary billing covering all services performed during said month.

6. Facilities to be Provided by the City

Whenever necessary for the County to maintain administrative headquarters in the City and such necessity is acknowledged by the City Council, the City shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities, and in all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City.

It is expressly understood that in the event a local administrative office is maintained in the City for the County, such quarters may be used by the County in connection with the performance of this duty in territory outside of the City and adjacent thereto, provided however, that the performance of such outside duties shall not be at any additional cost to the City.

7. Indemnification

The City shall hold harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees, or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

The County shall hold harmless, indemnify, and defend, at its own expense, the City, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, employees, or agents.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the COUNTY and the CITY, its officers, employees, and volunteers, the COUNTY's liability hereunder shall be only to the extent of the COUNTY negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes both the County's and the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

8. Insurance.

The City is a member of a self-insured pool of municipal corporations that has at least \$1 million per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

The County is self-insured with a retention level of \$1 million. Above that level the County has excess liability coverage.

9. Commencement and Termination

- a. This Agreement shall be effective upon execution and shall remain in effect for a period of three (3) years from the date of execution unless otherwise terminated. The Agreement is contingent upon governmental funding and local legislative appropriations. Either party may terminate this Agreement in the event that funding from any source is withdrawn, reduced, limited or not appropriated.
- b. Either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' written notice to the other party.
- c. Upon termination of this Agreement as provided in this section, the County shall be paid by the City for work performed prior to the effective date of termination, less all payments previously made. No payment shall be made by the City for any expense incurred or work done following the effective date of termination unless authorized in writing by the City.

10. Notices

All notices required to be given by any party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed as provided in this paragraph.

CITY:

City of Marysville
Attn: Kevin Nielsen, PW Director
Department of Public Works
80 Columbia Avenue
Marysville, WA 98270

COUNTY:

Snohomish County
Department of Public Works
Road Maintenance Division
8915 Cathcart Way
Snohomish WA 98296

11. Jurisdiction

This Agreement has been made and shall be construed according to the laws of the State of Washington. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington in and for Snohomish County. The prevailing party in any litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

12. Independent Contractor

The parties agree and understand that the County is acting hereunder as an independent contractor and that no separate legal or administrative entity is created hereby. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be the employees and agents of the County and not the City. The County shall be solely liable to its personnel for salaries, wages, compensation and taxes arising out of the performance of this Agreement. The County's standards of performance and County personnel policies shall govern the performance of all persons performing work or services under this Agreement.

13. Severability

If any provision of the Agreement or its application to any person or circumstance is held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons or circumstances.

14. Amendment

This Agreement may be amended by a writing agreed to by the parties and executed with the same formalities as are required for the execution of this Agreement.

15. Entire Agreement.

This Agreement represents the entire agreement between the County and the City, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows:

SNOHOMISH COUNTY

By: [Signature]
Title: County Engineer
Date: 5/27/10

CITY OF MARYSVILLE

By: [Signature]
Title: MAYOR
Date: ~~5-28-10~~ 6-28-10

CONTRACT TEMPLATE ONLY
REVIEWED AND APPROVED:
Gordon W. Sivley
Deputy Prosecuting Attorney
Date: May 13, 2010

Snohomish County - Road Maintenance Division
2010 ESTIMATED COSTS* FOR STREET MAINTENANCE WORK

Work Operation	Unit	2010 per unit cost
• Anti-Icing and De-icing Application, Liquids: Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.	Hour	\$ 183
• Catch Basin Marking and Routine Maintenance: Manually clean catch basins to insure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.	Hour	\$ 96
• Catch Basin Mechanical Cleaning: Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to insure drainage system remains free of material and flows are not restricted.	Hour	\$ 221
• Control of Vegetation Obstructions - Manual: Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.	Hour	\$ 96
• Crack and Joint Sealing: Repair pavement surface and shoulder by installing crack filling material to prevent water from entering the sub-grade. Cracks should be cleaned by hot-air lance, rutting or other means prior to filling.	Hour	\$ 739
• Culvert Cleaning, Marking and Inspection, Manual: Inspecting and manually cleaning culvert inlets and outlets.	Hour	\$ 96
• Culvert Cleaning, Mechanical: Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to insure the flow capacity is not restricted.	Hour	\$ 221
• Cutting/Pruning/Selective Thinning: Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.	Hour	\$ 96
• Detention/Retention Basin Maintenance: Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and includes cleaning inlet and outlet grates/pipes.	Hour	\$ 221
• Ditch Maintenance: Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.	Hour	\$ 402
• Grade / Reshape Shoulders: Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.	Hour	\$ 217
• Install Lane Markers/Raised Pavement Markers: Install lane markers to replace worn markers or to facilitate design changes in the striping.	Hour	\$ 241
• Installation, Maintenance and Repair of Guardrail: Maintain and repair guardrail i.e., adjust cable tension, repair damage caused by errant vehicles, upgrade of terminal end sections, adjustments in height and alignment, new installations.	Hour	\$ 428
• Manual Pavement Patching: To repair the road surface by hand spreading asphalt mix (cold or hot mix), raking to establish proper grade and compacting with a roller or other available means.	Hour	\$ 203
• Noxious Weed Control - Spot Spray Non-power Equipment: Use hand sprayer to control noxious weeds, as identified on the county noxious weed list, with approved herbicides applied at the recommended application rate. Once the operation is complete, an herbicide application record is required for the treated area.	Hour	\$ 104
• Nuisance Vegetation Control - Manual: Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control nuisance vegetation i.e., alders, and blackberries, certain species of grasses to ensure the vegetation planted in landscaped areas is maintained in a healthy condition.	Hour	\$ 96

REVISIONS

30 MAY 2010

**AMENDMENT NO. 1 TO
INTERLOCAL AID AGREEMENT FOR MINOR STREET PROJECTS FOR
MUNICIPAL SERVICES**

THIS AMENDMENT NO. 1 TO INTERLOCAL AID AGREEMENT FOR MINOR STREET PROJECTS FOR MUNICIPAL SERVICES (the "First Amendment") is made and entered into this 22nd day of April, 2013, by and between Snohomish County, a political subdivision of the State of Washington (the "COUNTY"), and City of Marysville, a municipal corporation of the State of Washington (the "CITY").

WHEREAS, the COUNTY and the CITY executed an agreement entitled "Aid Agreement for Minor Street Projects for Municipal Services" (the "Original Agreement") on July 27, 2010, recorded under Snohomish County Auditor's File No. 201008020251;

WHEREAS, the COUNTY and the CITY wish to eliminate dollar limits on maintenance services commensurate with RCW 36.75.207 and RCW 35.77.020 through .040;

WHEREAS, the COUNTY and the CITY wish to further define "maintenance services" for purposes of complying with RCW 36.75.207 and RCW 35.77.020 through .040;

WHEREAS, the COUNTY and the CITY wish to extend the term of the Original Agreement for an additional year;

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

Section 1. Section 1, subsection b. of the Original Agreement is amended to read as follows:

For purpose of this Agreement, "municipal services" shall include but not be limited to the following:

1. Construction of small capital projects on City streets and bridges, not subject to mandatory competitive bidding, as determined by the City, and which do not exceed \$10,000 for a single project or activity as established by state law.
2. Maintenance services on City streets and bridges (including, but not limited to the list of municipal road and street services contained in Appendix A and B), to maintain the facility, as nearly as practical in its original as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.

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- 3. Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets and bridges of the City.

Section 2. Section 9, subsection a. of the Original Agreement is amended to read as follows:

This Agreement shall be effective upon execution and shall remain in effect for a period of four (4) years from the date of execution unless otherwise terminated. The Agreement is contingent upon governmental funding and local legislative appropriations. Either party may terminate this Agreement in the event that funding from any source is withdrawn, reduced, limited or not appropriated.

Section 3. All other terms and conditions of the Original Agreement shall remain in full force and effect except as expressly modified by this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first written above.

COUNTY:

CITY:

Snohomish County, a political subdivision of the State of Washington

City of Marysville, a municipal corporation of the State of Washington

By _____
 Name: _____
 Title: _____

By [Signature]
 Name: Jan Gehring
 Title: Mayor

Approved as to Form:

Approved as to Form:

 Deputy Prosecuting Attorney

[Signature]
 City Attorney

APPENDIX A
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County - Road Maintenance Division

Work Operations (Estimates provided on a per project basis)
Drainage:
<ul style="list-style-type: none"> • Catch Basin Routine Maintenance: Manually clean catch basins to ensure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.
<ul style="list-style-type: none"> • Catch Basin Mechanical Cleaning: Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to ensure drainage system remains free of material and flows are not restricted.
<ul style="list-style-type: none"> • Culvert Cleaning, and Inspection, Manual: Inspecting and manually cleaning culvert inlets and outlets.
<ul style="list-style-type: none"> • Culvert Cleaning, Mechanical: Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to remove obstructions.
<ul style="list-style-type: none"> • Detention/Retention Basin Maintenance: Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and may include cleaning inlet and outlet grates/pipes.
<ul style="list-style-type: none"> • Ditch Maintenance: Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.
<ul style="list-style-type: none"> • Underground Retention/Detention Facility Maintenance: Mechanically or manually clean and/or inspect underground detention/retention facilities on the right of way to maintain proper design capacity for the structure. This activity requires compliance with confined space regulations.
Pavement Maintenance and Repair:
<ul style="list-style-type: none"> • Crack and Joint Sealing: Repair defects in pavement surface by installing crack filling material to prevent water from entering the sub-grade. Cracks are cleaned and routed prior to filling.
<ul style="list-style-type: none"> • Install Lane Markers/Raised Pavement Markers: Install lane markers to replace worn markers or to facilitate design changes in the channelization.

<ul style="list-style-type: none"> • Installation, Maintenance and Repair of Guardrail: Maintain and repair guardrail; adjust cable tension; repair damage caused by collisions; upgrade terminal end sections; adjust height and alignment; Install new guardrail to design specifications.
<ul style="list-style-type: none"> • Manual Pavement Patching: To repair the road surface by hand spreading asphalt mix (typically hot mix), raking to establish proper grade and compacting with a roller or other available means. Repair potholes, edge failures, dips, etc.
<ul style="list-style-type: none"> • Pavement Markings -Thermo-plastic/Durable: Apply durable channelization material (typically thermo-plastic) to the roadway to delineate the lane limits.
<ul style="list-style-type: none"> • Pavement Markings - Paint: Applying channelization to the roadway surface to delineate lane limits, such as edge lines (including gore lines), skip lines, no pass lines, centerlines, etc.
<ul style="list-style-type: none"> • Sweeping & Cleaning Pavement with Mechanical Pickup Broom: Use mechanical pickup sweeper to remove sand, dirt and accumulated debris from the roadway and shoulders. Special consideration: An advance person may be needed to pick up large debris prior to the sweeping operation. Additional trucks may be needed to haul the sweeper spoils to an approved waste site. 'No Parking' signs may be needed in advance.
<ul style="list-style-type: none"> • Traffic Sign Repair, Replacement, Maintenance and Installation: Repair, replace, maintain; or install new traffic signs to ensure operational safety is maintained on the roadway system.
<p>Shoulder Maintenance:</p>
<ul style="list-style-type: none"> • Grade / Reshape Shoulders: Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.
<ul style="list-style-type: none"> • Shoulder Buildup Removal: Use a motor grader and belt loader to remove buildup of sand, dirt and vegetation at the edge of shoulder to allow for proper drainage.
<p>Snow & Ice:</p>
<ul style="list-style-type: none"> • Anti-icing and De-icing Application, Liquids: Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.
<ul style="list-style-type: none"> • Plowing/Sanding/Solid Deicer Application: Remove accumulated snow and slush from the roadway and shoulder of the roadway with a truck-mounted snowplow. Apply sand or other abrasives to roadways to improve traction during freezing weather and snowstorm conditions. This may include sand applied with pre-wet salt systems or blended with salt in solid form.
<p>Vegetation:</p>
<ul style="list-style-type: none"> • Control Vegetation Obstructions - Manual: Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.
<ul style="list-style-type: none"> • Cutting/Pruning/Selective Thinning: Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.

- **Noxious and Nuisance Weed Control - Spot Spray Non-power Equipment:** Use hand sprayer to control noxious weeds, as identified on the state or county noxious weed list, with approved herbicides applied at the recommended application rate. Also manually spray nuisance weeds. An herbicide application record is required for the treated area.
- **Nuisance Vegetation Control - Manual:** Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control undesirable vegetation obstructing line of sight or clear zone i.e., alders, blackberries and certain species of grasses.
- **Nuisance Vegetation Control - Mechanical:** Use power-operated equipment, i.e., mowers and brush cutters, to control undesirable vegetation i.e., alders, and blackberries, etc.
- **Tree Trimming/Tree Canopy Maintenance:** Use boom truck/bucket truck, saws and chippers to trim trees and canopied/encroaching shrubs to maintain clear zones, sight distance, pedestrian access, etc.
- **Roadside Mowing:** Mow with mechanical mower to control grass height and trim undesirable vegetation.

Other services provided:

- Call-out Response for urgent or emergency situations
- Catch Basin/ Manhole Repair or Replacement
- Chip Seals; Project or Patching
- Culvert Repair or Replacement
- Guidepost and Delineator Replacement
- Hauling and Disposal of Waste Material
- Hydro Seeding and Mulching
- Instructor, Equipment Training and Other Training Courses
- Maintenance and Repair of Concrete Structures
- Mechanical Pavement Patching, Paverbox
- Noxious Weed Control - Mechanical
- Noxious Weed Control - Manual
- Pavement Milling/Full Depth Repair (small, localized areas)
- Pavement Patching with Subgrade Repair
- Rip Rap and Cribbing Repair
- Seeding, Mulching, and Planting including native species.
- Shoulder Washout Repair
- Slope Repair, Slide Clean up & Maintenance
- Traffic Control for Mobile Operations
- Traffic Control for Stationary Operations
- Vactor Waste Recycling/Disposal

**APPENDIX B
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County – Bridge Operations**

Work Operations
(Estimates provided on a per project basis)

Bridge Inspection:

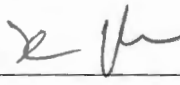
- **Bridge Inspection Services:** Routine and special bridge inspections, completion of bridge inspection reports (including photos and descriptions of the inspection), and entry of bridge inspection data into the Washington State Bridge Inventory System. The County's performance of inspections and reports shall be consistent with the National Bridge Inspection Standards as set forth in the current version of the Washington State Bridge Inspection Manual.

Other services provided:

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CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/14/13

AGENDA ITEM: City of Marysville Smokey Point Area Project, Professional Services Agreement	
PREPARED BY: Kari Chennault, Program Engineer – Surface Water	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works - Engineering	
ATTACHMENTS: Professional Services Agreement	
BUDGET CODE: 40250594.563000.D0801	AMOUNT: \$305,000

SUMMARY:

Attached is a Professional Services Agreement with Otak, Inc. to provide consulting services on the Smokey Point Area Project. A Joint Aquatic Resources Permit Application Form was provided to the regulatory agencies in August 2010. Since then City staff have been working to provide follow up information to the regulatory agencies, as requested. The Project was formally advertised by the United States Army Corps of Engineers (USACE) on January 11, 2013. The Department of Ecology (Ecology) and USACE have asked for additional studies and assessments of the Project area prior to issuing an Individual 404 permit and 401 certification. The services identified in the Scope of Work attached to the Professional Services Agreement are understood to be the required studies and assessments needed by Ecology and USACE to move forward on the project for permit issuance.

RECOMMENDED ACTION:

Staff recommends City Council authorize the Mayor to sign the Professional Services Agreement with Otak, Inc. in an amount not to exceed \$305,000.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND OTAK, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City"), and **Otak, Inc.**, a Washington Corporation ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding **the development of the Smokey Point Area Project** as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

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

in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

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

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

III.3 TERM. The term of this Agreement shall commence upon **Notice to Proceed** and shall terminate at midnight, **December 31, 2014**. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNITY. Indemnification/Hold Harmless Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the

Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

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

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

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

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

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

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

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

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

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process.

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$305,000** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books,

accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

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

**City of Marysville - Public Works Department
Attn: Kari Chennault
80 Columbia Avenue
Marysville, WA 98270**

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

**Otak, Inc.
Attn: Russ Gaston
10230 NE Points Drive, Suite 400
Kirkland, WA 98033**

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

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

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of

this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2013.

CITY OF MARYSVILLE

OTAK, INC.

By _____
Jon Nehring, Mayor

By Russell Gaston
Russ Gaston, Principal

Approved as to form:

City Attorney

Exhibit A – Scope of Services

The following scope is for the preparation of technical documentation and engineering plans for an application for an individual permits from the US Army Corps of Engineers (USACE) to implement the North Marysville Master Drainage Plan Final Wetland and Stream Mitigation Plan (Final Mitigation Plan) for the Smokey Point Area Project. The Conceptual Mitigation plan was submitted October 24, 2012, as part of a Joint Aquatic Resource Permit Application (JARPA) to USACE and Washington Department of Ecology (Ecology).

Summary of Activities and Costs

Phase 1: Final Mitigation Plan Submittal Documents Due by November 29, 2013

<i>Task 1.1 — Basemaps with Supplemental Field Surveyed Points</i>	<i>\$25,000</i>
<i>Task 1.2 — Preliminary (30%) Construction Plans</i>	<i>\$40,000</i>
<i>Task 1.3 — Final Wetland and Stream Mitigation Plan</i>	<i>\$30,000</i>
<i>Task 1.4 — Permit Submittal and Coordination</i>	<i>\$30,000</i>
<i>Task 1.5 — Phase Coordination and Management</i>	<i>\$10,000</i>

Phase 1 Cost: \$135,000

Phase 2: Final Mitigation Plan Supporting Documents

<i>Task 2.1 — Topographic Field Survey</i>	<i>\$30,000</i>
<i>Task 2.2 — Preliminary (60%) Construction Plans</i>	<i>\$50,000</i>
<i>Task 2.3 — Update Engineering Analysis</i>	<i>\$50,000</i>
<i>Task 2.4 — Permit Submittal and Coordination</i>	<i>\$30,000</i>
<i>Task 2.5 — Phase Coordination and Management</i>	<i>\$10,000</i>

Phase 2 Cost: \$170,000

Total Project Cost: \$305,000

Scope of Work

Phase 1 —Final Mitigation Plan Submittal Documents Due November 29, 2013

Task 1.1 — Basemaps with Supplemental Field Surveyed Points

Otak will provide basemapping for this project, using the information gathered for the *Regional Stormwater Pond No. 2 and Conveyance Project*, and supplementing with additional field surveying, basemap preparation, and professional land surveying services for the Final Mitigation Plan for both the Hayho and Edgecomb Creek Basins. Field survey and base mapping efforts from previous North Marysville projects and the County's DNR will be supplemented with data collected under this task for final design document preparation. Project horizontal and vertical control will be established based on City of Marysville datum (NAVD'88 vertical datum and Washington State Plane NAD'83 horizontal datum) and coordinate basis to the necessary detail for construction.

- a) Otak will provide Supplemental Field Survey of existing surface features necessary and to the level adequate for the alternatives analysis. This supplemental field surveying is intended to include horizontal and vertical survey shots/points, of features such as utilities, drainage outfall structures, ditches, fences, trees, and invert elevations at the tie-in locations to the upstream and downstream stream channel and floodplain.

The supplemental survey will be added to the City's GIS basemap and will be sufficient for the mitigation plan alternatives analysis and the preliminary (30%) construction plans. Planimetric features from the City's GIS basemap will include contour lines at two-foot intervals, existing streets (right-of-way, easements, and property lines), stream channel alignments, and reported utilities and culverts.

Note that a Supplemental Topographic survey of the preferred alternative will also be provided in Phase 2 of this scope, after completion of the 30% construction plans. The Phase 2 survey will include topographic breaks, pavement and other hardscape, significant trees (over eight inches in diameter), utilities, and appurtenant drainage structures necessary for final construction documents.

Project basemaps will be prepared at 20 scale and will include 25 total basemap sheets, approximately 8 sheets for the Hayho Creek improvements and 17 sheets for the Edgecomb Creek improvements.

Task 1.1 Budget - \$25,000

Task 1.2 — Preliminary (30%) Construction Plans

Otak will prepare preliminary construction plans for stream and wetland mitigation improvements at two stages of design development. Preliminary plans will be submitted to the City and then to permitting agencies at 30% level of design for review and comments.

Otak will address comments on the 30% plans in the 60% permit plans; however, issuance of approved permits may be conditional on review of the final construction plans (Task 1.5). The 30% design level plans will contain sufficient detail for inclusion with SEPA and Corps of Engineers/HPA permit applications. The 30% plan set will include 66 sheets as outlined below:

a) Stream Channel and Floodplain wetland

The stream channel and floodplain wetlands will be designed according to current Ecology and WDFW design standards (in place at time of project), where fish passage is of concern. Sheet List includes:

1. Grading and Channel Excavation Plans (25 sheets at 20 scale, see Task 1.1 above).
2. Stream and Floodplain Sections and profile (15 sheets)
3. Culverts and Stream Habitat Details (4 sheets)
4. Temporary Erosion and Sediment Control Plan (5 sheets at 100 scale)
5. TESC Notes and details (2 sheets)

b) Landscape Planting Plan

A landscape planting plan will be required for the stream floodplain wetlands, as wetland mitigation. The initial draft of these landscaping plans will be included in the 30% level of design.

The planting plans will include a planting palette for the various planting regimes along the stream channel and floodplain corridor (approximately 12 sheets at 40 scale and 3 detail sheets).

c) *Preliminary Cost Estimate*

Otak will prepare a preliminary construction cost estimate for the project based on the Preliminary Construction Plans (30-percent design level). The preliminary estimate will identify bid items, units, and unit prices for the project construction.

Task 1.2 Budget - \$40,000

Task 1.3 — Final Wetland and Stream Mitigation Plan

Otak will prepare a Final Wetland and Stream Mitigation Plan (Final Mitigation Plan) for the North Marysville Master Drainage Plan Improvements, based on the Preliminary Plans (Task 1.2) and the Conceptual Wetland and Stream Mitigation Plan (Conceptual Mitigation Plan).

The Final Mitigation Plan will be in accordance with Marysville's Municipal Code and guidance documents from the USACE and Ecology (Ecology et al., 2006a and b), and will include the following sections:

Section 1 – Introduction (from Conceptual Mitigation Plan)

Section 2 – Existing Conditions (from Conceptual Mitigation Plan)

Section 3 – Project Impacts and Proposed Mitigation (from Conceptual Mitigation Plan)

Section 4 – Final Wetland and Stream Mitigation Plan (New)

Section 5 – Monitoring (New)

Section 6 – Maintenance (New)

Section 7 - Contingency Actions (New)

Section 8 – Limitation (New)

Section 9 – References (Updated from Concept Mitigation Plan).

Task 1.3 Budget - \$30,000

Task 1.4 — Permit Submittal and Coordination

a) *Coordinate with City of Marysville and Regulatory Agency Staff*

- Otak will participate in permit coordination meetings with Marysville, USACE, WDFW, and Ecology staff.
- Otak will prepare meeting minutes with detail on decisions made and action items identified.
- Otak will track permit status and follow up with persons that action items are assigned to.

b) *Otak will Prepare and submit the following Permit Applications and supporting documentation*

- COE 404 individual permit that covers all of the Final Mitigation Plan
- *404 Alternative Analysis*

As required for a General Permit under Section 404 for USACE, an Alternatives Analysis will be prepared to document why the proposed project represents a net gain in ecological function over other alternatives to develop the North Marysville Planning Area to the current level of zoned land-use.

Task 1.4 Budget - \$30,000

Task 1.5—Phase Coordination and Management

a) *Coordinate with City of Marysville and Project Team*

Otak will coordinate the execution of the project with the City of Marysville project manager and the project team. Otak will prepare agendas and meeting minutes as appropriate for coordination and committee meetings, and generally assist the City to schedule meetings, reviews, and other project support activities as required over the anticipated 6 month project duration.

Task 1.5 Budget - \$10,000

Phase 1 Assumptions

- Real property appraisals, valuations, and acquisition negotiations are not included in this phase of the project.
- This scope of services does not include budget for utility pot-holing.
- The City will provide information as to the location of underground utilities within the surveyed area, both public and private. Otak will coordinate with utility location services to conduct pot holing, if needed.
- Survey will be conducted using the same methods and level of detail as used for the North Marysville Regional Pond project.
- The HSPF model previously prepared for the North Marysville Master Drainage Plan will be modified for this project; thus, a new model will not need to be developed.
- Groundwater and water quality will not be modeled in this proposed scope of work, but can be added later if needed the permitting process requires it.
- The City will obtain and provide rights-of-entry permission for private properties prior to performing field survey work.
- The City will resolve the issue of title and ownership of the lands adjacent to Hayho Creek Channel and the 30-foot buffer that was originally included in the easement given to Drainage District #5. If this is currently in County ownership, the City will negotiate and purchase said lands from the County prior to the initiation of the real property work associated with this project. If this legal and ownership issue is not resolved prior to the initiation of this work, additional costs may be incurred and passed on to the City
- The budget for this task is based upon a 6 -month project duration and the scope of services described above.
- The estimated wetland edge on the Hayho site is sufficient for the design and permitting of the proposed restoration project (anticipated to be under a USACE Nationwide Permit [NWP] 27).
- Local, state and federal agencies work with the Governor's Office for Regulatory Innovation and Assistance to update and maintain the Joint Aquatic Resources Permit Application (JARPA) form. This form will be used for all permit applications.
- The JARPA submitted in October 2012 to the USACE and Ecology will be sufficient for the Hayho restoration project. Additional information may be submitted to the regulatory agencies; however, a new JARPA form will not be required.
- The Biological Assessment (BA) prepared in 2010 for the Hayho and Edgecomb projects will be sufficient to achieve ESA compliance for the projects, and the project will result in an informal consultation with the Services based on the effects determination in the 2010 BA.
- The wetland delineations on the project site are complete and current, and do not require re-delineation; verification; or additional delineation, reporting, or rating.
- The USACE jurisdictional determinations for all waters of the U.S. on the project site are complete and valid.

- The JARPA submitted in October 2012 to the USACE and Ecology will be sufficient for the project(s). Additional information may be submitted to the regulatory agencies; however, a new JARPA form will not be required.
- The project will require a USACE individual permit. However, the development of 156th/152nd Street NE (and its associated mitigation) could be split out into a USACE NWP 14 if the City requests that this portion of the project occur first.
- The development of 51st Avenue NE could also be split out from the USACE individual permit as another COE NWP 14, if total proposed impacts to waters of the U.S. are less than 0.5 acre. We will receive hydrology data from the City regarding the surface flow/connections of ditches (and subsequent jurisdictional determinations) along 51st Avenue NE.

Phase 2—Final Mitigation Plan Supporting Documents

Task 2.1 — Topographic Field Survey

Otak Field survey crews will collect topographic and planimetric information of the Hayho and Edgecomb Creek Wetland and Stream Channel Improvements for 60% and final design. The information collected and extent of surveyed areas will be limited to that necessary to complete the design and construction of the improvements.

The survey will include topography breaks, pavement and other hardscape, significant trees (over eight inches in diameter), utilities, and appurtenant drainage structures necessary for final construction documents. The supplemental survey will be added to the City's GIS basemap and be sufficient for final design of the improvements. The map will show planimetric features with contour lines at one-foot intervals. Existing street right-of-way, easements, and other boundary monumentation will be surveyed and used to establish existing right-of-way lines and property lines of record.

Task 2.1 Budget - \$30,000

Task 2.2 — Preliminary (60%) PS&E Plans

Otak will prepare final Preliminary Plan, Specification, and Construction Cost Estimate (PS&E) that addresses the 30% comments in the Draft Preliminary (30%) plans, with the understanding that issuance of approved permits may be conditional on review of the final (100%) construction plans. The 60-percent design level plans will contain sufficient detail to assess constructability and for inclusion with final permit applications.

Task 2.2 Budget - \$50,000

Task 2.3 — Update Engineering Analysis

The basin hydrology and storm drain conveyance and detention system model will be updated. The goals of the hydraulic analyses are to use the modeling results to accomplish the following:

- Verify that no adverse conditions will result from the stream channel and evaluate channel stability.
- Establish and evaluate the floodplain wetland hydroperiod

a) *Rerun HSPF Hydrologic model*

Based on the 60 percent plans, Otak will refine and rerun the HSPF (Hydrologic Simulation Program Fortran) model developed in the North Marysville Master Drainage Plan to produce a continuous time series of runoff data. The continuous time series of runoff and associated peak rates will become the hydrologic input for all hydraulic analyses to be performed using HEC-RAS.

b) Hydraulic Analysis of Stream Channel and Floodplain

Based on the 60 percent plan, Otak will create a HEC-RAS model of the Hayho Channel throughout the project length, to:

- Evaluate the proposed stream channel with beaver dams and floodplain to verify that no flooding will occur along the channel.
- Evaluate the hydro-period of the proposed floodplain wetlands.

c) Hayho Creek Stream Channel Stability Analysis

Based on the 60 percent plans, and geomorphic assessment, Otak will conduct channel stability analysis to verify that the proposed design will be stable over the range of flow expected to occur in the stream.

d) Draft Engineering Design Report

Otak will prepare an engineering design report to document the design including stormwater calculations and design recommendations. The design report will be used primarily to facilitate the City's review of the engineering design. One draft (60%) and one final (100%), with a later phase of the project, design report will be prepared.

Task 2.3 Budget - \$50,000

Task 2.4—Permit Submittal and Coordination

c) Coordinate with City of Marysville and Regulatory Agency Staff

- Otak will participate in permit coordination meetings with Marysville, Ecology, WDFW, and USACE staff.
- Otak will prepare meeting minutes with detail on decisions made and action items identified.
- Otak will track permit status and follow up with persons that action items are assigned to.

a) Otak will Prepare and submit the following Permits

• *Ecology 401 Water Quality Certification*

Otak will complete the forms required by Ecology for Water Quality Certification for the project and transmit them to the City. The City will review and approve the forms and submit them to Ecology for review and approval.

• *A Water Quality Protection and Monitoring Plan (WQPMP)*

The plan will describe best management practices (BMPs) to be utilized to protect water quality during in-water work, note that the Water Quality Certification is in-water construction, whereas the Construction Stormwater General Permit will address stormwater. Note that Ecology can condition in a Water Quality Certification for this plan.

The WQPMP will show the location of water quality samples, number and frequency of samples to be taken, parameters to be sampled, sampling equipment, how detection of any exceedances of the water quality standards will be handled, notification to DOE in the case of any exceedances, and reporting of water quality sampling.

- *City Clearing and Grading Permit Application*
Otak will prepare the Clearing and Grading Permit application for the project and transmit it to the City for review and approval. It is assumed that the City Public Works will approve the permit and transmit it to the City's Planning Department for processing and approval.
- *Cultural Resources Inventory*
Otak will have a Cultural Resources Inventory report prepared by an appropriate sub-consultant to meet the provisions of Section 106 of the Historic Preservation Act, as required to meet the standards of the 404 permitting process.

Task 2.4 Budget - \$30,000

Task 2.5—Phase Coordination and Management

- b) *Coordinate with City of Marysville and Project Team*
Otak will coordinate the execution of the project with the City of Marysville project manager and the project team. Otak will prepare agendas and meeting minutes as appropriate for coordination and committee meetings, and generally assist the City to schedule meetings, reviews, and other project support activities as required over the anticipated 6 month project duration.
- c) *Coordinate with Utilities*
Some coordination with existing utilities may be necessary to accommodate the proposed improvements. Some of these may include power, communication, gas, sewer, or water. Otak's support will correspond and communicate with affected utilities for design coordination.

Task 2.5 Budget - \$10,000

Index #11

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE AUTHORIZING THE EXECUTION AND ENTRY INTO AN INTERLOCAL AGREEMENT CREATING THE ASSOCIATION OF WASHINGTON CITIES EMPLOYEE BENEFIT TRUST INTERLOCAL AGREEMENT AND ACKNOWLEDGING THAT THE CITY SHALL BE SUBJECT TO ASSESSMENTS THEREUNDER.

WHEREAS, the Association of Washington Cities Employee Benefit Trust (the “Trust”) is an entity to which contributions by cities and towns and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust (“Participating Cities and Towns,” and “Participating Non-City Entities”) and their employees can be paid and through which the Board of Trustees of the Trust (“Trustees”) provides one or more insured health and welfare benefit plans or programs to Participating Cities and Towns’ and Non-City Entities’ employees, their dependents and other beneficiaries (“Beneficiaries”), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code, providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and Participating Cities and Towns and Non-City Entities have determined that it is in the best interest of Participating Cities and Towns and Non-City Entities to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which other insured health and welfare benefit program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, the Association of Washington Cities Employee Benefit Trust Interlocal Agreement (the “Interlocal Agreement”) attached hereto creates a joint self-insured health and welfare benefit program (the “Health Care Program”) to be administered by the Trustees for the purposes of providing self-insured health benefits to Beneficiaries; and

WHEREAS, WAC 200-110-030 requires every local government entity participating in a joint self-insurance health and welfare benefit program to adopt such program by resolution; and

WHEREAS, Chapter 48.62 requires Health Care Program assets to be managed consistent with existing authority over use of municipal funds in RCW 35.39.030. The Trust will manage Health Care Program reserves in compliance with Chapter 48.62 RCW; RCW 35.39.030, and the Health Care Program Investment Policy; and

WHEREAS, all premium contributions for use in the Health Care Program are deposited into a designated account within the Trust, the Health Care Program Account (the "HCP Account"), and the HCP Account represents a pool of funds that is independent of all other Trust or AWC funds; and

WHEREAS, the Trust intends to manage the HCP Account assets in compliance with federal and state laws and the Interlocal Agreement; and

WHEREAS, the City of Marysville believes it is in the best interest of the Health Care Program to allow the Trust to manage the HCP Account;

NOW THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to execute the Interlocal Agreement creating the Health Care Program;

RESOLVED FURTHER, that by authorizing execution of said Interlocal Agreement, the City of Marysville acknowledges that it shall be subject to assessments as required by the Health Care Program.

PASSED by the City Council and APPROVED by the Mayor the _____ day of October, 2013.

CITY OF MARYSVILLE

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:


City Attorney

Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/14/13

AGENDA ITEM: Authorize the Mayor to sign the Resolution and Interlocal Agreement to participate in the Association of Washington Cities (AWC) Employee Benefit Trust Self-Funded Health Care Program.	
PREPARED BY: Kristie Guy	DIRECTOR APPROVAL: 
DEPARTMENT: Human Resources	
ATTACHMENTS: Resolution, Interlocal Agreement, Fact Sheet	
BUDGET CODE:	AMOUNT:

SUMMARY:

The AWC Employee Benefit Trust is a Voluntary Employees' Beneficiary Association (VEBA), as defined in IRC 501 (c) (9). The Trust was formed in 1970 by the Association of Washington Cities to offer affordable coverage for its cities and towns with participants in Law Enforcement Officers and Fire Fighters Pension Plan 1 (LEOFF 1). Since that time, the Trust has broadened its insured membership to include all walks of municipal government and their families. Today, the Trust serves 275 participating entities and insures approximately 36,000 employees and family members.

On July 25, 2013, the AWC Employee Benefit Trust Board of Trustees voted to move from a fully insured benefit program to a self-insured model. Among a variety of advantages and opportunities that goes along with self-funding, was a projection of a 0% increase for employees covered by the Trust's Regence/Asuris Medical, Group Health Medical, WDS Dental, and VSP Vision self-insured plans for 2014.

In order to conduct business as a self-insured program, the AWC Employee Benefit Trust is now required to comply with RCW 48.62 and WAC 200-110. This involves following the state law and rules administered by the Washington State Risk Manager. One of those requirements is that each member must approve, by resolution, an Interlocal agreement authorizing them to participate.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the Resolution and Interlocal Agreement to participate in the Association of Washington Cities Employee Benefit Trust Self-Funded Health Care Program.

ASSOCIATION OF WASHINGTON CITIES EMPLOYEE BENEFIT TRUST HEALTH CARE PROGRAM INTERLOCAL AGREEMENT

This Agreement is made and entered into in the State of Washington by and among the Association of Washington Cities Employee Benefit Trust (the “Trust”) and cities and towns, and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust (“Participating Cities and Towns,” or “Participating Non-City Entities”), all of whom are signatories to this Agreement.

RECITALS

WHEREAS, the Trust is an entity to which contributions by Participating Cities and Towns and Non-City Entities (defined below) and Participating Employees (defined below) are paid and through which the Board of Trustees provides one or more insured health and welfare benefit plans or programs to Participating Employees, their covered dependents and other beneficiaries (“Beneficiaries”), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code (“VEBA”), providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and the Participating Cities and Towns have determined that it is in the best interest of Participating Cities and Towns to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which health and welfare benefit plan or program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement (defined below) to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, each local government entity that is a signatory hereto, as required by WAC 200-110-030, acts upon the authority of a resolution adopting this Agreement and the Health Care Program (defined below) created herein;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

The following are definitions of terms used in the Agreement. Unless indicated otherwise, other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

- 1.1 **Agreement** means this Interlocal Agreement entered into under the authority of Chapter 39.34 RCW and as required by RCW 48.62.031(2) between the Trust and Participating Employers.
- 1.2 **Association of Washington Cities** or **AWC** means the Association of Washington Cities, a not-for-profit membership association established pursuant to the laws of the state of Washington for the purpose of providing various services to and on behalf of its member cities.
- 1.3 **Association of Washington Cities Employee Benefit Trust** or the **Trust** means the trust and all property and money held by such entity, including all contract rights and records, established for the sole purpose of providing life, sick accident or other health and welfare benefits to Participating Employees, their covered dependents and other beneficiaries, and which is approved by the Internal Revenue Service as a VEBA.
- 1.4 **Employee Benefits Advisory Committee** or **EBAC** means the committee defined in Article V of the Trust Agreement that may be delegated responsibility by the Board of Trustees, including but not limited to: overseeing the operations of the Health Care Program, analyzing and developing annual premium levels and benefit coverage changes for recommendation to the Board of Trustees and performing other duties necessary to ensure that the needs of Participating Employers are met and the long-term financial health of the Health Care Program is maintained.
- 1.5 **Health Care Program** means the joint self-insurance program offering self-insured health benefit options through the HCP Account.
- 1.6 **HCP Account** means a designated account within the Trust and created by this Agreement, the Trust Agreement and Trust Health Care Program policies all under the authority of Chapter 48.62 RCW to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries and further described in Article 6.
- 1.7 **Non-City Entity** means any public agency, public corporation, intergovernmental agency or political subdivision, within the state of Washington that meets the requirements of Article IX, Section 1(c)(ii) and (iii) of the Trust Agreement for participation in the Health Care Program.
- 1.8 **Participating City** means any city or town within the state of Washington that meets the requirements of Article IX, Section 1(a) or Section 1(b) of the Trust Agreement.

- 1.9 **Participating Employee** means any individual employed by a Participating Employer and for whom the Participating Employer makes contributions to the Trust, and any individual who may have been so employed but is subsequently laid off, terminated, or retired.
- 1.10 **Participating Employer** means a Participating City or Non-City Entity that is also a party to this Agreement.
- 1.11 **Resolution** means the resolution adopted by each Participating City or Non-City Entity that authorizes the Health Care Program.
- 1.12 **State Risk Manager** or **Risk Manager** means the risk manager of the Risk Management Division within the Department of Enterprise Services.
- 1.13 **Stop Loss Insurance** or **Reinsurance** means a promise by an insurance company that it will cover losses of the Health Care Program over and above an agreed-upon individual or aggregated amount, which definition shall be modified by any changes to the definition of stop loss insurance in WAC 200-110-020.
- 1.14 **Third-Party Administrator** means the independent association, agency, entity or enterprise which, through a contractual agreement, provides one or more of the following ongoing services to the Health Care Program: pool management or administration services, claims administration services, risk management services, or services for the design, implementation, or termination of an individual or joint self-insurance program.
- 1.15 **Trust Agreement** means the Trust Agreement Governing the Trust amended and restated July 1, 2013, and any subsequent amendments thereto.
- 1.16 **Trustees** or **Board of Trustees** means the following individuals and their successors, who together, govern the Trust and the Health Care Program:
- 1.16.1 the AWC President and the AWC Vice President;
- 1.16.2 the EBAC Chair and the EBAC Vice Chair; and
- 1.16.3 an individual elected pursuant to the procedures in Article III, Section 5 of the Trust Agreement to serve as the trustee from one of the following regions:
- (a) North East Region (known as the “North East Region Trustee”);
- (b) North West Region (known as the “North West Region Trustee”);
- (c) South East Region (known as the “South East Region Trustee”); and
- (d) South West Region (known as the “South West Region Trustee”).

Individuals from Non-City Entities are not eligible to serve as Trustees.

ARTICLE 2

PURPOSE

This Agreement is entered into for the purpose of authorizing the Health Care Program created by the Trust to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries. The Health Care Program shall comply with the statutory provisions found in Chapters 48.62 and 39.34 RCW and the regulatory requirements contained in WAC 200-110 applicable to joint self-insurance programs.

ARTICLE 3

PARTIES

Each party to this Agreement certifies that it intends to participate in the Health Care Program. Participating Employers are signatories of this Agreement to become effective on a date to be mutually determined (the "Effective Date") and with such other Participating Cities and Non-City Entities as may later be added to and become signatories to this Agreement.

ARTICLE 4

DURATION OF AGREEMENT

- 4.1 This Agreement shall become effective on the Effective Date.
- 4.2 This Agreement shall have perpetual duration unless terminated as hereinafter provided.

ARTICLE 5

MEMBERSHIP COMPOSITION

The Health Care Program shall be open to Participating Cities and Non-City Entities. Participation in the Health Care Program is voluntary and not a requirement of AWC membership. The Board of Trustees shall provide for the reasonable admission of new Participating Cities and Non-City Entities.

ARTICLE 6

HCP ACCOUNT

- 6.1 All premium contributions by Participating Employers, Non-City Entities and Participating Employees for use in the Health Care Program are deposited into the HCP Account.
- 6.2 The HCP Account represents a pool of funds that is independent of all other Trust or AWC funds and independent of all other Participating Employer and Non-City Entity funds. The funds deposited into the HCP Account are held, managed and expended only for the Health Care Program and reasonable expenses, consistent with applicable state

and federal statutes and rules governing joint self-insurance programs and self-insurance programs generally.

- 6.3 The HCP Account is subject to audit by the State Auditor's Office.

ARTICLE 7

TRUSTEE POWERS RELATED TO HEALTH CARE PROGRAM

The Board of Trustees is provided with the powers and functions established under RCW 48.62.031 to accomplish the following:

- 7.1 Promote the economical and efficient means by which health benefits coverage is made available to Participating Employers and Non-City Entities and provided to Participating Employees, their covered dependents and other beneficiaries;
- 7.2 Protect the financial integrity of the Health Care Program through purchase of Stop Loss Insurance or Reinsurance in such form and amount as needed;
- 7.3 Contract for or otherwise provide risk management and loss control services;
- 7.4 Contract for or otherwise provide legal counsel for the defense of claims and other legal services;
- 7.5 Consult with the state insurance commissioner and the State Risk Manager;
- 7.6 Obligate the Participating Employers and Non-City Entities to pledge revenues or contribute money to secure the obligations or pay the expenses of the Health Care Program, including the establishment of a reserve or fund for coverage; and
- 7.7 Exercise all other powers and perform all other functions reasonably necessary to carry out the purposes of the Health Care Program, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 8

ORGANIZATION OF HEALTH CARE PROGRAM

- 8.1 The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Trustees or any delegates review and analyze Health Care Program-related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW.
- 8.2 The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 9

RESPONSIBILITIES OF THE TRUSTEES

- 9.1 The Board of Trustees shall discharge its responsibilities under this Agreement as follows:
- 9.1.1 Provide for the efficient management and operation of the Health Care Program;
 - 9.1.2 Provide for health benefit coverage options for Participating Employees, their covered dependents and other beneficiaries;
 - 9.1.3 Determine the level of Stop Loss Insurance or Reinsurance coverage for claims expenses above the amounts deemed appropriate for self-insurance;
 - 9.1.4 Ensure that the Health Care Program meets required state and federal statutes and rules;
 - 9.1.5 Contract with vendors required to meet the responsibilities established by the Trust Agreement, Health Care Program policies, and applicable state and federal statutes and rules;
 - 9.1.6 Maintain the balance between meeting the Health Care Program needs of Participating Employers and the long-term financial integrity of the Health Care Program;
 - 9.1.7 Prepare an annual financial report on the operations of the Health Care Program; and
 - 9.1.8 Provide for other services deemed appropriate by the Board of Trustees to meet the purposes of this Agreement.
- 9.2 The Board of Trustees may delegate the responsibilities described in this Article 9 to the EBAC or other delegates at its complete discretion.

ARTICLE 10

RESPONSIBILITIES OF THE PARTICIPATING EMPLOYERS

In order to participate in the Health Care Program, Participating Employers shall:

- 10.1 Be a Participating City or Non-City Entity in good standing and comply with the requirements of admission or qualification as established by the Board of Trustees;
- 10.2 Adopt this Agreement by Resolution, agreeing to its terms and provisions;
- 10.3 Submit the Resolution and Agreement to the Trust;

- 10.4 Read the terms, conditions and representations set forth in the application agreement related to participation in the Health Care Program;
- 10.5 Designate an employee of the Participating Employer to be a contact person for all matters relating to the Participating Employer's participation in the Health Care Program;
- 10.6 Pay premiums for the Health Care Program to the Third-Party Administrator no later than the tenth day of the month in which the premium is due;
- 10.7 By formal action of the legislative body of the Participating Employer, approve policies and procedures necessary to secure protected health information ("PHI") in accordance with Chapter 70.02 RCW and the Health Insurance Portability and Accountability Act ("HIPAA") privacy and security rules, codified at 45 C.F.R. Parts 160-164;
- 10.8 Provide the Health Care Program with such information or assistance as is necessary for the Health Care Program to meet its responsibilities under this Agreement; and
- 10.9 Cooperate with and assist the Health Care Program and any insurer of Stop Loss Insurance or Reinsurance, in all matters relating to the administration and operation of the Health Care Program and all matters relating to this Agreement.
- 10.10 Comply with all bylaws, rules, regulations and policies adopted by the Board of Trustees relating to the Health Care Program.

ARTICLE 11

RESERVE FUND INVESTMENT

All reserve fund investments from the HCP Account shall be made in a manner that is consistent with RCW 48.62.111, Chapter 39.59 RCW, WAC 200-110-090 and the Health Care Program Investment Policy.

ARTICLE 12

FINANCIAL RECORDS

- 12.1 The Board of Trustees shall develop estimated revenue and expenditures to establish a budget for each fiscal year covering January 1 through December 31 annually. Actual Health Care Program revenues and expenditures shall be monitored monthly by the Board of Trustees and reported at its quarterly meetings.
- 12.2 The accounting records of the Health Care Program are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The Health Care Program also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. Once reviewed and approved by the

Office of the State Auditor the year-end financial report is transmitted to the Office of the State Risk Manager.

- 12.3 Financial records of the Health Care Program shall be subject to audit by the Office of the State Auditor. Year-end financial reports and audit results shall be made available to interested parties. The Health Care Program shall provide financial information as required by state statute and rule to the Office of the State Risk Manager.

ARTICLE 13

PARTICIPATING EMPLOYER TERMINATION AND WITHDRAWAL

- 13.1 A Participating Employer must remain in good standing with the Trust and adhere to the requirements of this Agreement. In the event that a Participating Employer fails to be a Participating City or Non-City Entity in good standing, participation in the Health Care Program shall automatically terminate without notice as shall all health and welfare benefits provided through the Health Care Program.
- 13.2 The Board of Trustees may take action to terminate membership or deny membership in the Health Care Program where it determines that such termination or denial is in the best interest of the Health Care Program
- 13.3 When a Participating Employer's eligibility in the Health Care Program is affected due to merger or annexation, the affected Participating Employer may petition the Board of Trustees to remain in the Health Care Program.
- 13.4 A Participating Employer may only withdraw its participation in the Health Care Program at the end of the calendar year and must provide written notice to the Trust at least thirty-one (31) days in advance of the end of the calendar year (December 31st).
- 13.5 In the event of withdrawal or non-renewal, the Health Care Program will cover any of the Participating Employer's remaining outstanding Health Care Program claims expenses incurred prior to the Participating Employer's withdrawal from or non-renewal in the Health Care Program.
- 13.6 No Participating Employer, because of withdrawal or any other reason, has any right or interest in the HCP Account because of its nature as a rate stabilization fund. In the event any Participating Employer withdraws from the Health Care Program, its Participating Employees, their covered dependents and other beneficiaries and any Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (COBRA) participants and contract personnel and dependents approved by the Board of Trustees, shall forfeit all right and interest to the HCP Account.

ARTICLE 14

TERMINATION OF HEALTH CARE PROGRAM

- 14.1 In the event the Health Care Program is terminated, the Board of Trustees shall distribute the remaining funds in the HCP Account to the Trust or any successor association authorized by Chapter 39.34 RCW for like purposes for use in any program with similar purposes.
- 14.2 Upon termination, this Agreement and the HCP Account shall continue for the purpose of paying remaining outstanding claims and expenses and fulfilling all other functions necessary to complete the business of the Health Care Program.

ARTICLE 15

MEETINGS, NOTICES AND COMMUNICATIONS

- 15.1 The Board of Trustees and the EBAC, if any responsibilities for Trust management have been delegated thereto, shall provide notice of their regular and special meetings and hold their meetings in accordance with Chapter 42.30, RCW Open Public Meetings Act.
- 15.2 Communications with Participating Employers may occur using mail, email or posting on the Health Care Program website. The website shall be partitioned to provide information for the general public and information specific to Participating Employers and their employees.
- 15.3 Communications may come directly from the Health Care Program, through the Third-Party Administrator or through another vendor on behalf of the Health Care Program.

ARTICLE 16

AMENDMENTS TO INTERLOCAL AGREEMENT

- 16.1 The Board of Trustees shall review and analyze any proposed amendment to this Agreement. An amendment may be proposed for review by any party to this Agreement.
- 16.2 The Board of Trustees upon its discretion may take action by resolution on any amendment at any regular meeting of the Board of Trustees.

ARTICLE 17

PROHIBITION ON ASSIGNMENT

- 17.1 No Participating Employer may assign any right or claim of interest it may have under this Agreement.

- 17.2 No creditor, assignee or third-party beneficiary of any employer shall have the right, claim or title to any party, share, interest, premium or asset of the Trust, HCP Account or the Health Care Program.

ARTICLE 18

HEALTH CLAIM DISPUTES AND APPEALS

In the event that a dispute arises over a health claim, the procedures, adjudication requirements and administrative remedies shall be found in the Health Care Program's plan document applicable to the Health Care Program covering the claimant.

ARTICLE 19

PLAN ADMINISTRATION DISPUTES AND APPEALS

- 19.1 In the event that a dispute arises between a Participating Employer and the Health Care Program, the Participating Employer shall document the circumstances causing the dispute and submit a written request for review of the disputed circumstances to the Board of Trustees. Upon review of such information, the Board of Trustees shall attempt to resolve the dispute.
- 19.2 If the Board of Trustees' resolution to the dispute is deemed unsatisfactory, then alternative dispute resolution through mediation or binding arbitration may be necessary.

ARTICLE 20

ENFORCEMENT OF TERMS OF AGREEMENT

- 20.1 The Board of Trustees may enforce the terms of this Agreement.
- 20.2 In the event legal action is initiated to enforce any term or provision of this Agreement against any present or previous Participating Employer, the prevailing party shall receive such reimbursement of costs as the court deems reasonable for attorneys' fees and costs related to the relevant legal action.

ARTICLE 21

DEFAULT

- 21.1 If any Participating Employer fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after the Board of Trustees has given the Participating Employer written notice describing such failure, the Participating Employer shall be considered in default.
- 21.2 Upon default, the Board of Trustees may immediately cancel the Participating Employer's participation in the Health Care Program without additional notice or exercise some other remedy otherwise provided by law.

- 21.3 The rights and remedies of the Board of Trustees are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

ARTICLE 22

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute a waiver or right to demand payment of all sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 23

CONTRACT MANAGEMENT

The Health Care Program shall designate a person to whom the State Risk Manager shall forward legal process served upon the Risk Manager; **The AWC Chief Executive Officer** (designee or successor). **The Health Care Program Director** shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

ARTICLE 24

SEVERABILITY

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

ARTICLE 25

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 26**HEADINGS**

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 27**AGREEMENT COMPLETE**

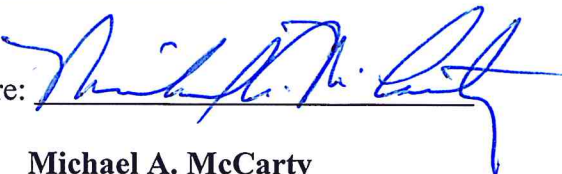
This Agreement and the documents referenced herein contains all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

Association of Washington Cities
Employee Benefit Trust

Participating Employer

Signature: 

Name: **Michael A. McCarty**

Title: Chief Executive Officer

Date: August 30, 2013

Signature: _____

Name (print): _____

Title: _____

Date: _____

Effective Date: January 1, 2014

AWC Employee Benefit Trust

Self-Funded Health Care Program

Fact Sheet

On August 26, 2013, the State Risk Manager approved the AWC Trust's application to self-insure the medical plans through Group Health and Regence Blue Shield, the Vision Service Plan, and Washington Dental Service plan effective January 1, 2014. The remaining insurance products will continue to be fully-insured. This fact sheet is intended to provide background of the Trust and insight into the Board of Trustee conversation ultimately leading to the decision to self-insure.

Trust history

The AWC Employee Benefit Trust is a Voluntary Employees' Beneficiary Association (VEBA), as defined in IRC 501 (c) (9). The Trust was formed in 1970 by the Association of Washington Cities to offer affordable coverage for its cities and towns with participants in Law Enforcement Officers and Fire Fighters Pension Plan 1 (LEOFF 1). Since that time, the Trust has broadened its insured membership to include all walks of municipal government and their families. Today, the Trust serves 275 participating entities and insures approximately 36,000 employees and family members.

The Trust currently offers medical, dental, vision, employee assistance program, life insurance, long-term disability insurance, and long-term care insurance. In 1984, the Board of Trustees proved to be true visionaries in the health care industry and adopted an innovative health promotion project (wellness) as a cost containment tool. Today, the award-winning Total Health Management services of the Trust (available to Regence and Group Health medical subscribers) continues to reduce health care costs and improve quality of life for our insured members.

The AWC Trust, one of the first of its kind as a municipal league pool, is nationally recognized for excellence and innovation. Industry respect and long-term, stable relationships with insurance carriers, vendors, and consultants have benefited the pool members with quality health care programs, trust-worthy technical assistance and financial predictability. Customer advocacy and member-driven decisions continue to be the cornerstone of the Trust mission, vision and goals.

Planning retreat priority – self-insurance

As one of the highest priorities emerging from the 2011 Long Range Strategic Planning Retreat, the Trustees dedicated its 2013 meetings to learning about the world of self-insurance; hearing in-depth analysis from benefit, legal and actuarial consultants; and weighing the pros and cons of self-insuring the health care plans.

Self-Insurance means a formal program of advance funding and management of entity financial exposure to a risk of loss that is not transferred through the purchase of an insurance policy or contract.

On July 25, Trustees instructed staff and consultants to proceed with a self-insurance application to the State Risk Manager. Approval was granted on August 26, and the Trust will transition its **Regence/Asuris, Group Health, WDS and VSP** plans to self-insurance effective January 1, 2014.

Cost savings

One of the overriding factors in the decision is the potential for cost savings to members. Self-insurance allows the Trust to eliminate several taxes mandatory for fully insured plans including a 2% state tax and a 2% – 3% new 2014 federal insurer tax. While our retention and stop loss fees were extremely competitive as a fully insured plan, these fees were also lowered with the aid of a competitive self-insurance marketplace. Along with all these cost savings, we’ll be able to focus on our own trend line, which has been lower than carriers’ trends for many years. This bodes well for not only this year’s rate projections, but future year’s as well.

The transition to self-insurance will not change the manner in which plans are rated (i.e., the Trust will continue to pool all member claims rather than develop rates based upon individual employer loss experience). However, the discussion of large city claims rating is slated to be discussed by the Board of Trustees in 2014, and being self-insured certainly enables a broader scope of analysis.

With all these factors considered, the Trust’s 2014 rate **projections** are very favorable with 0% increase projected for most plans.

Self-insurance plans

Fully-insured plans

Regence/Asuris Medical	0%	LEOFF I Medicare Advantage Plan	8%
Group Health Medical	0%	Willamette Dental	0%
WDS Dental	0%	Life & LTD	0%
VSP Vision	0%	EAP	0%

Final rates will be adopted by the Board of Trustees on September 26. Look to our website by end of day on Friday, September 27, for an updated posting.

WellCity rate impact

The WellCity discount is 2% less than the base rate. Ongoing WellCity Award recipients – your current rate will be 2% less than the base rate – which means your rate stays the same. For cities earning the 2013 WellCity Award for the first time, you'll get a 2% discount on the 2014 base rate, meaning your rate this year is actually a 2% savings from your 2013 rate.

Employee impacts

For now, know that the impact to employees and their family members is minimal to none:

- Benefit plan designs remain the same, including the mandated benefit changes under the ACA for 2014
- Employees have access to the same provider networks.
- Claims will be processed by the same carriers.
- It is possible that a new ID card will be generated.

Member Employer impacts

Impact to employers is equally minimal:

- Members will still be part of the Trust's large pool, which will now be self-insured.
- The monthly bill will still be generated by NWA and due at the same time as current (by the 10th of the month).
- The most notable change for employers will be the council-adoption by resolution of an Interlocal Agreement between the jurisdiction and the AWC Trust.

Interlocal Agreement

RCW 48.62 authorizes local government entities to self-insure for health care benefits, and delegates rule-making authority and oversight to the Washington State Risk Manager. Chapter 200-110 Washington Administrative Code sets forth that members of the health care program (pool) must be a signatory to the health care program's Interlocal Agreement, and the Interlocal Agreement must be adopted by the local governing body by resolution.

In order for the Trust to meet the state deadlines, member jurisdictions must provide the adopted resolution and Interlocal Agreement no later than **November 15, 2013**.

AWC Employee Benefit Trust Health Care Program Reserve Funding

Self-insured health care programs must establish reserves necessary to fund the termination costs of the program and to insulate the program against unusual severity or frequency of claims. The Board of Trustees have pledged reserve funds pursuant to actuarially established amounts to satisfy this requirement.

Health Care Program 2014 Financials *at a glance*

Beginning Program Deposits/Assets ¹	\$15,420,000
Projected Employer Contributions	\$174,672,167
Projected Employee Contributions	\$19,408,091
Other Projected Revenues	\$308,400
Total Projected Revenues	\$194,388,586
Projected Claims Payments	\$179,155,972
Projected Operational Expenses ²	\$12,334,777
Projected Stop Loss Insurance Policy	\$813,875
Projected Wellness Program Expenses	\$1,775,561
Total Projected Annual Expenses	\$194,080,186
Projected Year-End Program Assets/Reserves	\$15,728,400

¹ Projected reserves as of December 31, 2013 are \$75,471,971 of which \$15,420,000 are pledged as beginning health care program assets.

² Includes claims adjudication, broker fee-for-service, actuary, legal, consultants, and operations.

Questions

As always, the Trust is committed to communicating with members. You can expect ongoing communications in upcoming **For Your Health** e-newsletters. If you have any questions regarding the Trust's decision to self-insure, the new rate projections, or the Interlocal Agreement feel free to contact an AWC Trust staff member at 1-800-562-8981 or benefitinfo@awcnet.org.