

Marysville City Council Work Session**July 7, 2014****7:00 p.m.****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 June 16, 2014 City Council Meeting Minutes.
2. Approval of the June 23, 2014 City Council Meeting Minutes.

Consent

3. Approval of the June 18, 2014 Claims in the Amount of \$377,972.74; Paid by Check Number's 92807 through 92937 with No Check Number's Voided.
4. Approval of the June 25, 2014 Claims in the Amount of \$1,807,438.93; Paid by Check Number's 92938 through 93117 with Check Number 92777 Voided.
5. Approval of the June 20, 2014 Payroll in the Amount of \$1,010,585.29; Paid by Check Number's 27839 through 27896.
6. Approval of the July 3, 2014 Payroll in the Amount of \$1,634,196.87; Paid by Check Number's 27897 through 27955.

Review Bids

7. Consider Awarding the 88th St NE and 55th Ave NE Intersection Improvements contract with SRV Construction, Inc. in the amount of \$780,559.64 including Washington State Sales Tax and approve a management reserve of \$69,440.36 for a total allocation of \$850,000.00.

Work Sessions are for City Council study and orientation – Public Input will be received at the July 14, 2014 City Council meeting.

Marysville City Council Work Session

July 7, 2014

7:00 p.m.

City Hall

8. Consider Awarding the 2014 Pavement Preservation Program in the Amount of \$1,084,242.55 to CEMEX Inc. Including \$100,000 in Management Reserves for a Total Allocation of \$1,184,242.55.

9. Consider Awarding the Hybrid Automated Meter Infrastructure System to HD Supply Waterworks in the Amount of \$424,446.81, Including Washington State Sales Tax.

Public Hearings

New Business

10. Consider the Marysville Downtown Merchants Association to Conduct a Special Event on August 8, August 9, and August 10, 2014, Including the Street Closure of 3rd Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from the Alley between 2nd Street and 3rd Street to the Alley between 3rd Street and 4th Street, as Requested by the Applicant.

11. Consider the Quilceda Carvers to Conduct a Special Event Permit on July 25-27, 2014 at 1410 Grove Street (Previously Dunn Lumber Building).

12. Consider Renewing the Interlocal Agreement with the Snohomish Regional Drug and Gang Task Force.

13. Consider an **Ordinance** of the City of Marysville Relating to Public Records; Adopting Public Records Act Rules, Issuing a Formal Order that Maintaining an Index Would Be Unduly Burdensome, and Reenacting Chapter 1.16 of the Marysville Municipal Code; Providing for Severability; and Establishing an Effective Date.

14. Consider the Professional Services Agreement with Maul Foster Alongi Consultants on the Geddes Marina Intergrated Planning and Brownfield Cleanup.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

A. Litigation

B. Personnel

Work Sessions are for City Council study and orientation – Public Input will be received at the July 14, 2014 City Council meeting.

Marysville City Council Work Session**July 7, 2014****7:00 p.m.****City Hall**

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 Wright.	
Approval of the Agenda	Approved
Committee Reports	
Approval of Minutes	
Approval of the May 12, 2014 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the May 20, 2014 Payroll in the Amount of \$852,482.94; Paid by Check Number's 27646 through 27702.	Approved
Approval of the May 21, 2014 Claims in the Amount of \$550,470.06; Paid by Check Number's 92186 through 92374 with No Checks Voided.	Approved
Approval of the May 28, 2014 Claims in the Amount of \$125,957.74; Paid by Check Number's 92375 through 92507 with Check Number 75079 Voided.	Approved
Consider Approving the Interlocal Agreement for Inmate Housing with Yakima County.	Approved
Consider Approving the Interlocal Agreement for Inmate Housing with Chelan County.	Approved
Consider Approving the Special Event Permit from Marysville Downtown Merchants Association to Conduct a Special Event on July 12, 2014, to Include the Street Closure of 3rd Street between State Avenue and Union Avenue.	Approved
Consider Approving the Independent Contractor/Concessionaire Agreement with Rhonda Moen DBA Ice Cream Mom for Ice Cream Vending Services Effective July 10, 2014 through August 31, 2014.	Approved
Consider Approving the Independent Contractor/Concessionaire Agreement with The Hillside Church for Concessionaire Services Effective June 30, 2014 through December 31, 2014.	Approved
Consider Approving the Landowner Agreement with The Adopt a Stream Foundation (AASF).	Approved
Review Bids	
Consider Awarding the Bid for the North Marysville Regional Pond #2 Project to Trimaxx Construction, Inc. in the Amount Totaling \$2,632,324.29, which includes Washington State Sales Tax and Management Reserve of \$125,348.78.	Approved
Public Hearings	
New Business	
Consider Approving a Resolution Of the City of Marysville Relating to Procedures for the Conduct of Business at Council Meetings, and Repealing Resolution No.2342.	Approved Res. No. 2360
Consider Approving a Resolution Declaring Equipment Which is No Longer Compatible with City's Technology as Surplus and Authorizing the Sale and Disposal Thereof.	Approved Res. No. 2361
Legal	
Mayor's Business	

Consider Approving the Salary Commission Reappointment: Mark Allen.	Approved
Staff Business	
Call on Councilmembers	
Adjournment	7:30 p.m.
Executive Session	7:40 p.m.
Litigation – one item	
Adjournment	8:10 p.m.

COUNCIL*DRAFT*
MINUTES**Regular Meeting**

June 16, 2014

Call to Order / Pledge of Allegiance

Mayor Pro Tem Vaughan called the meeting to order at 7:00 p.m. Aaron Thompson from Marysville New Life Church gave the invocation. Mayor Pro Tem Vaughan led those present in the Pledge of Allegiance.

Roll Call

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

Mayor Pro Tem: Jeff Vaughan

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

Absent: Donna Wright

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

Mayor Pro Tem Vaughan explained that Mayor Nehring was out of town on city business.

CAO Hirashima noted that Councilmember Wright was away at AWC this week.

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

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

Committee Reports

Jeff Seibert reported on the June 11 Snohomish County Solid Waste Advisory Committee:

- There was an overview of the Oso slide based on what the county will have to do to remove debris to make it safe again.
- There was an update on the waste export contract.
- The Committee received an update on the Solid Waste Division Budget. For 2013 they hauled 412,000 tons, had \$47 million in expenses, and \$48 million in revenue. For 2014, they are projecting hauling 411,000 tons with expenses around \$51 million. There are 123 full-time employees. They are looking at new scales at the North Transfer Station in Arlington.

Steve Muller reported that the Economic Development Committee met tonight. They are working on a fall business leadership conference. Something should be coming to Council at the next meeting in July.

Audience Participation**Approval of Minutes (Written Comment Only Accepted from Audience.)****2. Approval of the May 12, 2014 City Council Meeting Minutes.**

Motion made by Councilmember Stevens, seconded by Councilmember Norton, to approve the May 12, 2014 Minutes as presented. **Motion** passed unanimously (6-0).

Consent

3. Approval of the May 20, 2014 Payroll in the Amount of \$852,482.94; Paid by Check Number's 27646 through 27702.
4. Approval of the May 21, 2014 Claims in the Amount of \$550,470.06; Paid by Check Number's 92186 through 92374 with No Checks Voided.
5. Approval of the May 28, 2014 Claims in the Amount of \$125,957.74; Paid by Check Number's 92375 through 92507 with Check Number 75079 Voided.
7. Consider Approving the Interlocal Agreement for Inmate Housing with Yakima County.
8. Consider Approving the Interlocal Agreement for Inmate Housing with Chelan County.
9. Consider Approving the Special Event Permit from Marysville Downtown Merchants Association to Conduct a Special Event on July 12, 2014, to Include the Street Closure of 3rd Street between State Avenue and Union Avenue.

10. Consider Approving the Independent Contractor/Concessionaire Agreement with Rhonda Moen DBA Ice Cream Mom for Ice Cream Vending Services Effective July 10, 2014 through August 31, 2014.
11. Consider Approving the Independent Contractor/Concessionaire Agreement with The Hillside Church for Concessionaire Services Effective June 30, 2014 through December 31, 2014.
13. Consider Approving the Landowner Agreement with The Adopt a Stream Foundation (AASF).

Motion made by Councilmember Toyer, seconded by Councilmember Stevens, to approve Consent Agenda items 3, 4, 5, 7, 8, 9, 10, 11, and 13. **Motion** passed unanimously (6-0).

Review Bids

6. Consider Awarding the Bid for the North Marysville Regional Pond #2 Project to Trimaxx Construction, Inc. in the Amount Totaling \$2,632,324.29, which includes Washington State Sales Tax and Management Reserve of \$125,348.78.

Director Nielsen had no additional information on this item.

Motion made by Councilmember Stevens, seconded by Councilmember Norton, to award the Bid for the North Marysville Regional Pond #2 Project to Trimaxx Construction, Inc. in the Amount Totaling \$2,632,324.29, which includes Washington State Sales Tax and Management Reserve of \$125,348.78. **Motion** passed unanimously (6-0).

Public Hearings

New Business

1. Consider Approving a Resolution of the City of Marysville Relating to Procedures for the Conduct of Business at Council Meetings, and Repealing Resolution No.2342.

City Attorney Grant Weed gave a brief overview of changes. Councilmember Seibert referred to page 8 and pointed out a typo under Oral Comments. On the second line of the page there needs to be a space after the period after “not”.

Motion made by Councilmember Seibert, seconded by Councilmember Stevens, to approve Resolution No. 2360. **Motion** passed unanimously (6-0).

14. Consider Approving a Resolution Declaring Equipment Which is No Longer Compatible with City's Technology as Surplus and Authorizing the Sale and Disposal Thereof.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to approve Resolution 2361. **Motion** passed unanimously (6-0).

Legal

Mayor's Business

15. Consider Approving the Salary Commission Reappointment of Mark Allen.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve the reappointment of Mark Allen to the Salary Commission. **Motion** passed unanimously (6-0).

Staff Business

Jim Ballew:

- Challenge Day was fabulous with about 3,000 in attendance and great activities. All the vendors had a wonderful time meeting the community and giving them advice and information about staying healthy this summer. He acknowledged the Marysville Together Coalition for their help with the event as well as the assistance of many volunteers.
- The new spray park will be opening on Thursday, June 26 at 12:30.
- The Berry Run was great. Kevin Nielsen participated and placed in the run.
- The Strawberry Festival is coming up this weekend, and the weather looks good.

Kevin Nielsen:

- Public Works has been busy cutting, cleaning, striping, spraying, and getting ready for the activities coming up this weekend.
- Thanks to police for traffic control at the Berry Run where he placed third. He acknowledged the Lakewood School District and all the volunteers who helped out at the event.

Chief Smith:

- He gave an update on a very productive search warrant the police served this past Thursday on the 9800 block of 48th Drive. He commended the SWAT team and the NITE team on the work they did.
- He had a meeting with the Auto Theft Task Force who gave a report on their identification efforts of all of the vehicles in the Oso landslide.
- He stated there was no need for a Public Safety Committee meeting this month, but they would like to meet in July.

Sandy Langdon reported that there would be no Finance Committee Meeting this Wednesday, but there will be one in July.

Grant Weed:

- He followed up on a question from Council President Vaughan about whether or not disabled permits from other states would be honored in the City. He explained that there is a state statute that says a special license plate or card issued by another state or country that indicates that an occupant of the vehicle has vehicles entitles the vehicle to park in disabled parking spots.
- He stated the need for an Executive Session to address potential litigation for 30 minutes with the possibility of extension. No action was expected following the Executive Session.

Gloria Hirashima:

- She and Mayor Nehring attended the SWAT event last week. This was a privilege and an eye opener. It was impressive and reassuring to see the degree of preparation and thoroughness of research regarding safety and alternatives. She commended the expertise and skill involved in this event. She felt this sent a message to that house and the neighborhood that the police were watching and were responsive to issues.
- Walgreens opened this weekend.
- Coastal Community Bank has submitted for permits on the opposite corner. They will be building a bank and some retail/office spaces on that corner.
- Marysville Ford got their permits issued.
- Staff received a call and met with a Chinese firm who was looking for industrial sites in the area.

Call on Councilmembers

Kamille Norton:

- She commended the Police Department.
- She is looking forward to a good Strawberry Festival this week.

Steve Muller congratulated the Police Department.

Rob Toyer had no comments.

Michael Stevens had no comments.

Jeff Seibert congratulated the Police Department.

Jeff Vaughan announced that the USA had a big soccer win this afternoon. It was pretty exciting.

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Council recessed at 7:35 for 5 minutes until 7:40 at which time they reconvened into Executive Session for 30 minutes to discuss one potential litigation item. No action was expected following the Executive Session.

Executive Session

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

Executive Session ended and public meeting reconvened at 8:10 p.m.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:10 p.m.

Approved this _____ day of _____, 2014.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Excuse the absence of Councilmember Toyer.	
Approval of the Agenda	Approved
Presentations	
Employee Services Award: <ul style="list-style-type: none"> • Sam Day, Maintenance Worker II – Public Works - 15 years. • Tara Mizell, Parks and Recreation Services Manager – 20 Years 	Presented
Volunteer of the Month for the Month of May: Renae James	Presented
Committee Reports	
Approval of Minutes	
Approval of the May 27, 2014 City Council Meeting Minutes.	Approved
Approval of the June 2, 2014 City Council Work Session Minutes.	Approved
Consent Agenda	
Approval of the June 5, 2014 Payroll in the Amount of \$1,538,314.33; Paid by Check Number's 27703 through 27768.	Approved
Approval of the June 13, 2014 Payroll in the Amount of \$45,219.81; Paid by Check Number's 27769 through 27838.	Approved
Approval of the June 4, 2014 Claims in the Amount of \$1,352,676.13; Paid by Check Number's 92508 through 92644 with Check Number's 72693, 82167, and 85903 Voided.	Approved
Approval of the June 11, 2014 Claims in the Amount of \$334,778.36; Paid by Check Number's 92645 through 92806 with Check Number's 86484, 87261, and 88157 Voided.	Approved
Review Bids	
Public Hearings	
Consider a Resolution Adopting a Six Year Transportation Improvement Program (2015-2020) in accordance with RCW 35-77-010.	Approved Res. No. 2362
New Business	
Consider the Agreement with Seattle Goodwill Industries for the Youth Aerospace Program to Begin July 28, 2014 through August 14, 2014.	Approved
Consider the Seven Firework Stand Permit Applications Submitted by TNT Fireworks and Approve the One Firework Stand Permit Application Submitted by Western Fireworks.	Approved
Consider the PUD Distribution Easement with the PUD to allow Installation of a Guy Wire.	Approved
Consider Accepting the 99th Avenue/42nd Street Water Main Project with SRV Construction, Starting the 45-Day Lien Filing Period for Project Closeout.	Approved
Consider Accepting the Soper Hill Water Main Project with Reece Trucking and Excavating, Starting the 45-Day Lien Filing Period for Project Closeout.	Approved
Consider the Amendment No. 2 to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County, Adding Stanwood as a Party to the Agreement.	Approved
Consider the Professional Services Agreement with RH2 Engineering, Inc.	Approved

for Consultant Services on the Marysville Water Comprehensive Plan Update.	
Consider the Professional Services Agreement with BergerABAM for Consultant Services on the BNSF Railroad Grade Separation Study.	Approved
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:18 p.m.
Executive Session	8:25 p.m.
Litigation – one item	
Personnel – one item	
Real Estate – one item	
Adjournment	8:50 p.m.

COUNCIL*DRAFT*
MINUTES**Regular Meeting***June 23, 2014***Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Jon Nehring

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

Absent: Rob Toyer

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Assistant City Engineer John Cowling, and Recording Secretary Laurie Hugdahl.

Mayor Nehring commented that Councilmember Toyer had informed the Council he might be a few minutes late.

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

Committee Reports**Presentations**

A. Employee Services Award.

The following employees received awards:

- Sam Day, Maintenance Worker II – Public Works - 15 years.

- Tara Mizell, Parks and Recreation Services Manager – 20 Years

B. Volunteer of the Month.

Mayor Nehring recognized Renae James as the Volunteer of the Month for the month of May 2014 for her outstanding community service through involvement in Soroptimist International of Marysville programs that benefit young women in our community, the Marysville Community Food Bank, and other noteworthy local charitable organizations, as well as her leadership within the business community.

May 2014

Audience Participation

Preston Dvoskin, 11120 – 46th Ave NE, Marysville, WA, 98271, commended the Council and staff for the success of this year's Strawberry Festival. He also asked Chief Smith how fireworks would be handled this year. He urged the Council to consider changing the fireworks ordinance to limit the hours of fireworks even more. He stated that Marysville needs an interchange at 528 as soon as possible in order to get more businesses here.

Mayor Nehring commented that the City is lobbying very hard for an interchange at 528. Chief Smith stated an article will be going out regarding fireworks. The City has worked hard regarding enforceability of its fireworks ordinance. Per the ordinance people can light off legal fireworks on July 4 until 11 p.m. The City will be assigning officers to work fireworks complaints outside of this timeframe. People can call 911 if there are any issues.

Approval of Minutes

1. Approval of the May 27, 2014 City Council Meeting Minutes.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to approve the May 27, 2014 City Council Meeting Minutes. **Motion** passed unanimously (6-0).

2. Approval of the June 2, 2014 City Council Work Session Minutes.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to approve the June 2, 2014 City Council Work Session Minutes. **Motion** passed unanimously (6-0).

Consent

3. Approval of the June 5, 2014 Payroll in the Amount of \$1,538,314.33; Paid by Check Number's 27703 through 27768.

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4. Approval of the June 13, 2014 Payroll in the Amount of \$45,219.81; Paid by Check Number's 27769 through 27838.
5. Approval of the June 4, 2014 Claims in the Amount of \$1,352,676.13; Paid by Check Number's 92508 through 92644 with Check Number's 72693, 82167, and 85903 Voided.
6. Approval of the June 11, 2014 Claims in the Amount of \$334,778.36; Paid by Check Number's 92645 through 92806 with Check Number's 86484, 87261, and 88157 Voided.

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

Review Bids

Public Hearings

7. Consider a Resolution Adopting a Six Year Transportation Improvement Program (2015-2020) in accordance with RCW 35-77-010.

The public hearing was opened at 7:25 p.m.

Staff Presentation: Assistant City Engineer John Cowling gave a PowerPoint presentation of the 2015-2020 Six-year Transportation Improvement Program (TIP) as contained in Council's packet. The presentation included a summary of the Six-year TIP funding sources, completed projects, new projects, and notable 2015 projects including the 156th Street NE Interchange, SR 528/I-5 Interchange Additional Lanes, and SR 529/I-5 Interchange.

Mayor Nehring solicited public comments. Seeing none, the public hearing was closed at 7:38 p.m. There were no Council comments or questions.

Motion made by Councilmember Muller, seconded by Councilmember Seibert, to approve Resolution No. 2362. **Motion** passed unanimously (6-0).

New Business

8. Consider the Agreement with Seattle Goodwill Industries for the Youth Aerospace Program to Begin July 28, 2014 through August 14, 2014.

Director Ballew explained this is a continuation of the City's relationship with the Seattle Goodwill Industries for the Youth Aerospace Program. The kids will be in the community doing volunteer-type projects for two weeks. There were no further comments or questions.

DRAFT

Motion made by Councilmember Wright, seconded by Councilmember Norton, to authorize the Mayor to sign the Agreement between the City of Marysville and the Seattle Goodwill Industries for the Youth Aerospace Program to Begin July 28, 2014 through August 14, 2014. **Motion** passed unanimously (6-0).

9. Consider the Seven Firework Stand Permit Applications Submitted by TNT Fireworks and Approve the One Firework Stand Permit Application Submitted by Western Fireworks.

CAO Hirashima stated there are eight fireworks stands permit applications. All of the applications meet the requirements of the code and have been inspected already. There were no comments or questions.

Motion made by Councilmember Norton, seconded by Councilmember Stevens, to approve the seven Firework Stand Permit Applications submitted by TNT Fireworks and approve the one Firework Stand Permit Application submitted by Western Fireworks. **Motion** passed unanimously (6-0).

10. Consider the PUD Distribution Easement with the PUD to allow Installation of a Guy Wire.

Director Nielsen explained that one of the PUD poles needs to be moved resulting in the need for an easement. Councilmember Seibert wondered if it would be possible to negotiate with the PUD to get another sign in exchange for the easement. Director Nielsen did not think it would be.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to approve the PUD Distribution Easement with the PUD to allow installation of a guy wire. **Motion** passed unanimously (6-0).

11. Consider Accepting the 99th Avenue/42nd Street Water Main Project with SRV Construction, Starting the 45-Day Lien Filing Period for Project Closeout.

Director Nielsen reviewed this item. There were no comments or questions.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to authorize the Mayor to accept the 99th Avenue/42nd Street Water Main Project with SRV Construction, Starting the 45-Day Lien Filing Period for Project Closeout. **Motion** passed unanimously (6-0).

12. Consider Accepting the Soper Hill Water Main Project with Reece Trucking and Excavating, Starting the 45-Day Lien Filing Period for Project Closeout.

Director Nielsen explained that this project is also for the transition from the PUD to the City's water service. There were no comments or questions.

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Motion made by Councilmember Vaughan, seconded by Councilmember Muller, to approve the Soper Hill Water Main Project with Reece Trucking and Excavating, Starting the 45-Day Lien Filing Period for Project Closeout. **Motion** passed unanimously (6-0).

13. Consider the Amendment No. 2 to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County, Adding Stanwood as a Party to the Agreement.

CAO Hirashima explained that the City of Stanwood wants to join the alliance and every city in the alliance has to approve that.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to authorize the Mayor to sign Amendment No. 2 to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County, Adding Stanwood as a Party to the Agreement. **Motion** passed unanimously (6-0).

14. Consider the Professional Services Agreement with RH2 Engineering, Inc. for Consultant Services on the Marysville Water Comprehensive Plan Update.

Director Nielsen explained that this is for the Water Comprehensive Plan.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to authorize the Mayor to sign and execute the Professional Services Agreement with RH2 Engineering, Inc. for Consultant Services on the Marysville Water Comprehensive Plan Update. **Motion** passed unanimously (6-0).

15. Consider the Professional Services Agreement with BergerABAM for Consultant Services on the BNSF Railroad Grade Separation Study.

Director Nielsen explained that this would provide for a comprehensive grade separation study. Councilmember Muller asked if the groundwater would be looked at. Director Nielsen replied it would be considered.

Motion made by Councilmember Stevens, seconded by Councilmember Norton, to authorize the Mayor to sign the Professional Services Agreement with BergerABAM for Consultant Services on the BNSF Railroad Grade Separation Study. **Motion** passed unanimously (6-0).

Legal

Mayor's Business

Mayor Nehring:

- Thanks to Council President Vaughan for running last week's meeting while he and Councilmember Wright were in Spokane for the AWC conference. He gave

an update on issues discussed at the conference. There was an informative class on youth councils. He was also pleased to be on the ad hoc Rail Committee.

- Thanks to everyone involved in MaryFest. It was a wonderful event with a great crowd. He noted that the Grove Church had people out collecting garbage very soon after the event. This contributed greatly to the quick cleanup effort.
- Thanks to Jim Ballew and Kevin Nielsen and their crews for all the work they have done on the spray park.

Staff Business

Chief Smith:

- He is glad Strawberry Festival is over, but he thinks it was a great event.
- Commander Wendy Wade will be in charge of the Police Department over the 4th of July.

Sandy Langdon:

- Judging the floats was fun.
- She heard a lot of good comments about the event. Tom King did a great job. It was a good time with great weather.

Grant Weed stated the need for an Executive Session to review one pending litigation matter, one real estate matter, and one matter concerning personnel compensation. He estimated the length of the Executive Session would be 20 minutes with no action expected.

Kevin Nielsen:

- 67th from 132nd to 152nd will be shut down for a month and a half starting tomorrow for a new watermain and road.
- The Public Works Committee falls on July 4 this month. There was consensus to hold the meeting on July 11.

Jim Ballew:

- He enjoyed Strawberry Festival as a civilian which was a different experience. He was very impressed with response times of police and how the event is managed throughout the City. He concurred with Mayor Nehring's comments that the volunteers for this event are outstanding.
- The spray park grand opening will be on Thursday at 12:30.
- The installation of the next city gateway sign near the Wal-Mart property will be going in soon on the north side of 528.

Gloria Hirashima:

- Thanks to all the city departments who helped out with the Strawberry Festival. The video of the parade is running on the Comcast Channel 21 for anyone who wants to see it. The City has been reworking the channel recently and has a lot of new content up. She requested Council feedback on what they see on the

channel and what they would like to see. She suggested that it might be worthwhile to consider reforming the Cable TV Committee for the purpose of giving staff feedback.

- The City is currently in franchise negotiations with Comcast and Wave. The City is working with them to continue the local channel and get them to help make it more valuable to the community.

Mayor Nehring added that there would be a ribbon cutting on Wednesday at 3:00 for Caramel's Kaffe.

Call on Councilmembers

Kamille Norton:

- Thanks to everyone who helped to make Strawberry Festival a great event.
- She is excited for the grand opening of the spray park on Thursday.

Steven Muller:

- Strawberry Festival was great.
- The weather is warming up and he has noticed odors. He asked if the City has received any complaints. He suggested posting the complaint number again.

Michael Stevens:

- MaryFest was great. He especially enjoyed the bike shop's half pipe.

Jeff Seibert:

- He asked if there is a policy regarding the use of city property during the parade and other times. He expressed concern about access to the City Hall parking lot being blocked during the parade and other events.

Donna Wright:

- Thanks to staff for the six-year TIP. She acknowledged how much work goes into these plans.
- She reported that Mayor Nehring was elected as the regional representative for the AWC Board. At the conference she heard a lot of positive feedback about things that Marysville is doing. She also enjoyed some great speakers.

Jeff Vaughan commented that he enjoyed Strawberry Festival with his family.

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to excuse Councilmember Toyer absence from the meeting because his car broke down.

Motion passed unanimously (6-0).

Adjournment

Council recessed at 8:20 p.m. for five minutes and then reconvened at 8:25 into Executive Session for 20 minutes to discuss three items – one pending litigation matter,

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one real estate matter, and one matter concerning personnel compensation - with no action expected.

Executive Session

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

Executive session extended 5 minutes.

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

Adjournment

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

Approved this _____ day of _____, 2014.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 14, 2014

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 **June 18, 2014** claims in the amount of **\$377,972.74** paid by **Check No.'s 92807 through 92937 with no Check No.'s voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-6

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 **\$377,972.74 PAID BY CHECK NO.'S 92807 THROUGH 92937 WITH NO CHECK NO.'S 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 JULY 2014.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/12/2014 TO 6/18/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92807	REVENUE, DEPT OF	SALES & USE TAXES-MAY 2014	COMMUNITY DEVELOPMENT-	10.72
	REVENUE, DEPT OF		WATER/SEWER OPERATION	14.40
	REVENUE, DEPT OF		POLICE ADMINISTRATION	14.87
	REVENUE, DEPT OF		ER&R	21.82
	REVENUE, DEPT OF		RECREATION SERVICES	32.86
	REVENUE, DEPT OF		UTILITY CONSTRUCTION	63.30
	REVENUE, DEPT OF		CITY STREETS	341.31
	REVENUE, DEPT OF		GENERAL FUND	381.86
	REVENUE, DEPT OF		PRO-SHOP	449.89
	REVENUE, DEPT OF		STORM DRAINAGE	4,716.32
	REVENUE, DEPT OF		GOLF COURSE	7,983.55
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	20,409.26
	REVENUE, DEPT OF		UTIL ADMIN	48,331.78
92808	AFTS	REMITTANCE PROCESSING-MAY 2014	UTILITY BILLING	867.32
	AFTS	BILL PRINTING SERVICES-MAY 201	UTILITY BILLING	8,778.95
92809	AMERICAN CLEANERS	DRY CLEANING	POLICE INVESTIGATION	24.87
	AMERICAN CLEANERS		POLICE ADMINISTRATION	36.44
	AMERICAN CLEANERS		POLICE PATROL	57.68
	AMERICAN CLEANERS		DETENTION & CORRECTION	60.87
	AMERICAN CLEANERS		OFFICE OPERATIONS	60.87
92810	ARLINGTON, CITY OF	ROW PERMIT-SWAGERTY SIDE SEWER	SEWER SERV MAINT	106.00
92811	BANK OF AMERICA	PARKING REIMBURSEMENT	EXECUTIVE ADMIN	21.95
92812	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	FINANCE-GENL	219.78
	BANK OF AMERICA		EXECUTIVE ADMIN	409.50
92813	BANK OF AMERICA	EMP APPRECIATION/TRAVEL REIMBU	UTIL ADMIN	468.85
	BANK OF AMERICA		UTIL ADMIN	662.33
92814	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	COMMUNITY DEVELOPMENT-	18.31
	BANK OF AMERICA		EXECUTIVE ADMIN	37.79
	BANK OF AMERICA		CITY COUNCIL	50.00
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	1,187.01
92815	BANK OF NEW YORK	ADMIN FEE MARWAT14	ENTERPRISE D/S	102.74
92816	BLUMENTHAL UNIFORMS	UNIFORM-OZMENT	POLICE PATROL	24.87
	BLUMENTHAL UNIFORMS	NIK KITS	POLICE PATROL	357.78
92817	BOYD, RAE	INMATE MEDICAL CARE-MAY 2014	DETENTION & CORRECTION	2,560.00
92818	BRODNIK, ROGER	UB 750530500002 5003 73RD DR N	WATER/SEWER OPERATION	169.34
92819	BUELL, DOUG	HEALTHY COMM SUPPLY REIMBURSEM	EXECUTIVE ADMIN	119.64
92820	CALLAWAY, PATTI	UB 830930451006 7217 67TH AVE	WATER/SEWER OPERATION	27.69
92821	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
	CARDWELL, IRATXE		COURTS	100.00
92822	CASCADE COLUMBIA	ONE DRUM CAUSTIC SODA	WASTE WATER TREATMENT F	333.22
92823	CAVE, THOMAS	UB 820080000000 7022 55TH AVE	WATER/SEWER OPERATION	200.28
92824	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,989.85
92825	CHENNAULT, KARI	REIMBURSE MILEAGE	UTIL ADMIN	41.12
92826	CNR, INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,355.79
92827	CODE PUBLISHING	MMC JUNE 2014-2015 WEB HOSTING	CITY CLERK	350.00
92828	COMPUCOM SYSTEMS	NERO SOFTWARE	COMPUTER SERVICES	215.39
92829	CONSOLIDATED PRESS	JULY-AUGUST CITY SCENE NEWSLET	UTILITY BILLING	2,084.41
92830	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	195.00
92831	COOP SUPPLY	LIME SAFELINE	RECREATION SERVICES	167.99
92832	COSTLESS SENIOR SRVC	INMATE MEDICAL PRESCRIPTIONS	DETENTION & CORRECTION	228.85
92833	CRABBS, MELISSA	RENTAL FEE REFUND	PARKS-RECREATION	33.00
	CRABBS, MELISSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92834	CROCS INC	GOLF SHOES	GOLF COURSE	735.24
92835	DAILY JOURNAL OF COM	LEGAL AD	WATER CAPITAL PROJECTS	269.80
92836	DAY WIRELESS SYSTEMS	RADAR CALIBRATIONS	POLICE PATROL	162.90
92837	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	DB SECURE SHRED		FINANCE-GENL	7.46

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/12/2014 TO 6/18/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92837	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	UTILITY BILLING	7.47
	DB SECURE SHRED		PROBATION	16.79
	DB SECURE SHRED		MUNICIPAL COURTS	50.38
	DB SECURE SHRED		POLICE INVESTIGATION	51.67
	DB SECURE SHRED		POLICE PATROL	51.67
	DB SECURE SHRED		DETENTION & CORRECTION	51.67
	DB SECURE SHRED		OFFICE OPERATIONS	51.67
92838	DELISLE JR, MAURICE	UB 041230000000 9327 62ND DR N	WATER/SEWER OPERATION	190.98
92839	DICKS TOWING	TOWING EXPENSE-MP14-4486	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-4545	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-4242	POLICE PATROL	114.03
92840	E&E LUMBER	FASTENERS AND SPRAY	PARK & RECREATION FAC	5.89
	E&E LUMBER	FOAM SEALER	PARK & RECREATION FAC	7.29
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	23.84
92841	EDDLEMAN, ANDREW	RESTITUTION REFUND CASE #2Z048	GENL FUND-OTHER MISC RE	483.04
92842	EDGE ANALYTICAL	LAB ANALYSIS-HWY 9 PILOT STUDY	WATER CAPITAL PROJECTS	390.00
	EDGE ANALYTICAL		WATER CAPITAL PROJECTS	495.00
	EDGE ANALYTICAL		WATER CAPITAL PROJECTS	693.00
	EDGE ANALYTICAL		WATER CAPITAL PROJECTS	990.00
	EDGE ANALYTICAL		WATER CAPITAL PROJECTS	1,485.00
92843	EVERETT STEEL CO	STEEL	MAINTENANCE	276.21
92844	FEENEY WIRELESS	MODEM POWER SUPPLY REPLACEMENT	COMPUTER SERVICES	28.53
92845	FLORIAN, LLC	INSTRUCTOR SERVICES	RECREATION SERVICES	240.00
92846	FLYNN, RAYMOND	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92847	GANJE, SHELLY		GENERAL FUND	100.00
92848	GOVCONNECTION INC	BARRACUDA UPDATES AND MAINTENA	COMPUTER SERVICES	4,307.02
92849	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	5,816.71
92850	GREENHAUS PORTABLE	PORTABLE RENTALS	RECREATION SERVICES	363.00
	GREENHAUS PORTABLE		PARK & RECREATION FAC	484.00
	GREENHAUS PORTABLE		RECREATION SERVICES	484.00
92851	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	262.50
92852	GROUP HEALTH	HEP B SHOTS AND TESTING	EXECUTIVE ADMIN	248.00
	GROUP HEALTH		EXECUTIVE ADMIN	292.00
92853	HANNAHS, JESSE	REIMBURSE MEAL	TRANSPORTATION MANAGEM	7.86
	HANNAHS, JESSE		TRANSPORTATION MANAGEM	9.16
	HANNAHS, JESSE		TRANSPORTATION MANAGEM	10.93
92854	HD FOWLER COMPANY	PVC COUPLINGS	PARK & RECREATION FAC	12.76
	HD FOWLER COMPANY	WIRE CONNECTORS	PARK & RECREATION FAC	21.63
	HD FOWLER COMPANY	2" WATTS	WASTE WATER TREATMENT F	513.08
92855	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	20,552.84
92856	HEAPHY, JOHN	REFUND RENTAL FEES AND DEPOSIT	PARKS-RECREATION	55.00
	HEAPHY, JOHN		GENERAL FUND	100.00
92857	HOME DEPOT	FLOWERS	PARK & RECREATION FAC	160.86
	HOME DEPOT		PARK & RECREATION FAC	283.88
92858	HUBERT, ANNA & DAN	UB 761301310001 7717 80TH AVE	GARBAGE	62.98
92859	HUMASON, SCOTT & LEE	UB 680070000001 5011 102ND PL	WATER/SEWER OPERATION	179.71
92860	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	187.50
92861	IOWA PRISON IND	JAIL CHAIRS (2)	GENERAL FUND	-133.56
	IOWA PRISON IND		POLICE PATROL	843.27
	IOWA PRISON IND		OFFICE OPERATIONS	843.28
92862	JEFFREY, AMANDA	RENTAL FEE REFUND	PARKS-RECREATION	85.00
92863	JENKINS, MADISON	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92864	JENSEN, BEN	UB 730310000001 1920 66TH PL N	WATER/SEWER OPERATION	9.25
92865	JOHNSON, TERI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92866	KEEFE, RYAN M	REIMBURSE MEAL	UTIL ADMIN	15.00
92867	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	277.20

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/12/2014 TO 6/18/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92868	KUPRIYANOVA, SVETLAN KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
			COURTS	150.00
92869	LACASSE, LAURA	WITNESS FEES	MUNICIPAL COURTS	15.60
92870	LAKE INDUSTRIES LAKE INDUSTRIES LAKE INDUSTRIES LAKE INDUSTRIES	FILL HAULED IN	STORM DRAINAGE	240.00
			STORM DRAINAGE	300.00
			STORM DRAINAGE	300.00
			STORM DRAINAGE	360.00
92871	LAKEMONT BUSINESS SE	MACK APPEAL HEARING MINUTES-5/	COMMUNITY DEVELOPMENT-	279.60
92872	LAKEWOOD SCHOOL DIST	MITIGATION FEES-MAY 2014	SCHOOL MIT FEES	11,880.00
92873	LASTING IMPRESSIONS LASTING IMPRESSIONS	UNIFORMS	CRIME PREVENTION	667.68
			CRIME PREVENTION	934.50
92874	LAU, PING	INTERPRETER SERVICES	COURTS	125.00
92875	LICENSING, DEPT OF	STATE GUN DEALER LICENSE-WALMA	GENERAL FUND	125.00
92876	LMP ACQUISITION LLC	UB 880870000000 7419 55TH AVE	WATER/SEWER OPERATION	84.53
92877	LOWES HIW INC LOWES HIW INC	MULCH	STORM DRAINAGE	20.63
		PAINT HARDENER	PARK & RECREATION FAC	49.09
92878	MARYSVILLE PRINTING MARYSVILLE PRINTING MARYSVILLE PRINTING MARYSVILLE PRINTING MARYSVILLE PRINTING MARYSVILLE PRINTING MARYSVILLE PRINTING	CERTIFICATES SPECIAL EVENT PRINTING	POLICE ADMINISTRATION	39.77
			COMMUNITY EVENTS	64.68
			RECREATION SERVICES	66.44
			COMMUNITY CENTER	66.44
			RECREATION SERVICES	179.31
			RECREATION SERVICES	179.31
			RECREATION SERVICES	179.31
92879	MARYSVILLE SCHOOL	MITIGATION FEES-MAY 2014	SCHOOL MIT FEES	20,669.00
92880	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE ST	PUBLIC SAFETY BLDG.	2,642.25
92881	MIZELL, TARA	REIMBURSE MILEAGE	RECREATION SERVICES	101.16
92882	MOON, REBECCA	REFUND CLASS FEES	PARKS-RECREATION	28.00
92883	MURRY, TANNER	RESTITUTION REFUND CASE 2Z0484	GENL FUND-OTHER MISC RE	483.05
92884	NEHEMIAH COMMUNITY R	UB 270830000001 12120 52ND AVE	WATER/SEWER OPERATION	139.44
92885	NELSON PETROLEUM	FUEL CONSUMED	MAINTENANCE	1,510.28
92886	NELSON, RAE ANN	UB 983309810000 3309 81ST DR N	WATER/SEWER OPERATION	36.93
92887	NORTH CENTRAL LABORA NORTH CENTRAL LABORA NORTH CENTRAL LABORA NORTH CENTRAL LABORA	BOD STANDARD (12) BUFFER SOLUTION BOD STANDARD (12)	WATER/SEWER OPERATION	-4.83
			WATER/SEWER OPERATION	-3.16
			WASTE WATER TREATMENT F	39.85
			WASTE WATER TREATMENT F	61.02
92888	NORTH COAST ELECTRIC NORTH COAST ELECTRIC	CORD TRIP UNIT FOR CIRCUIT BREAKER	WASTE WATER TREATMENT F	74.89
			WASTE WATER TREATMENT F	180.79
92889	NORTHWEST PLAYGROUND	PLAYGROUND EQUIPMENT-FOOTHILLS	PARK & RECREATION FAC	16,942.33
92890	NW PROPERTY MANAGEME NW PROPERTY MANAGEME	UB 570703000000 2908 178TH PL	WATER/SEWER OPERATION	6.08
			WATER/SEWER OPERATION	89.95
92891	OSTLIE, WAYNE	WITNESS FEES	MUNICIPAL COURTS	13.36
92892	PEACE OF MIND PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	108.50
			COMMUNITY DEVELOPMENT-	294.50
92893	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
92894	PILCHUCK RENTALS PILCHUCK RENTALS PILCHUCK RENTALS	SPARK PLUGS, WIRE AND FUEL MIX SOD CUTTER RENTAL REPAIR STIHL EQUIPMENT	SEWER MAIN COLLECTION	34.47
			PARK & RECREATION FAC	106.43
			SEWER MAIN COLLECTION	119.03
92895	PLANET TURF	FERTILIZER	MAINTENANCE	3,182.20
92896	PLATT ELECTRIC	ZIP TIES	PARK & RECREATION FAC	39.57
92897	POLICE & SHERIFFS PR POLICE & SHERIFFS PR	RETIREMENT CARDS	GENERAL FUND	-1.94
			POLICE ADMINISTRATION	24.43
92898	PUD PUD PUD PUD PUD	ACCT #2000-6146-3 ACCT #2005-0161-7 ACCT #2035-0002-0 ACCT #2000-2187-1 ACCT #2016-1747-9	PARK & RECREATION FAC	41.73
			TRANSPORTATION MANAGEM	45.45
			STREET LIGHTING	79.01
			COURT FACILITIES	1,966.58
			ADMIN FACILITIES	2,303.78
92899	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	753.38

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/12/2014 TO 6/18/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92899	PUGET SOUND SECURITY	SECURITY SERVICES	MUNICIPAL COURTS	2,260.12
92900	R&R PRODUCTS INC	SPRAY PUMP	MAINTENANCE	545.17
92901	RAILROAD MANAGEMENT	WATER PIPELINE CROSSING	UTIL ADMIN	146.16
92902	RANDHAWA, MOHINDER	INTERPRETER SERVICES	COURTS	150.00
	RANDHAWA, MOHINDER		COURTS	150.00
92903	REECE TRUCKING	PAY ESTIMATE #7	UTILITY CONSTRUCTION	-154.38
	REECE TRUCKING		WATER CAPITAL PROJECTS	3,353.03
92904	REVENUE, DEPT OF	2ND QTR LEASEHOLD TAX 2014	PRO-SHOP	0.11
	REVENUE, DEPT OF		PARK & RECREATION FAC	558.54
	REVENUE, DEPT OF		WATER/SEWER OPERATION	852.96
	REVENUE, DEPT OF		WATER SERVICES	1,252.75
	REVENUE, DEPT OF		GENERAL FUND	1,323.60
	REVENUE, DEPT OF		GOLF COURSE	1,430.07
92905	RICHARDS, NATE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92906	SAFETY SOURCE LLC	TRENCH BOX	SEWER MAIN COLLECTION	273.13
92907	SCCIT	7/2014-7/2015 MEMBERSHIP DUES	NON-DEPARTMENTAL	400.00
92908	SEAVY, BRYAN	UB 570704440001 2803 180TH ST	WATER/SEWER OPERATION	149.68
92909	SMITH, JENIKA	REFUND CLASS FEES	PARKS-RECREATION	28.00
92910	SNO CO PUBLIC WORKS	PROJECT BILLING	TRANSPORTATION MANAGEM	157.55
92911	SNO CO TREASURER	INMATE HOUSING-MAY 2014	DETENTION & CORRECTION	4,920.19
92912	SNO HEALTH DISTRICT	OPERATING PERMIT SW 449 7/1/14	STORM DRAINAGE	3,192.00
92913	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	75,427.60
92914	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	225.76
92915	SOUND SAFETY	BOOTS EXCHANGE-RASAR	STORM DRAINAGE	22.88
	SOUND SAFETY	RUBBER BOOTS-KEHLER, N	UTIL ADMIN	99.12
	SOUND SAFETY	BOOTS-RASAR	STORM DRAINAGE	242.37
92916	SPID INC	UB 761709050001 7003 67TH ST N	WATER/SEWER OPERATION	115.26
92917	STAPLES	OFFICE SUPPLIES	LEGAL - PROSECUTION	15.19
	STAPLES		STORM DRAINAGE	42.63
	STAPLES		STORM DRAINAGE	71.67
92918	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIO	200.00
92919	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERH	1,053.00
	STRATEGIES 360		WASTE WATER TREATMENT F	1,053.00
	STRATEGIES 360		UTIL ADMIN	1,404.00
92920	SWICK-LAFAVE, JULIE	INMATE SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	23.65
92921	SYSTEMS INTERFACE	PROVIDE AND INSTALL SURGE PROT	WATER CAPITAL PROJECTS	776.49
92922	TAURUS POWER	FILTER FEED PUMP	WASTE WATER TREATMENT F	4,072.46
92923	TEREX UTILITES	TROLLEY CONTACTOR	WASTE WATER TREATMENT F	434.40
	TEREX UTILITES	INSTALLATION	WASTE WATER TREATMENT F	516.94
92924	TRUMBULL, JON	REFUND CLASS FEES	PARKS-RECREATION	15.00
92925	TULALIP TRIBAL COURT	BAIL POSTED	GENERAL FUND	500.00
92926	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	62.16
92927	US IMPRINTS LLC	YOUTH OFFICER SUPPLIES	GENERAL FUND	-73.10
	US IMPRINTS LLC		CRIME PREVENTION	923.10
92928	WCIA	TBD PROGRAM ASSESSMENT 2014	GENL GVRNMNT SERVICES	1,808.00
92929	WEBCHECK	WEBCHECK SERVICES-MAY 2014	UTILITY BILLING	1,016.50
92930	WEBER, ANN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92931	WEED GRAAFSTRA	LEGAL SERVICE	DS/EXPEN/FINANCE	78.75
	WEED GRAAFSTRA		STORM DRAINAGE	285.00
	WEED GRAAFSTRA		UTIL ADMIN	425.50
	WEED GRAAFSTRA		ENGR-GENL	1,008.25
	WEED GRAAFSTRA		UTIL ADMIN	1,053.00
	WEED GRAAFSTRA		ROADS/STREETS CONSTRU	2,138.00
	WEED GRAAFSTRA		GMA - STREET	3,400.75
	WEED GRAAFSTRA		GMA - STREET	5,101.87
	WEED GRAAFSTRA		LEGAL-GENL	8,945.40
	WEED GRAAFSTRA		UTIL ADMIN	8,945.40

DATE: 6/18/2014
TIME: 2:44:55PM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 531

FOR INVOICES FROM 6/12/2014 TO 6/18/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92931	WEED GRAAFSTRA	LEGAL SERVICE	LEGAL-GENL	10,931.25
92932	WESTERN EQUIPMENT	FILTERS	MAINTENANCE	76.67
92933	WINDERMERE PROPERTY	UB 980372500000 3725 72ND AVE	WATER/SEWER OPERATION	192.23
92934	WITHOUT BORDERS	INSTRUCTOR SERVICES	RECREATION SERVICES	453.60
92935	YAMAHA MOTOR CORP	GOLF CART LEASE	PRO-SHOP	1,164.61
92936	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	MAINTENANCE	105.64
92937	ZUYEV, SERGEY	UB 031490149001 8632 74TH DR N	WATER/SEWER OPERATION	8.63
	ZUYEV, SERGEY		WATER/SEWER OPERATION	193.38

WARRANT TOTAL:

377,972.74

REASON FOR VOIDS:

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

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 14, 2014

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 **June 25, 2014** claims in the amount of **\$1,807,438.93** paid by **Check No.'s 92938 through 93117 with Check No. 92777 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-6

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 **\$1,807,438.93 PAID BY CHECK NO.'S 92938 THROUGH 93117 WITH CHECK NO.92777 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

[Handwritten Signature] 6-25-11
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 JULY 2014.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/19/2014 TO 6/25/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92938	ALBERTSONS	KBCC APPRECIATION FUND	BAXTER CENTER APPRE	27.25
92939	ALBERTSONS	MEETING/WELLNESS REIMBURSEMENT	PERSONNEL ADMINISTRATIO	76.66
	ALBERTSONS		UTIL ADMIN	91.75
	ALBERTSONS		UTIL ADMIN	154.34
92940	AMSAN SEATTLE	JANITORIAL SUPPLIES	ER&R	204.31
	AMSAN SEATTLE		ADMIN FACILITIES	288.67
	AMSAN SEATTLE		PUBLIC SAFETY BLDG.	308.29
	AMSAN SEATTLE		UTIL ADMIN	355.27
	AMSAN SEATTLE		MAINT OF GENL PLANT	359.95
	AMSAN SEATTLE		WASTE WATER TREATMENT F	372.15
	AMSAN SEATTLE		COURT FACILITIES	418.72
92941	APWA	NW PW INSTITUTE DEVELOPING LEA	UTIL ADMIN	500.00
92942	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.13
	ARAMARK UNIFORM		MAINTENANCE	11.13
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.01
92943	ARLINGTON POWER	TRIMMER REPAIR	ROADSIDE VEGETATION	14.96
	ARLINGTON POWER		STORM DRAINAGE	14.96
	ARLINGTON POWER		ROADSIDE VEGETATION	29.87
	ARLINGTON POWER		ROADSIDE VEGETATION	34.15
	ARLINGTON POWER	MOWER REPAIR	ROADSIDE VEGETATION	38.01
	ARLINGTON POWER	TRIMMER REPAIR	ROADSIDE VEGETATION	54.19
	ARLINGTON POWER	PUSH MOWER BLADE ADAPTER	ROADSIDE VEGETATION	74.27
	ARLINGTON POWER	TRIMMER REPAIR	ROADSIDE VEGETATION	107.98
	ARLINGTON POWER	ECHO BLOWER REPAIR	ROADSIDE VEGETATION	303.55
	ARLINGTON POWER	TAMAKA WEED EATER	ROADSIDE VEGETATION	122.01
92944	ARLINGTON, CITY OF	ARLINGTON CHRISTIAN SCHOOL WAT	SOURCE OF SUPPLY	184.72
92945	ASL INTERPRETER NETW	INTERPRETER SERVICES	EXECUTIVE ADMIN	12.06
92946	AYARS, HILARY	JURY DUTY	COURTS	-14.43
92947	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GOLF COURSE	4.50
	BANK OF AMERICA		PARK & RECREATION FAC	15.18
	BANK OF AMERICA		MAINTENANCE	182.13
	BANK OF AMERICA		PRO-SHOP	283.36
92948	BANK OF AMERICA		INFORMATION SERVICES	-41.35
	BANK OF AMERICA		IS REPLACEMENT ACCOUNTS	97.99
	BANK OF AMERICA		COMPUTER SERVICES	175.93
	BANK OF AMERICA		TECHNOLOGY REPLACEMEN	376.44
92949	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	768.20
92950	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-88.44
	BANK OF AMERICA		POLICE PATROL	162.90
	BANK OF AMERICA		DRUG ENFORCEMENT	425.15
	BANK OF AMERICA		POLICE ADMINISTRATION	952.28
92951	BANK OF AMERICA	TRAVEL/SUPPLIES/AD REIMBURSEME	WATER/SEWER OPERATION	-141.77
	BANK OF AMERICA		WATER QUAL TREATMENT	50.00
	BANK OF AMERICA		ENGR-GENL	161.16
	BANK OF AMERICA		UTIL ADMIN	1,790.27
92952	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	16.80
	BARRETT, SUZANNE		RECREATION SERVICES	144.00
92953	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	11,401.58
92954	BICKFORD FORD	IGNITION COIL	EQUIPMENT RENTAL	59.95
	BICKFORD FORD	BRAKE PADS, WHEEL SEALS AND BR	EQUIPMENT RENTAL	370.83
	BICKFORD FORD	FAN ASSEMBLY AND MODULE	EQUIPMENT RENTAL	400.72
	BICKFORD FORD	ALTERNATOR	EQUIPMENT RENTAL	422.63
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	501.58
	BICKFORD FORD	IGNITION COILS AND SPARK PLUGS	EQUIPMENT RENTAL	664.41
92955	BRECKENRIDGE, KURT	JURY DUTY	COURTS	22.44
92956	BRIM TRACTOR	HARDWARE	ROADSIDE VEGETATION	174.84
	BRIM TRACTOR	BEACON LIGHT ASSEMBLY	EQUIPMENT RENTAL	177.01

**CITY OF MARYSVILLE
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92957	BSN SPORTS, INC	VOLLEYBALLS AND TENNIS BALLS	RECREATION SERVICES	191.29
	BSN SPORTS, INC		RECREATION SERVICES	360.58
92958	BYDE, DOUG	COURSE REIMBURSEMENT	UTIL ADMIN	111.00
92959	C & K REAL ESTATE TE	UB 751159244001 7905 55TH PL N	WATER/SEWER OPERATION	284.65
92960	CALLAHAN, KALEB	MEAL REIMBURSEMENT	TRAINING	15.00
92961	CARRS ACE	PAINT BRUSHES AND LINE LEVEL	WASTE WATER TREATMENT F	27.06
	CARRS ACE	PAINTING SUPPLIES	TRAFFIC CONTROL DEVICES	28.15
	CARRS ACE	TUBING AND CLAMPS	WASTE WATER TREATMENT F	29.43
	CARRS ACE	PAINT SUPPLIES AND KEYS MADE	TRAFFIC CONTROL DEVICES	34.01
	CARRS ACE	ROLLERS, PAINT HANDLES AND SUP	TRAFFIC CONTROL DEVICES	151.88
92962	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,774.11
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	5,053.31
92963	CHILDRESS, ROBERT II	UB 094729000000 4727 97TH PL N	WATER/SEWER OPERATION	37.88
92964	CHISHOLM, JAMES	JURY DUTY	COURTS	13.36
92965	COMMERCE DEPT OF	WWTP UPGRADE CONTRACT # PW-01-	ENTERPRISE D/S	2,105.26
	COMMERCE DEPT OF	WWTP UPGRADE CONTRACT #PW-02-6	ENTERPRISE D/S	23,823.53
	COMMERCE DEPT OF	WWTP UPGRADE CONTRACT #PW-04-6	ENTERPRISE D/S	28,947.37
	COMMERCE DEPT OF	WWTP UPGRADE CONTRACT # PW-01-	ENTERPRISE D/S	52,631.58
	COMMERCE DEPT OF	WWTP UPGRADE CONTRACT #PW-04-6	ENTERPRISE D/S	526,315.79
	COMMERCE DEPT OF	WWTP UPGRADE CONTRACT #PW-02-6	ENTERPRISE D/S	529,411.76
92966	COOP SUPPLY	PROPANE	TRAFFIC CONTROL DEVICES	16.89
	COOP SUPPLY	TOOLBOX AND TRAYS	WATER RESERVOIRS	29.29
	COOP SUPPLY	LOADING RAMPS AND OIL	WASTE WATER TREATMENT F	67.18
92967	CORPORATE OFFICE SPL	OFFICE SUPPLIES	WATER DIST MAINS	69.37
	CORPORATE OFFICE SPL	WYPALL WIPES	ER&R	95.51
	CORPORATE OFFICE SPL		ER&R	95.51
92968	COSTILLIA, GAVIN	UB 420761470003 16520 41ST AVE	WATER/SEWER OPERATION	23.37
92969	COUGAR TREE SERVICE	FALL THREE TREES	ROADWAY MAINTENANCE	868.80
92970	CRYSTAL SPRINGS	WATER COOLER RENTAL AND BOTTLE	SOLID WASTE OPERATIONS	94.64
	CRYSTAL SPRINGS		WASTE WATER TREATMENT F	126.22
92971	DAILY JOURNAL OF COM	LEGAL AD	GMA - STREET	372.40
92972	DIGGINS, GARY	JURY DUTY	COURTS	13.33
92973	DIXON, DIANE	REFUND CLASS FEES	PARKS-RECREATION	25.00
92974	DIXON, VONGSARIN	JURY DUTY	COURTS	18.60
92975	DUKES, KEIANA	REFUND RENTAL FEE AND DEPOSIT	PARKS-RECREATION	85.00
	DUKES, KEIANA		GENERAL FUND	100.00
92976	DUNLAP INDUSTRIAL	MOWER	GENERAL SERVICES - OVERF	464.10
	DUNLAP INDUSTRIAL	MOWERS (2)	GENERAL SERVICES - OVERF	928.20
92977	E&E LUMBER	CAUTION TAPE	PARK & RECREATION FAC	28.13
	E&E LUMBER	BRACKETS AND MDF	PUBLIC SAFETY BLDG.	29.03
	E&E LUMBER	LUMBER	WASTE WATER TREATMENT F	32.53
	E&E LUMBER	LITTER STICKS	PARK & RECREATION FAC	47.94
	E&E LUMBER	PAINTING SUPPLIES	TRAFFIC CONTROL DEVICES	83.24
	E&E LUMBER	TRAFFIC PAINT AND PAINTER	TRAFFIC CONTROL DEVICES	155.93
92978	EAGLE WINGS	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92979	EDEEN, CURTIS	JURY DUTY	COURTS	15.60
92980	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	64.03
92981	ERVIN, MONTE	JURY DUTY	COURTS	17.84
92982	EVERETT HYDRAULICS	SUN CARTRIDGE AND BODY	EQUIPMENT RENTAL	721.01
92983	EVERETT TIRE & AUTO	TIRE	ER&R	139.08
	EVERETT TIRE & AUTO	TRAILER TIRES (4)	EQUIPMENT RENTAL	355.41
92984	EVERETT UTILITIES	WATER/FILTRATION CHARGES	SOURCE OF SUPPLY	155,227.23
92985	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	162.00
	EVERETT, CITY OF		WASTE WATER TREATMENT F	566.10
92986	EWING IRRIGATION	FERTILIZER AND SEED	PARK & RECREATION FAC	3,930.85
92987	FERRELLGAS	PROPANE	TRAFFIC CONTROL DEVICES	98.30
	FERRELLGAS		SOLID WASTE OPERATIONS	98.31

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92987	FERRELLGAS	PROPANE	WATER SERVICE INSTALL	98.31
	FERRELLGAS		ROADWAY MAINTENANCE	98.31
92988	FIRESHIELD INC	SERVICE CALL	PUBLIC SAFETY BLDG.	249.78
92989	FOREMAN, STEVEN	JURY DUTY	COURTS	11.47
92990	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	23.48
	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	38.68
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	38.68
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	42.61
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	42.61
	FRONTIER COMMUNICATI	ACCT #36065905060927115	STREET LIGHTING	43.66
	FRONTIER COMMUNICATI	ACCT #425-397-6325-031998-5	PARK & RECREATION FAC	46.77
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	57.70
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	57.70
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	57.70
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	57.70
	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	65.13
	FRONTIER COMMUNICATI		RECREATION SERVICES	65.13
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	83.78
	FRONTIER COMMUNICATI	ACCT #36065891800622955	LIBRARY-GENL	85.22
	FRONTIER COMMUNICATI	ACCT #25300981920624965	SEWER LIFT STATION	93.05
92991	FUN EXPRESS LLC	BEACH BALLS	GENERAL FUND	-13.63
	FUN EXPRESS LLC		COMMUNITY EVENTS	172.03
92992	GALLIVAN, GUINEVERE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92993	GARCIA, LILIA		GENERAL FUND	100.00
92994	GEOTEST SERVICES INC	SPRAY PARK SOIL TESTING	GMA-PARKS	168.00
92995	GFOA	CAFR REVIEW AND AWARD	FINANCE-GENL	505.00
92996	GOVCONNECTION INC	NETWORK SETUP FOR PW TRAILER	WASTE WATER TREATMENT F	458.60
	GOVCONNECTION INC	NEW WORLD SETUP	TRIBAL GAMING-GENL	1,491.80
92997	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	62.24
92998	GREER, CAROL	JURY DUTY	COURTS	13.33
92999	GRITTON, DENISE	MILEAGE REIMBURSEMENT	FINANCE-GENL	52.90
93000	GROUP HEALTH	DOT PHYSICALS (5)	FACILITY MAINTENANCE	95.00
	GROUP HEALTH		SOLID WASTE OPERATIONS	95.00
	GROUP HEALTH		PARK & RECREATION FAC	190.00
	GROUP HEALTH		UTIL ADMIN	306.00
93001	HACH COMPANY	PH TESTER	WATER QUAL TREATMENT	119.46
	HACH COMPANY	BUTTER PILLOWS	WASTE WATER TREATMENT F	147.48
93002	HARPER, MELISSA	RENTAL DEPOSIT RENTAL	GENERAL FUND	100.00
93003	HAYES, JIM	MEAL REIMBURSEMENT	TRAINING	15.00
93004	HD FOWLER COMPANY	PENTAGON HEX KEYS	WATER DIST MAINS	18.94
	HD FOWLER COMPANY	COUPLERS, BUSHINGS AND BALL VA	WASTE WATER TREATMENT F	45.44
	HD FOWLER COMPANY	FITTINGS	WASTE WATER TREATMENT F	64.06
	HD FOWLER COMPANY	T-HANDLE MANHOLE WRENCHES	ER&R	96.66
	HD FOWLER COMPANY	GAUGES	WATER DIST MAINS	189.97
	HD FOWLER COMPANY	PVC PIPE AND SUPPLIES	WASTE WATER TREATMENT F	218.26
	HD FOWLER COMPANY	COPPER TUBING	WATER/SEWER OPERATION	259.99
	HD FOWLER COMPANY	PENTAGON KEYS	WATER DIST MAINS	284.09
	HD FOWLER COMPANY	MARKING PAINT	ER&R	315.11
	HD FOWLER COMPANY	GAUGES	WATER DIST MAINS	352.81
	HD FOWLER COMPANY	CONCRETE LIDS	WATER/SEWER OPERATION	390.69
	HD FOWLER COMPANY	POLYMER LIDS	WATER/SEWER OPERATION	586.44
93005	HD SUPPLY WATERWORKS	HYDRANT PARTS	WATER CAPITAL PROJECTS	2,077.79
93006	HENDERSON, RYAN & CA	UB 331475550201 4338 151ST PL	WATER/SEWER OPERATION	57.37
93007	HOLDT, SHELLY	UB 848002000000 8002 85TH AVE	WATER/SEWER OPERATION	237.83
93008	HOLLAND, CHRIS	REIMBURSE MEETING EXPENSES	COMMUNITY DEVELOPMENT-	86.79
93009	HUSKY TRUCK CENTER	CYLINDER AND HOSE KIT	EQUIPMENT RENTAL	281.28
93010	INDUSTRIAL SUPPLY IN	GLOVES	ER&R	506.51

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93011	INTERSTATE AUTO PART	BULBS, FUSES AND LIGHTS	EQUIPMENT RENTAL	323.25
	INTERSTATE AUTO PART	LED WORKLIGHTS	ER&R	488.54
93012	IRON MOUNTAIN	3/4 CHIPS	ROADWAY MAINTENANCE	87.86
93013	JACKSON, ARTHUR A	UB 140990000000 4104 126TH PL	WATER/SEWER OPERATION	27.29
93014	JEWELL, HARRISON & G	UB 757547260000 4726 75TH AVE	WATER/SEWER OPERATION	55.34
93015	JOHNSON, LYLE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93016	KEEFE, RYAN M	MEAL REIMBURSEMENT	UTIL ADMIN	15.00
93017	KIDZ LOVE SOCCER	INSTRUCTOR SERVICES	RECREATION SERVICES	453.60
	KIDZ LOVE SOCCER		RECREATION SERVICES	680.40
	KIDZ LOVE SOCCER		RECREATION SERVICES	737.10
	KIDZ LOVE SOCCER		RECREATION SERVICES	963.90
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,146.60
93018	KING, MATTHEW	UB 231001150005 5029 119TH ST	WATER/SEWER OPERATION	5.38
93019	KLEMENTSEN, TORY	INSTRUCTOR SERVICES	RECREATION SERVICES	105.00
	KLEMENTSEN, TORY		RECREATION SERVICES	252.00
93020	KNOWLES, DEBRA	JURY DUTY	COURTS	30.21
93021	KUKER-RANKEN	SURVEY EQUIPMENT AND TOOLS	ENGR-GENL	410.13
93022	KUNSELMAN, DANIELLE	INSTRUCTOR SERVICES	COMMUNITY CENTER	75.60
93023	LASTING IMPRESSIONS	UNIFORMS-VOLUNTEER PROGRAM	CRIME PREVENTION	230.96
93024	LAW, LYMAN, DANIEL, KAM	LEGAL SERVICE	NON-DEPARTMENTAL	70.35
	LAW, LYMAN, DANIEL, KAM		WASTE WATER TREATMENT F	211.05
93025	LES SCHWAB TIRE CTR	SERVICE CALL TO REPAIR FLAT	EQUIPMENT RENTAL	41.90
	LES SCHWAB TIRE CTR	SERVICE CALL	EQUIPMENT RENTAL	103.17
	LES SCHWAB TIRE CTR	SERVICE CALL TO REPAIR FLAT	EQUIPMENT RENTAL	184.17
	LES SCHWAB TIRE CTR	TIRES (2)	ER&R	480.82
	LES SCHWAB TIRE CTR	DRIVE AXLE TIRES (3)	ER&R	1,160.21
	LES SCHWAB TIRE CTR	TIRES (8)	EQUIPMENT RENTAL	3,468.43
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	3,468.43
93026	LICENSING, DEPT OF	BONE, CODY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CHARRON, DONALD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DUPLON, MARC (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LOYOLA, LAMBERTO (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROGERS, RICHARD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WOOD, LARRY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BARLASS, BRIAN (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	STODDARD, THOMAS (LT RENEWAL)	GENERAL FUND	21.00
93027	LICENSING, DEPT OF	FREEWAY PAWN INC-STATE GUN DEA	GENERAL FUND	125.00
93028	LINKS TURF SUPPLY	TRIMMER LINE, EARPLUGS AND GLO	MAINTENANCE	118.69
93029	LOWES HIW INC	HYPO PUMP SUPPLIES	WASTE WATER TREATMENT F	13.97
	LOWES HIW INC	TEMPLATE AND HANDLE	ADMIN FACILITIES	45.12
	LOWES HIW INC	UTILITY PUMP, COUPLING AND BUS	WATER SERVICES	106.12
	LOWES HIW INC	DRILL, BITS, GRINDER, HOOKS AN	WATER DIST MAINS	282.65
	LOWES HIW INC	BASES	ADMIN FACILITIES	976.13
93030	MACIEJEWSKI, HANNAH	REFUND RENTAL FEES AND DEPOSIT	GENERAL FUND	100.00
	MACIEJEWSKI, HANNAH		PARKS-RECREATION	180.00
93031	MACKENZIE, JESSICA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93032	MALCOM, HOLLY	JURY DUTY	COURTS	14.60
93033	MARYFEST	2014 STRAWBERRY FESTIVAL FASHI	EXECUTIVE ADMIN	352.00
93034	MARYSVILLE SCHOOL	FACILITY USAGE FEES-TMS	RECREATION SERVICES	108.00
93035	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE	SEWER LIFT STATION	54.56
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	167.52
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	172.00
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	174.30
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	250.46
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST N	PARK & RECREATION FAC	271.76
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	447.87
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	959.87

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93035	MARYSVILLE, CITY OF	UTILITY SERVICE-6120 GROVE ST	LIBRARY-GENL	995.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	2,162.16
93036	MAYNARD, DR WILLIAM	UB 031490155001 8624 74TH DR N	WATER/SEWER OPERATION	8.47
93037	MCLOUGHLIN & EARDLEY	STROBE BULBS	ER&R	-22.03
	MCLOUGHLIN & EARDLEY		ER&R	278.22
93038	MICROFLEX INC	SALES TAX AUDIT PROGRAM-MAY 20	FINANCE-GENL	75.57
93039	MIRANDA, TONYA	INSTRUCTOR SERVICES	RECREATION SERVICES	90.00
	MIRANDA, TONYA		RECREATION SERVICES	222.00
93040	MOTOR TRUCKS	MIRROR BRACKET	EQUIPMENT RENTAL	32.47
93041	NELSON PETROLEUM	HEAT TRANSFER OIL	EQUIPMENT RENTAL	690.70
93042	NESS & CAMPBELL CRAN	CRANE SERVICE	WASTE WATER TREATMENT F	847.08
93043	NORTH COUNTY OUTLOOK	ADVERTISING	COMMUNITY CENTER	50.00
93044	NORTH SOUND HOSE	HOSE FITTINGS	MAINTENANCE	25.92
93045	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,228.00
93046	NORTHWEST PLAYGROUND	WATER ODYSSEY SUPPLIES	GMA-PARKS	91,355.48
93047	NUCA OF WASHINGTON	DIG SAFE CERTIFICATION (3)	UTIL ADMIN	330.00
93048	NUCKOLS, JENNIFER	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
93049	OSBORN CONSULTING	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	13,996.54
93050	OSBORN, JASON	MEAL REIMBURSEMENT	TRAINING	12.78
	OSBORN, JASON		TRAINING	15.00
93051	OZONIA NORTH AMERICA	BALLAST ASSEMBLIES AND LAMPS	WASTE WATER TREATMENT F	5,257.37
93052	PACIFIC POWER BATTER	BATTERIES	ER&R	11.14
93053	PACIFIC POWER PROD.	FAN AND CIRCUIT BREAKER	PARK & RECREATION FAC	384.71
93054	PALITZ, JUSTIN	MEAL REIMBURSEMENT	GENERAL SERVICES - OVERF	13.87
	PALITZ, JUSTIN	REIMBURSE ROW ENDORSEMENT	TRAINING	25.00
93055	PARTS STORE, THE	ACCESSORY BELT	EQUIPMENT RENTAL	6.60
	PARTS STORE, THE	TRANSMISSION FILTER	EQUIPMENT RENTAL	21.82
	PARTS STORE, THE	INVERTER	SEWER MAIN COLLECTION	59.07
	PARTS STORE, THE	BRAKE SWITCHES	ER&R	65.38
	PARTS STORE, THE	SPARK PLUGS, WIRES AND PCV VAL	EQUIPMENT RENTAL	75.61
	PARTS STORE, THE	AIR AND FUEL FILTERS	ER&R	144.05
	PARTS STORE, THE	ACCESSORY BELT, BATTERY AND TE	MAINTENANCE	185.09
	PARTS STORE, THE	LIGHTS, FUEL FILTER, ANTIFREEZ	ER&R	191.07
	PARTS STORE, THE	TRANS FILTERS, OIL FILTERS AND	ER&R	198.05
	PARTS STORE, THE	SPARK PLUGS	EQUIPMENT RENTAL	199.28
93056	PAYMENTUS	TRANSACTION FEES-MAY 2014	UTILITY BILLING	11,777.56
93057	PERKL, RACHEL*	UB 980461100003 4611 60TH DR N	WATER/SEWER OPERATION	21.57
93058	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	58.86
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	103.50
	PETROCARD SYSTEMS		STORM DRAINAGE	109.85
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	160.93
	PETROCARD SYSTEMS		PARK & RECREATION FAC	501.43
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	520.75
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERF	3,429.98
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,421.80
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,525.10
	PETROCARD SYSTEMS		POLICE PATROL	9,615.86
93059	PHENIS, AXEL	JURY DUTY	COURTS	12.43
93060	PICK OF THE LITTER	AD GRAPHIC DESIGN	COMMUNITY CENTER	102.00
93061	PIKE, TRAVIS	MEAL REIMBURSEMENT	TRAINING	15.00
	PIKE, TRAVIS	REIMBURSE ROW TESTING	ROADSIDE VEGETATION	25.00
93062	PILCHUCK RENTALS	HEDGE TRIMMER RENTAL	STORM DRAINAGE	222.63
	PILCHUCK RENTALS		ROADSIDE VEGETATION	222.63
93063	PLATT ELECTRIC	SD CABLE	WASTE WATER TREATMENT F	103.85
93064	POTTER, BRENT	REIMBURSE MEAL	TRAINING	15.00
	POTTER, BRENT	REIMBURSE PESTICIDE TESTING FE	ROADSIDE VEGETATION	25.00
93065	PREFERRED ELECTRIC	RE-ATTACH LOW VOLT CT CAN	ADMIN FACILITIES	597.30

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/19/2014 TO 6/25/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93066	PREWITT, CYNTHIA	JURY DUTY	COURTS	12.19
93067	PSARADELIS, SEAN & C	UB 162980000001 4526 132ND PL	WATER/SEWER OPERATION	66.54
93068	PUBLIC FLEET MNGRS	IDS TRAINING-CARDON	EQUIPMENT RENTAL	160.00
93069	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	15.56
	PUD	ACCT #2023-4068-3	PARK & RECREATION FAC	16.34
	PUD	ACCT #2051-3624-5	SEWER LIFT STATION	29.28
	PUD	ACCT #2024-6103-4	UTIL ADMIN	30.50
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	32.03
	PUD	ACCT #2020-3113-4	PUMPING PLANT	32.33
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	35.52
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	36.46
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	42.78
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	47.36
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	47.72
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	50.58
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	64.94
	PUD	ACCT #2035-1961-6	NON-DEPARTMENTAL	74.55
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	80.15
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	81.70
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	90.56
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	101.63
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	114.60
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG.	115.69
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	118.41
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	153.18
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	168.35
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	197.12
	PUD	ACCT #2020-1181-3	PUMPING PLANT	201.36
	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	212.77
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	213.74
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	309.62
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	338.89
	PUD	ACCT #2012-4769-9	STREET LIGHTING	410.99
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	443.46
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	446.46
	PUD	ACCT #2025-2469-0	PUMPING PLANT	526.30
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	671.71
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,378.81
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	2,671.03
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,144.06
	PUD	ACCT #2011-4725-3	PUMPING PLANT	3,461.44
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	3,465.95
	PUD	ACCT #2015-7792-1	PUMPING PLANT	3,768.19
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	8,986.70
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	9,167.37
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	18,106.82
93070	PUGET SOUND SECURITY	KEYS MADE	ADMIN FACILITIES	14.00
93071	PUMPTECH INC	DISCHARGE DISK AND CONNECTING	WASTE WATER TREATMENT F	796.07
93072	R&R PRODUCTS INC	ROLLERS	MAINTENANCE	164.86
93073	REED, DENNIS & CAROL	UB 890957000001 5805 GROVE ST	WATER/SEWER OPERATION	140.13
93074	RIGHT! SYSTEMS, INC.	VIRTUAL HOST UPGRADE	TECHNOLOGY REPLACEMEN	14,587.86
93075	RODDA	PAINT	PARK & RECREATION FAC	50.56
	RODDA	PAINTING SUPPLIES	MAINT OF GENL PLANT	51.92
93076	ROODZANT, DENNIS	REIMBURSE TOOL PURCHASE	SEWER LIFT STATION	32.75
93077	ROSE, ASHLEY	UB 651449100301 10233 59TH DR	WATER/SEWER OPERATION	8.85
93078	RUGGENBERG, SARAH	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
93079	RYAN HERCO PRODUCTS	BOOSTER PUMP	WATER QUAL TREATMENT	1,467.23

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93080	SCIENTIFIC SUPPLY	TYGON TUBING	WASTE WATER TREATMENT F	584.81
93081	SEIDEL, DONALD	JURY DUTY	COURTS	14.67
93082	SHERWIN WILLIAMS	PAINTING SUPPLIES	PUBLIC SAFETY BLDG.	18.82
93083	SHERWIN WILLIAMS	TRAFFIC PAINT	TRAFFIC CONTROL DEVICES	1,340.22
	SHERWIN WILLIAMS	TRAFFIC PAINT AND PAILS	TRAFFIC CONTROL DEVICES	1,473.21
	SHERWIN WILLIAMS	TRAFFIC PAINT	TRAFFIC CONTROL DEVICES	1,473.54
93084	SIMPLOT PARTNERS	WETTING AGENT AND SUPPLIES	MAINTENANCE	1,180.39
93085	SISKUN POWER EQUIPME	HARNASSES AND TRIMMER HEADS	WATER DIST MAINS	226.54
	SISKUN POWER EQUIPME	BACK PACK BLOWER	WATER RESERVOIRS	425.84
93086	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	146,385.00
93087	SOCIETY FOR HUMAN	SHRM MEMBERSHIP DUES-GUY	PERSONNEL ADMINISTRATIO	185.00
93088	SONITROL	SECURITY MONITORING SERVICES	PUBLIC SAFETY BLDG.	100.00
	SONITROL		PARK & RECREATION FAC	132.00
	SONITROL		UTIL ADMIN	133.00
	SONITROL		COMMUNITY CENTER	142.00
	SONITROL		MAINT OF GENL PLANT	286.00
	SONITROL		ADMIN FACILITIES	333.00
	SONITROL		WASTE WATER TREATMENT F	491.01
93089	SOUND PUBLISHING	LEGAL AD	FACILITY REPLACEMENT	28.65
	SOUND PUBLISHING		GMA - STREET	88.72
	SOUND PUBLISHING		WATER CAPITAL PROJECTS	120.52
	SOUND PUBLISHING		SURFACE WATER CAPITAL PF	183.38
93090	SOUND PUBLISHING	EMPLOYMENT ADS	PRO-SHOP	190.65
	SOUND PUBLISHING		UTIL ADMIN	558.71
93091	SOUND SAFETY	SUNSCREEN TOWELETTES	ER&R	102.47
	SOUND SAFETY	SWEATSHIRTS W/LOGO	ER&R	138.80
	SOUND SAFETY	GLOVES AND EARPLUGS	ER&R	153.21
	SOUND SAFETY	POLO SHIRTS W/LOGO	ER&R	156.39
	SOUND SAFETY	SWEATSHIRTS W/LOGO	ER&R	215.03
	SOUND SAFETY	SHIRTS W/SCREEN PRINTING	ER&R	427.67
93092	SPID INC	UB 761302559401 8115 80TH DR N	WATER/SEWER OPERATION	43.71
93093	SPRINGBROOK NURSERY	SAND	PARK & RECREATION FAC	81.85
93094	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	34.75
	STAPLES		PRO-SHOP	65.94
	STAPLES		COMMUNITY DEVELOPMENT-	203.36
93095	STATE PATROL	FINGERPRINT ID SERVICES	COMMUNITY DEVELOPMENT-	52.00
	STATE PATROL		GENERAL FUND	379.50
93096	STEEL, ELIZABETH	JURY DUTY	COURTS	13.10
93097	STEVENS, MICHAEL A.	REIMBURSE MILEAGE AND PARKING	CITY COUNCIL	115.90
93098	SUMMIT LAW GROUP	PROFESSIONAL SERVICES	PERSONNEL ADMINISTRATIO	216.00
	SUMMIT LAW GROUP		PERSONNEL ADMINISTRATIO	1,263.60
93099	TESSCO	RADIO MAST MOUNTS	MAINT OF GENL PLANT	402.91
93100	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	205.17
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG.	205.17
93101	TORGERSON, DAVID	JURY DUTY	COURTS	13.52
93102	TORO NSN	TORO IRRIGATION PLAN	MAINTENANCE	134.00
93103	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	542.53
93104	UNITED PARCEL SERVIC	SHIPPING EXPENSE	GENERAL SERVICES - OVERH	34.93
	UNITED PARCEL SERVIC		WATER SERVICE INSTALL	47.89
	UNITED PARCEL SERVIC		GENERAL SERVICES - OVERH	50.88
93105	UTILITIES UNDERGROUN	EXCAVATION NOTICES-MAY 2014	UTILITY LOCATING	435.82
93106	VALMONT	STREET LIGHT POLE	STREET LIGHTING	2,220.87
93107	VANDELAC, ANTHONY	JURY DUTY	COURTS	11.00
93108	VERIZON/FRONTIER	WIRELESS CHARGES	ANIMAL CONTROL	25.97
	VERIZON/FRONTIER		LEGAL-GENL	40.01
	VERIZON/FRONTIER		UTILITY BILLING	47.46
	VERIZON/FRONTIER		GOLF ADMINISTRATION	47.46

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
93108	VERIZON/FRONTIER	WIRELESS CHARGES	FACILITY MAINTENANCE	47.46
	VERIZON/FRONTIER		CRIME PREVENTION	49.70
	VERIZON/FRONTIER		FINANCE-GENL	54.33
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.33
	VERIZON/FRONTIER		YOUTH SERVICES	77.91
	VERIZON/FRONTIER		WATER SUPPLY MAINS	80.04
	VERIZON/FRONTIER		EQUIPMENT RENTAL	101.99
	VERIZON/FRONTIER		OFFICE OPERATIONS	103.88
	VERIZON/FRONTIER		LEGAL - PROSECUTION	108.66
	VERIZON/FRONTIER		PARK & RECREATION FAC	125.52
	VERIZON/FRONTIER		EXECUTIVE ADMIN	159.58
	VERIZON/FRONTIER		RECREATION SERVICES	172.98
	VERIZON/FRONTIER		DETENTION & CORRECTION	181.79
	VERIZON/FRONTIER		ENGR-GENL	189.26
	VERIZON/FRONTIER		SOLID WASTE OPERATIONS	189.84
	VERIZON/FRONTIER		POLICE INVESTIGATION	195.23
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	253.24
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	255.82
	VERIZON/FRONTIER		STORM DRAINAGE	307.91
	VERIZON/FRONTIER		GENERAL SERVICES - OVERF	362.82
	VERIZON/FRONTIER		COMPUTER SERVICES	368.14
	VERIZON/FRONTIER		POLICE ADMINISTRATION	450.62
	VERIZON/FRONTIER		UTIL ADMIN	924.45
	VERIZON/FRONTIER		POLICE PATROL	2,996.43
93109	VESTAL, DANIEL	JURY DUTY	COURTS	12.15
93110	WAGeworks	FLEX PLAN FEES	PERSONNEL ADMINISTRATIO	60.00
93111	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	42.16
	WAXIE SANITARY SUPPL		PARK & RECREATION FAC	467.72
93112	WESTERN PETERBILT	BRACKET KIT	EQUIPMENT RENTAL	20.25
	WESTERN PETERBILT	REDUCING VALVE	EQUIPMENT RENTAL	101.66
	WESTERN PETERBILT	COOLANT LEAK REPAIR	EQUIPMENT RENTAL	1,271.35
	WESTERN PETERBILT	HEATED MIRROR	EQUIPMENT RENTAL	1,412.73
93113	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.43
	WIDE FORMAT COMPANY		UTIL ADMIN	106.43
93114	WILBUR-ELLIS	PESTICIDES	MAINTENANCE	1,082.26
	WILBUR-ELLIS	CROSSBOW AND ROUNDUP	ROADSIDE VEGETATION	1,346.83
93115	WILLIAMS, LINDA R	JURY DUTY	COURTS	20.76
93116	WOMER & ASSOCIATES	FIRE SAFETY REVIEW	COMMUNITY DEVELOPMENT-	310.00
93117	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	MAINT OF GENL PLANT	93.65
	ZEE MEDICAL SERVICE		GENERAL SERVICES - OVERF	93.66

WARRANT TOTAL:

1,807,538.93

REASON FOR VOIDS:

CHECK #92777

INITIATOR ERROR

(100.00)

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

1,807,438.93

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 14, 2014

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 June 20, 2014 payroll in the amount \$1,010,585.29 Check No.'s 27839 through 27896.

COUNCIL ACTION:

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 14, 2014

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 July 3, 2014 payroll in the amount \$1,634,196.87 Check No.'s 27897 through 27955.

COUNCIL ACTION:

Index #7

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 14, 2014

AGENDA ITEM: Contract Award – 88 th St NE and 55 th Ave NE Intersection Improvements	
PREPARED BY: Jeff Laycock, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Certified Bid Tabulation, Vicinity Map	
BUDGET CODE: 30500030.563000, R1303 (Roadway Improvements) 40220594.563000, W1401 (Water Main Improvements)	AMOUNT: \$850,000.00

SUMMARY:

The 88th St NE and 55th Ave NE Intersection Improvements project includes the construction of a signalized intersection with left turn pockets, illumination, sidewalk ramps and roadway widening and paving. The project also includes replacing the existing water main within the project limits.

The project is funded in part by the FY2014 Transportation Improvement Board (TIB) Urban Arterial Program, Snohomish County mitigation fees for 88th St NE improvements and City funds.

The project was advertised for a June 19, 2014 bid opening. The City received four bids as shown on the attached bid tabulation. The low bidder was SRV Construction, Inc. at \$780,559.64. The engineer's estimate was \$751,214.99. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$780,559.64
Management Reserve:	\$69,440.36
Construction Total:	\$850,000.00
 Snohomish County	 \$167,480.19
TIB (estimate)	\$371,099.00
 Total Cost to City (roadway improvements):	 \$167,480.19
Total Cost to City (water main improvements):	\$143,940.64

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the 88th St NE and 55th Ave NE Intersection Improvements contract with SRV Construction, Inc. in the amount of \$780,559.64 including Washington State Sales Tax and approve a management reserve of \$69,440.36 for a total allocation of \$850,000.00.

VICINITY MAP





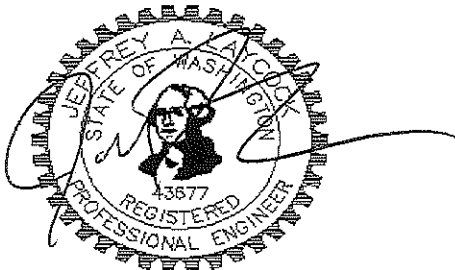
88th St NE and 55th Ave NE Intersection Improvements Certified Bid Tab

6/19/2014

Apparent Low Bid

SCHEDULE A - ROADWAY IMPROVEMENTS

Section	Item	Description	Quantity	Units	Engineer's Estimate		SRV Construction, Inc		Kamins Construction		Colarcurcio Brothers		Trimaxx Construction	
					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 Changes	1	EST	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
1-05.5	2	Roadway Surveying	1	LS	\$5,000.00	\$5,000.00	\$6,400.00	\$6,400.00	\$6,000.00	\$6,000.00	\$6,300.00	\$6,300.00	\$7,000.00	\$7,000.00
1-05.18	3	Record Drawings (Min. Bid \$1500)	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
1-07.15	4	SPCC Plan	1	LS	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
1-09.7	5	Mobilization	1	LS	\$45,000.00	\$45,000.00	\$40,500.00	\$40,500.00	\$44,850.00	\$44,850.00	\$65,000.00	\$65,000.00	\$80,000.00	\$80,000.00
1-10.5	6	Project Temporary Traffic Control	1	LS	\$45,000.00	\$45,000.00	\$51,000.00	\$51,000.00	\$31,728.00	\$31,728.00	\$33,600.00	\$33,600.00	\$175,000.00	\$175,000.00
2-01.5	7	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00	\$4,300.00	\$4,300.00	\$4,440.00	\$4,440.00	\$5,000.00	\$5,000.00	\$17,000.00	\$17,000.00
2-02.5	8	Removal of Structure and Obstruction	1	LS	\$7,500.00	\$7,500.00	\$14,100.00	\$14,100.00	\$19,512.00	\$19,512.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
2-03.5	9	Roadway Excavation Incl. Haul	400	CY	\$18.00	\$7,200.00	\$23.50	\$9,400.00	\$43.80	\$17,520.00	\$19.50	\$7,800.00	\$20.00	\$8,000.00
2-03.5	10	Gravel Borrow Including Haul	25	TON	\$20.00	\$500.00	\$28.00	\$700.00	\$56.82	\$1,420.50	\$53.00	\$1,325.00	\$14.00	\$350.00
2-03.5	11	Unsuitable Foundation Excavation Incl. Haul	10	CY	\$50.00	\$500.00	\$55.00	\$550.00	\$50.00	\$500.00	\$100.00	\$1,000.00	\$20.00	\$200.00
2-09.5	12	Shoring	1	LS	\$1,000.00	\$1,000.00	\$0.01	\$0.01	\$600.00	\$600.00	\$550.00	\$550.00	\$2,800.00	\$2,800.00
2-12.5	13	Construction Geotextile for Underground Drainage	165	SY	\$5.00	\$825.00	\$5.00	\$825.00	\$4.80	\$792.00	\$5.00	\$825.00	\$6.00	\$990.00
4-04.5	14	Crushed Surfacing Base Course	250	TON	\$35.00	\$8,750.00	\$39.00	\$9,750.00	\$26.47	\$6,617.50	\$27.00	\$6,750.00	\$36.00	\$9,000.00
4-04.5	15	Crushed Surfacing Top Course	100	TON	\$35.00	\$3,500.00	\$35.00	\$3,500.00	\$27.12	\$2,712.00	\$50.70	\$5,070.00	\$36.00	\$3,600.00
4-06.5	16	Asphalt Treated Base	385	TON	\$75.00	\$28,875.00	\$99.00	\$38,115.00	\$134.42	\$51,751.70	\$100.00	\$38,500.00	\$110.00	\$42,350.00
5-04.5	17	Planning Bituminous Pavement	4,000	SY	\$3.00	\$12,000.00	\$2.20	\$8,800.00	\$4.80	\$19,200.00	\$6.20	\$24,800.00	\$3.00	\$12,000.00
5-04.5	18	HMA Cl 1/2" PG 64-22	700	TON	\$80.00	\$56,000.00	\$99.50	\$69,650.00	\$113.83	\$79,661.00	\$95.00	\$66,500.00	\$110.00	\$77,000.00
7-01.5	19	Cleanout 8 In. Diam.	2	EA	\$500.00	\$1,000.00	\$825.00	\$1,650.00	\$633.60	\$1,267.20	\$1,000.00	\$2,000.00	\$400.00	\$800.00
7-01.5	20	Underdrain Pipe 8 In. Diam.	105	LF	\$15.00	\$1,575.00	\$33.00	\$3,465.00	\$35.78	\$3,756.90	\$66.00	\$6,930.00	\$15.00	\$1,575.00
7-01.5	21	Gravel Backfill for Drain	35	CY	\$50.00	\$1,750.00	\$33.00	\$1,155.00	\$70.97	\$2,483.95	\$45.00	\$1,575.00	\$45.00	\$1,575.00
7-04.5	22	Ductile Iron Storm Sewer Pipe 8" Diam.	22	LF	\$85.00	\$1,870.00	\$126.00	\$2,772.00	\$62.01	\$1,364.22	\$80.00	\$1,760.00	\$90.00	\$1,980.00
7-05.5	23	Catch Basin Type 1	7	EA	\$1,100.00	\$7,700.00	\$1,325.00	\$9,275.00	\$896.57	\$6,275.99	\$1,400.00	\$9,800.00	\$1,100.00	\$7,700.00
7-05.5	24	Adjust Manhole	6	EA	\$450.00	\$2,700.00	\$500.00	\$3,000.00	\$480.00	\$2,880.00	\$880.00	\$5,280.00	\$450.00	\$2,700.00
7-05.5	25	Adjust Catch Basin	4	EA	\$450.00	\$1,800.00	\$375.00	\$1,500.00	\$480.00	\$1,920.00	\$830.00	\$3,320.00	\$450.00	\$1,800.00
7-12.5	26	Adjust Water Valve	1	EA	\$250.00	\$250.00	\$250.00	\$250.00	\$360.00	\$360.00	\$600.00	\$600.00	\$450.00	\$450.00
8-01.5	27	Erosion/Water Pollution Control	1	LS	\$5,000.00	\$5,000.00	\$1,110.00	\$1,110.00	\$2,400.00	\$2,400.00	\$1,300.00	\$1,300.00	\$6,500.00	\$6,500.00
8-02.5	28	Property Restoration	1	LS	\$7,500.00	\$7,500.00	\$9,250.00	\$9,250.00	\$6,000.00	\$6,000.00	\$8,700.00	\$8,700.00	\$6,900.00	\$6,900.00
8-04.5	29	Cement Conc. Traffic Curb and Gutter	230	LF	\$18.00	\$4,140.00	\$22.40	\$5,152.00	\$58.17	\$13,379.10	\$31.00	\$7,130.00	\$28.00	\$6,670.00
8-04.5	30	Cement Conc. Pedestrian Curb	145	LF	\$22.00	\$3,190.00	\$22.40	\$3,248.00	\$30.37	\$4,403.65	\$27.00	\$3,915.00	\$25.00	\$3,625.00
8-09.5	31	Raised Pavement Marker Type 1	4,000	HUN	\$500.00	\$2,000.00	\$336.00	\$1,344.00	\$360.00	\$1,440.00	\$330.00	\$1,320.00	\$670.00	\$2,680.00
8-09.5	32	Raised Pavement Marker Type 2	1,000	HUN	\$500.00	\$500.00	\$650.00	\$650.00	\$690.00	\$690.00	\$630.00	\$630.00	\$670.00	\$670.00
8-12.5	33	Fence	450	LF	\$30.00	\$13,500.00	\$45.00	\$20,250.00	\$30.00	\$13,500.00	\$53.00	\$23,850.00	\$30.00	\$13,500.00
8-12.5	34	Decorative Fence	100	LF	\$125.00	\$12,500.00	\$230.00	\$23,000.00	\$184.80	\$18,480.00	\$650.00	\$65,000.00	\$150.00	\$15,000.00
8-13.3	35	Adjust Monument Case and Cover	1	EA	\$350.00	\$350.00	\$280.00	\$280.00	\$360.00	\$360.00	\$700.00	\$700.00	\$630.00	\$630.00
8-14.3	36	Cement Concrete Sidewalk	35	SY	\$65.00	\$2,275.00	\$43.00	\$1,505.00	\$146.57	\$5,129.95	\$55.00	\$1,925.00	\$50.00	\$1,750.00
8-14.5	37	Cement Conc. Curb Ramp Type Parallel A	8	EA	\$1,200.00	\$9,600.00	\$1,615.00	\$12,920.00	\$1,644.00	\$13,152.00	\$1,500.00	\$12,000.00	\$1,350.00	\$10,800.00
8-18.5	38	Collection Box Unit	2	EA	\$1,500.00	\$3,000.00	\$725.00	\$1,450.00	\$600.00	\$1,200.00	\$400.00	\$800.00	\$2,000.00	\$4,000.00
8-20.5	39	Traffic Signal System and Illumination	1	LS	\$275,000.00	\$275,000.00	\$257,000.00	\$257,000.00	\$274,440.00	\$274,440.00	\$245,000.00	\$245,000.00	\$250,000.00	\$250,000.00
8-21.5	40	Permanent Signing	1	LS	\$2,500.00	\$2,500.00	\$3,760.00	\$3,760.00	\$3,240.00	\$3,240.00	\$5,700.00	\$5,700.00	\$3,500.00	\$3,500.00
8-22.5	41	Painted Wide Line	1,510	LF	\$1.00	\$1,510.00	\$0.90	\$1,359.00	\$0.90	\$1,359.00	\$0.80	\$1,208.00	\$0.60	\$906.00
			220	LF	\$2.50	\$550.00	\$4.00	\$880.00	\$4.26	\$937.20	\$4.00	\$880.00	\$3.60	\$792.00
			68	LF	\$4.00	\$272.00	\$9.00	\$612.00	\$9.60	\$652.80	\$8.80	\$598.40	\$7.20	\$489.60
			4	EA	\$100.00	\$400.00	\$195.00	\$780.00	\$210.00	\$840.00	\$190.00	\$760.00	\$180.00	\$720.00
			352	SF	\$5.00	\$1,760.00	\$6.00	\$2,112.00	\$6.30	\$2,217.60	\$5.80	\$2,041.60	\$9.00	\$3,168.00
SCHEDULE A TOTAL						\$600,842.00		\$636,619.01		\$680,954.26		\$697,243.00		\$812,170.60



Corrected


SCHEDULE B - WATER MAIN IMPROVEMENTS

Section	Item	Description	Quantity	Units	Engineer's Estimate		SRV Construction, Inc		Kamins Construction		Colarcurcio Brothers		Trimaxx Construction	
					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 Changes	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-05.5	2	Roadway Surveying and As-Builts	1	LS	\$2,000.00	\$2,000.00	\$750.00	\$750.00	\$1,560.00	\$1,560.00	\$700.00	\$700.00	\$1,600.00	\$1,600.00
1-05.18	3	Record Drawings	1	LS	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
1-07.15	4	SPCC Plan	1	LS	\$500.00	\$500.00	\$0.01	\$0.01	\$500.00	\$500.00	\$500.00	\$500.00	\$600.00	\$600.00
1-09.7	5	Mobilization (8%)	1	LS	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00	\$7,950.00	\$7,950.00	\$14,400.00	\$14,400.00	\$5,600.00	\$5,600.00
1-10.5	6	Project Temporary Traffic Control	1	LS	\$25,000.00	\$25,000.00	\$9,500.00	\$9,500.00	\$21,144.00	\$21,144.00	\$19,000.00	\$19,000.00	\$4,000.00	\$4,000.00
2-03.5	7	Gravel Borrow Including Haul	150	TON	\$18.00	\$2,700.00	\$4.00	\$600.00	\$30.42	\$4,563.00	\$15.00	\$2,250.00	\$15.00	\$2,250.00
2-03.5	8	Unsuitable Foundation Excavation Incl. Haul	10	CY	\$50.00	\$500.00	\$71.00	\$710.00	\$50.00	\$500.00	\$99.00	\$990.00	\$20.00	\$200.00
2-09.5	9	Shoring	1	LS	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$600.00	\$600.00	\$550.00	\$550.00	\$2,100.00	\$2,100.00
4-04.5	10	Crushed Surfacing Base Course	75	TON	\$35.00	\$2,625.00	\$42.00	\$3,150.00	\$35.64	\$2,673.00	\$35.00	\$2,625.00	\$50.00	\$3,750.00
4-05.5	11	Asphalt Treated Base	185	TON	\$90.00	\$16,650.00	\$162.00	\$29,970.00	\$137.51	\$25,439.35	\$84.00	\$15,540.00	\$180.00	\$33,300.00
7-09.5	12	Ductile Iron Pipe for Water Main 6 In. Diam.	12	LF	\$95.00	\$1,140.00	\$58.00	\$696.00	\$79.96	\$959.52	\$175.00	\$2,100.00	\$38.00	\$456.00
7-09.5	13	Ductile Iron Pipe for Water Main 8 In. Diam.	650	LF	\$50.00	\$32,500.00	\$69.00	\$44,850.00	\$41.86	\$27,209.00	\$78.00	\$50,700.00	\$45.00	\$29,250.00
7-09.5	14	Abandon Existing Water Main	1	LS	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$2,100.00	\$2,100.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00
7-09.5	15	Connection to Existing	5	EA	\$1,500.00	\$7,500.00	\$1,235.00	\$6,175.00	\$2,874.00	\$14,370.00	\$1,500.00	\$7,500.00	\$1,100.00	\$5,500.00
7-12.5	16	Gate Valve 6 In.	1	EA	\$900.00	\$900.00	\$1,025.00	\$1,025.00	\$774.00	\$774.00	\$755.00	\$755.00	\$1,300.00	\$1,300.00
7-12.5	17	Gate Valve 8 In.	5	EA	\$1,250.00	\$6,250.00	\$1,475.00	\$7,375.00	\$1,105.20	\$5,526.00	\$1,060.00	\$5,300.00	\$1,600.00	\$8,000.00
7-14.5	18	Hydrant Assembly	1	EA	\$5,000.00	\$5,000.00	\$5,225.00	\$5,225.00	\$4,704.00	\$4,704.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
7-14.5	19	Reset Existing Hydrant	1	EA	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,130.00	\$2,130.00	\$1,300.00	\$1,300.00	\$1,600.00	\$1,600.00
7-15.5	20	Service Connection 1 In. Diam.	6	EA	\$1,200.00	\$7,200.00	\$1,015.00	\$6,090.00	\$1,495.20	\$8,971.20	\$1,480.00	\$8,880.00	\$730.00	\$4,380.00
8-01.5	21	Erosion/Water Pollution Control	1	LS	\$2,500.00	\$2,500.00	\$0.01	\$0.01	\$600.00	\$600.00	\$1,320.00	\$1,320.00	\$5,500.00	\$5,500.00
8-02.5	22	Property Restoration	1	LS	\$2,500.00	\$2,500.00	\$3,925.00	\$3,925.00	\$600.00	\$600.00	\$825.00	\$825.00	\$3,000.00	\$3,000.00
		Schedule B Subtotal				\$138,465.00		\$132,542.02		\$136,873.07		\$144,235.00		\$122,186.00
		Sales Tax (8.6%)				\$11,907.99		\$11,398.61		\$11,771.08		\$12,404.21		\$10,508.00
		SCHEDULE B TOTAL				\$150,372.99		\$143,940.63		\$148,644.15		\$156,639.21		\$132,694.00
		CONSTRUCTION TOTAL				\$751,214.99		\$780,559.64		\$829,598.41		\$853,882.21		\$944,864.60

Index #8

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 14, 2014

AGENDA ITEM: Contract Award – 2014 Pavement Preservation Program	
PREPARED BY: Jeff Laycock, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Certified Bid Tabulation, Vicinity Map	
BUDGET CODE: 10110130.549200.1307	AMOUNT: \$1,184,242.55

SUMMARY:

The 2014 Pavement Preservation Program includes the resurfacing of streets as shown on the attached vicinity map.

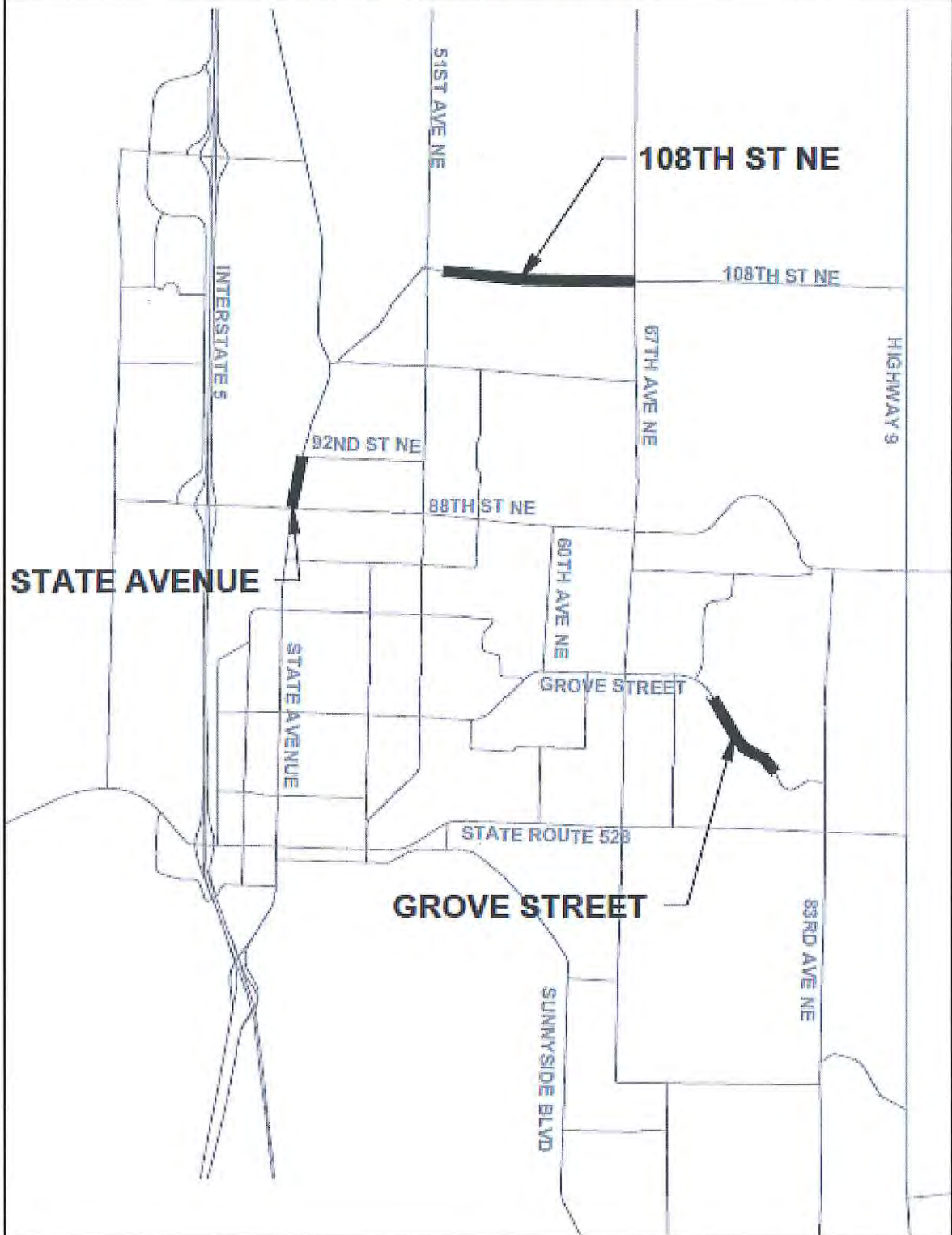
The project was advertised for a June 24, 2014 bid opening. The City received two bids as shown on the attached bid tabulation. The low bidder was Cemex Inc. at \$1,084,242.55. The project was estimated at \$1,186,953.25. References have been checked and found to be satisfactory.

Contract Bid:	\$1,084,242.55
Management Reserve:	\$100,000.00
Construction Total:	\$1,184,242.55

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the contract for the 2014 Pavement Preservation program to Cemex Inc. in the amount of \$1,084,242.55 including Washington State Sales Tax and approve a management reserve of \$100,000.00 for a total allocation of \$1,184,242.55.

VICINITY MAP

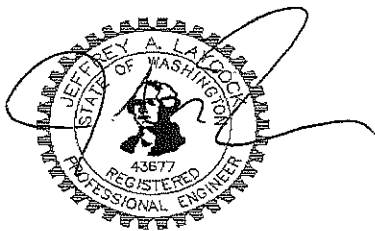




Pavement Preservation Certified Bid Tab

6/23/2014

		Apparent Low Bid								
Section	Item	Description	Quantity	Units	Engineer's Estimate		CEMEX		Granite Construction Inc.	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	MINOR CHANGES	EST	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
1-07.15	2	SPCC PLAN	LS	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00
1-09.7	3	MOBILIZATION	LS	1	\$85,900.00	\$85,900.00	\$65,000.00	\$65,000.00	\$107,500.00	\$107,500.00
1-10.6	4	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$140,000.00	\$140,000.00	\$148,000.00	\$148,000.00	\$240,000.00	\$240,000.00
2-03.5	5	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	CY	50	\$50.00	\$2,500.00	\$39.00	\$1,950.00	\$65.00	\$3,250.00
4-04.5	6	CRUSHED SURFACING TOP COURSE	TON	100	\$65.00	\$6,500.00	\$48.00	\$4,800.00	\$50.00	\$5,000.00
4-04.5	7	CRUSHED SURFACING BASE COURSE	TON	100	\$65.00	\$6,500.00	\$36.00	\$3,600.00	\$50.00	\$5,000.00
5-04.5	8	PAVEMENT REPAIR EXCAVATION INCL. HAUL	SY	6200	\$17.50	\$108,500.00	\$8.00	\$49,600.00	\$7.00	\$43,400.00
5-04.5	9	PLANING BITUMINOUS PAVEMENT	SY	31850	\$3.50	\$111,475.00	\$3.20	\$101,920.00	\$2.00	\$63,700.00
5-04.5	10	HMA CI. 1/2 IN PG 64-22	TON	6550	\$78.00	\$510,900.00	\$84.00	\$550,200.00	\$81.00	\$530,550.00
7-05.5	11	ADJUST MANHOLE	EACH	18	\$500.00	\$9,000.00	\$475.00	\$8,550.00	\$505.00	\$9,090.00
7-05.5	12	ADJUST CATCH BASIN	EACH	12	\$500.00	\$6,000.00	\$440.00	\$5,280.00	\$505.00	\$6,060.00
7-05.5	13	ADJUST WATER VALVE	EACH	37	\$350.00	\$12,950.00	\$320.00	\$11,840.00	\$374.00	\$13,838.00
8-02.5	14	PROPERTY RESTORATION	LS	1	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$2,020.00	\$2,020.00
8-04.5	15	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	300	\$35.00	\$10,500.00	\$50.00	\$15,000.00	\$43.00	\$12,900.00
8-04.5	16	CEMENT CONC. PEDESTRIAN CURB	LF	100	\$35.00	\$3,500.00	\$17.00	\$1,700.00	\$16.00	\$1,600.00
8-09.5	17	RAISED PAVEMENT MARKER TYPE 1	HUN	43	\$350.00	\$15,050.00	\$225.00	\$9,675.00	\$230.00	\$9,890.00
8-09.5	18	RAISED PAVEMENT MARKER TYPE 2	HUN	24	\$500.00	\$12,000.00	\$325.00	\$7,800.00	\$331.00	\$7,944.00
8-13.5	19	ADJUST MONUMENT CASE AND COVER	EACH	24	\$350.00	\$8,400.00	\$200.00	\$4,800.00	\$371.00	\$8,904.00
8-14.5	20	CEMENT CONC. SIDEWALK	SY	80	\$85.00	\$6,800.00	\$75.00	\$6,000.00	\$193.00	\$15,440.00
8-14.5	21	CEMENT CONC. SIDEWALK RAMP TYPE PARALLEL	EACH	6	\$2,000.00	\$12,000.00	\$2,875.00	\$14,375.00	\$2,990.00	\$14,950.00
8-14.5	22	CEMENT CONC. SIDEWALK RAMP TYPE PERPENDICULAR	EACH	7	\$2,000.00	\$14,000.00	\$2,645.00	\$18,515.00	\$2,750.00	\$19,250.00
8-20.5	23	REPLACE TRAFFIC CONTROL LOOP	EACH	11	\$2,000.00	\$22,000.00	\$750.00	\$8,250.00	\$850.00	\$9,350.00
8-20.5	24	VIDEO DETECTION SYSTEM	LS	1	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$12,200.00	\$12,200.00
8-22.5	25	PAINTED LINE	LF	11465	\$0.50	\$5,732.50	\$0.33	\$3,783.45	\$0.34	\$3,898.10



Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7/14/2014

AGENDA ITEM: Purchase of hybrid automated meter infrastructure (AMI) system	
PREPARED BY: Karen Latimer, Operations Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Certified Proposal Tabulation 2. Purchase Contract	
BUDGET CODE: 40220594.563000 W1402	AMOUNT: \$424,446.81

SUMMARY:

On December 31, 2013 the city assumed ownership of a portion of the PUD water system in the Sunnyside annexation area and began providing water service to about 2,000 water customers. Existing water meters purchased as part of the water system do not meet current City standards and need to be upgraded. The meter bodies can remain in place, but the meter registers need to be replaced to read in gallons rather than cubic feet and be equipped with AMI equipment.

RCW 39.04.270 gives municipalities separate acquisition authority for electronic data processing and telecommunications equipment. A municipality may acquire electronic data processing or telecommunication equipment, software, or services through competitive negotiation rather than through competitive bidding. Because the AMI equipment and system is comprised of software and data processing and telecommunications equipment the City of Marysville has elected to use the competitive negotiation process to procure a hybrid AMI system.

Selection criteria were established for procurement of the hybrid AMI system.

1. Qualifications of the vendor. (20 pts maximum)
2. Past experience of the vendor. (20 pts maximum)
3. Initial project cost and recurring licensing cost. (20 pts maximum)
4. Local customer support for equipment, route management software, and interface with current utility billing/CIS system. (20 pts maximum)
5. Ability to create user defined custom reports. (20 pts maximum)

An invitation to submit proposals was published in the Marysville Globe and Daily Journal of Commerce on May 20th and 27th with proposals due on June 3rd at 4:00 pm. A selection committee evaluated the proposals and identified the qualified bidder whose proposal is most advantageous to the city considering pricing and other identified evaluation factors. The selected vendor received the highest average score for the five criteria listed above. In addition, the selected vendor was the only vendor that submitted a proposal that fully met the technical specifications described in the request for proposals document.

RECOMMENDED ACTION: Staff recommends City Council award the contract for a Hybrid Automated Meter Infrastructure System to HD Supply Waterworks and authorize the Mayor to execute the contract in the amount of \$424,446.81 including State of Washington sales tax.



**Hybrid Automated Meter Infrastructure System
Certified Proposal Rating Tabulation**

RATING CRITERIA			Badger Meter		General Pacific, Inc. (Badger Meter)		Ferguson Waterworks (Sensus FlexNet)		HD Supply Waterworks (Neptune Technology Group)	
Item	Description	Maximum Score	Rater Scores	Average Score	Rater Scores	Average Score	Rater Scores	Average Score	Rater Scores	Average Score
1	Qualifications of the Vendor	20 points	Received a letter stating the vendor would be submitting for Badger Meter.		9 11 12 15 9	11	10 13 10 15 8	11	15 17 14 20 15	16
2	Past experience of the Vendor	20 points		12 12 14 15 12	13	14 15 19 17 14	16	17 16 11 17 18	16	
3	Initial project cost and recurring licensing cost	20 points		12 10 16 10 14	12	10 14 8 10 14	11	14 18 13 18 16	16	
4	Local customer support for equipment, route management software, and interface with current utility billing/CIS system	20 points		12 8 9 10 10	10	14 15 19 17 12	15	17 20 12 17 20	17	
5	Ability to create user defined custom reports	20 points		10 12 15 15 8	12	5 12 2 10 8	7	12 14 18 18 16	16	
TOTAL MAXIMUM POINTS		100	Total Score	0	Total Score	58	Total Score	61	Total Score	81

Certified by Karen Latimer, Operations Manager

PROPOSED EQUIPMENT				Badger Meter		General Pacific, Inc. (Badger Meter)		Ferguson Waterworks (Sensus FlexNet)		HD Supply Waterworks (Neptune Technology Group)	
Item	Description	Quantity	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	AMI Software	1	EA			\$4,000.00	\$4,000.00	\$1,875.00	\$1,875.00	\$4,000.00	\$4,000.00
2	Mobile Data Collector	1	EA				\$0.00	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00
3	Handheld Unit/Software	1	EA			\$3,960.50	\$3,960.50	\$2,812.50	\$2,812.50	\$2,250.00	\$2,250.00
4	Communication/Charging Equipment	1	EA				\$0.00	\$312.50	\$312.50	\$375.00	\$375.00
5	Receiver	1	EA				\$0.00			\$1,950.00	\$1,950.00
6	Data Logging Activation Light	1	EA				\$0.00			\$110.00	\$110.00
7	Water Meter	2000	EA				\$0.00	\$67.00	\$134,000.00		
8	Meter Register ⁽¹⁾	2000	EA			\$65.00	\$130,000.00				\$0.00
9	Meter Transmission Unit	2000	EA			\$129.00	\$258,000.00	\$118.00	\$236,000.00		\$0.00
10	Integrated Meter Register/Transmission Unit	2000	EA				\$0.00			\$165.00	\$330,000.00
11	External Antennas	2000	EA				\$0.00			\$19.95	\$39,900.00
12	Installation and Training	1	EA			\$1,500.00	\$1,500.00	\$3,600.00	\$3,600.00	\$1,500.00	\$1,500.00
13	Additional User Software Licenses	10	EA				\$0.00			\$325.00	\$3,250.00
	Washington State Sales Tax 8.6%						\$34,181.60		\$33,849.60		\$33,611.81
					\$0.00		\$431,642.10		\$427,449.60		\$424,446.81

(1) - General Pacific, Inc. did not include meter registers in their proposal. Their submittal indicated a meter register could be purchased directly from Neptune Technology Group for about \$65-\$95 each.

CONTRACT FOR PURCHASE OF HYBRID AUTOMATED METER INFRASTRUCTURE (AMI) SYSTEM

THIS AGREEMENT is made this day between the CITY OF MARYSVILLE, a municipal corporation ("City"), and HD SUPPLY WATERWORKS, a limited partnership ("Vendor").

Whereas, On December 31, 2013 the city assumed ownership of a portion of the PUD water system in the Sunnyside annexation area and began providing water service to approximately 2,000 water customers, and

Whereas, existing water meters purchased as part of the water system do not meet current City standards and need to be upgraded, and

Whereas, the meter bodies can remain in place, but the meter registers need to be replaced to read in gallons rather than cubic feet and be equipped with AMI equipment adaptable to walk-by, mobile or full fixed network methods of collecting and communicating meter reading data, and

Whereas, RCW 39.04.270 provides municipalities acquisition authority for electronic data processing and telecommunications equipment, and provides that a municipality may acquire electronic data processing or telecommunication equipment, software, or services through competitive negotiation rather than through competitive bidding, and

Whereas, the AMI equipment and system is comprised of software and data processing and telecommunications equipment, and it is in the best interests of the city to use the competitive negotiation process to procure a hybrid AMI system, and

Whereas, on May 20, 2014, and May 27, 2014, the city published a Request for Proposals to supply the required equipment, software and training, and

Whereas, HD Supply Waterworks submitted its proposal dated May 27, 2014, and

Whereas, the city received and evaluated proposals from four vendors, using a scoring system weighted for various factors, including qualifications of the vendor, past experience of the vendor, local customer support for equipment, route management software, and interface with current utility billing/CIS system, and Initial project cost and recurring licensing cost, and

Whereas, based on its evaluation process, the city finds the proposal of HD Supply Waterworks to be the proposal most advantageous to the city with price and other factors considered, as authorized by RCW 39.34.270, now, therefore,

In consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1) The Vendor shall provide a hybrid AMI system for the City's Public Works Department as specifically described in Section II of the Request for Proposals Document, in accordance with and as described in the attached Request for Proposals Document Sections III, IV and Appendix A listed below, and shall provide additions to the procurement order as provided under this Contract and every part thereof.

The following Request for Proposals Documents are attached to this Contract and are hereby incorporated herein by this reference:

- A. Request for Proposals Advertisement
 - B. Request for Proposals Document
 - C. Technical Specifications (Section III and Appendix A)
 - D. Proposal Submittal – Submitted by the Vendor as to those items and/or alternatives accepted by the City (Confirmed copy dated June 3, 2014)
- 2) **PURCHASE COST.** This Contract is based on unit rate purchase as bid in the Proposal Submittal. The total purchase price for the hybrid AMI system will not exceed four hundred twenty-four thousand four hundred forty-six dollars and eighty-one cents (\$424,446.81) including Washington State sales tax. The total cost includes all costs associated with procurement of a hybrid AMI system, including, but not limited to, labor, materials, equipment, overhead, profit, administrative and regulatory costs, transportation, installation of hardware and software but excluding installation of the R900i meter registers and external antennas, which shall be performed by city personnel, configuration and training unless otherwise agreed in writing.
- 3) **CITY AGREEMENT.** The City contracts with Vendor to provide a hybrid AMI system as described in the Request for Proposals Document and to furnish, install and configure the hybrid AMI system according to Owner requirements and the terms and conditions herein contained, and contracts to pay the total cost for the hybrid AMI system at the purchase cost rate at the time and in the manner and upon the conditions provided for in this Contract.
- 4) **VENDOR AGREEMENT.** The Vendor hereby agrees to fully perform the work to supply, install (excluding R900i meter registers and external antennas), and configure the items according to the terms and conditions of this Contract.
- 5) **VENDOR RESPONSIBILITIES.** The Vendor shall provide and bear the expense of all equipment, work and labor that may be required for the installation, configuration and training of the hybrid AMI system provided for in this Contract, unless otherwise provided in the specifications and shall guarantee in accordance with the Contract documents. The

Vendor shall be responsible for the installation, configuration and training of the hybrid AMI system in accordance with all applicable laws and regulations, including, but not limited to, all applicable environmental statutes and regulations.

6) **GENERAL PROVISIONS.**

A. Time frame for Completion.

- a. The R900i meter registers and external antennas must be delivered to and accepted by the City of Marysville no later than September 30, 2014.
- b. The remaining order of hybrid AMI system equipment, hardware and software must be delivered and accepted by the City of Marysville no later than October 31, 2014.
- c. The complete order of hybrid AMI system equipment (excluding R900i meter registers and external antennas), hardware and software must be installed and configured no later than November 30, 2014.
- d. The complete hybrid AMI system must be fully operational by mobile drive-by technology no later than December 31, 2014.

7) **SPECIAL PROVISIONS**

- A. Licenses and Permits. The Vendor must have a current City of Marysville Business License before Notice to Proceed can be issued. The Vendor also represents that he is a licensed, bonded and insured Vendor to the extent required by the State of Washington.
- B. Standards. Fabrication, assembly, delivery, installation and configuration shall be performed in accordance with accepted industry practice in a safe manner, and shall meet all requirements of applicable codes.
- C. Change Orders. Any change orders shall be made in the form of a written request, submitted by the Vendor to the City for review. The City will then make a written determination to approve or reject said change order prior to any action by the Vendor.

8) **NON-DISCRIMINATION AND COMPLIANCE WITH EQUAL OPPORTUNITY LAWS.** The Vendor agrees to comply with equal opportunity employment laws and not to discriminate against clients, employees, or applicants for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Vendor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Vendor understands and agrees that if it violates this nondiscrimination provision, this Contract may be terminated by the City and the Vendor may 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.

9) **ATTORNEY FEES.** Should either the City or the Vendor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the

prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.

10) **INSURANCE**

The Vendor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City and the performance of the work hereunder by the Vendor, their agents, representatives, employees or subcontractors.

No Limitation

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

Minimum Scope of Insurance

Vendor shall obtain insurance of the types described below:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover products liability and liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01, ISO Additional Insured-Vendors Endorsement CG 20 15, and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000,000 products-completed operations aggregate, and \$2,000,000 products liability aggregate limit.

Other Insurance Provision

The Vendor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they 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 Vendor's insurance and shall not contribute with it.

The Contractor is responsible for all materials and equipment used and installed in the scope of this project until the project is complete and accepted by the City.

Acceptability of Insurers

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

Verification of Coverage

Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before goods, materials or supplies will be accepted by the City and before commencement of the work.

Subcontractors

The Vendor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

Notice of Cancellation

The Vendor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

Failure to Maintain Insurance

Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Vendor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Vendor from the City.

11) **INDEMNIFICATION.** The Vendor shall defend, indemnify and save the City and its elected officials, officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind on account of injury to or death of any and all persons, on or account of all property damage of any kind, or loss of use resulting therefrom, or breach or infringement of any property right, to any party arising out of, or in any manner connected with, the performance of this contract, the defects in the items purchased, or caused in whole or in part by reason of the presence of the Vendor or its employees or agents, upon or in proximity to the property of the City during performance of the assembly and delivery of the items before acceptance by the City, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Vendor's scope of work.

Should a court of competent jurisdiction determine that this Contract 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 Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor'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 Contract.

12) **APPLICABLE LAW AND VENUE.** This Contract shall be governed by, and construed in accordance with, the applicable laws of the State of Washington. Any legal proceedings to determine the rights and obligations of the parties hereunder shall be brought and heard in Snohomish County Superior Court.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

Attest:

By _____
April O'Brien, Deputy City Clerk

Approved as to form:

By _____
Grant K. Weed, City Attorney

HD SUPPLY WATERWORKS, LTD.

By _____
Ed Allred

Its Vice President, West Region

Address: _____

Telephone: _____

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7/14/2014

AGENDA ITEM:

Approval of Special Event Permit Application; Downtown Merchants Association

PREPARED BY: Carol Mulligan

DIRECTOR APPROVAL:

DEPARTMENT: Community Development

ATTACHMENTS:

1. Copy of Special Event Permit Application
2. Certificate of Liability Insurance Naming the City as Co-Insured.
3. MMC 5.46.

BUDGET CODE:

AMOUNT:

SUMMARY:

The Marysville Downtown Merchants Association has submitted an application to obtain a Special Event Permit to conduct "**Handmade & Homgrown**", a street fair and marketplace event to promote local arts, crafts, food and fun in a family-oriented environment, to be held on Friday, August 8th through Sunday, August 10th, 2014. The applicant has requested the temporary street closure at the event location on 3rd Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from the alley between 2nd Street and 3rd Street to the alley between 3rd Street and 4th Street in order to conduct this proposed event. City staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

RECOMMENDED ACTION: City staff recommends City Council approve the application for Marysville Downtown Merchants Association to conduct a special event on August 8th, August 9th, and August 10th, 2014, including the street closure of 3rd Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from the alley between 2nd Street and 3rd Street to the alley between 3rd Street and 4th Street, as requested by the applicant.

RECEIVED

JUN 18 2014



SPECIAL EVENT PERMIT APPLICATION

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

CITY OF MARYSVILLE
 PUBLIC WORKS &
 COMMUNITY DEVELOPMENT

FOR AGENCY USE	Date: 6-18-14	File: BUS14-0074	Fee: \$100.00
NAME OF EVENT		PROPOSED DATES	
Marysville Street Festival "Hand made & Homegrown"		August 8, 9 & 10, 2014	
APPLICANT		SPONSORING NON-PROFIT	EVENT ORGANIZER
Name	Downtown Marysville Merchants Association		Patricia Schoonmaker Dana Wren
Mailing Address	1512 3rd ST		
City, State, ZIP	Marysville, WA 98270		
Phone (home/office)	360-657-5005		
Phone (cell)	206-707-5195		
E-mail	wrenhaven@aol.com pbfashion@hotmail.com		
SITE INFORMATION			
Set-up date/time	Aug 8, 2014 7:00 AM	Dismantling Date/time	Aug 10, 2014 3 PM
Estimated number of participants	Up to 83 vendors	Will admission fee be charged? (please note amount)	No
Will alcohol be served at event? (if yes please explain)	No		
Type of activity planned (Describe event)	Street Festival - 90 Vendor booths - Entertainment & Food Vendors		
Location to be used (Describe area to be used, attach map/route plan)	3rd ST - Statest to Alder		
Detailed Description of Proposed Activities	Up to 83 vendors selling handmade or homegrown items		
Does event involve political or religious activity intended primarily for the communication or expression of ideas?	No		

City of Marysville -- Special Event Permit Application



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PETERSHAGEN INSURANCE 1511 WALL STREET EVERETT WA 98201-4007	CONTACT NAME: Rebecca Wilson
	PHONE (A/C No. Ext): (425) 252-5197 FAX (A/C No): (425) 339-9332 E-MAIL ADDRESS: REBECCA@PETERSHAGENINSURANCE.COM
INSURED Marysville Merchant Association c/o Dana Wren 1512 3rd Ave. Snohomish Marysville WA 98270-	INSURER(S) AFFORDING COVERAGE INSURER A: First Natl Ins Co of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			01CI38360550	07/01/2014	07/01/2015	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				/ /	/ /	MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					/ /	/ /	PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJ-JECT				/ /	/ /	GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> LOC					/ /	/ /	PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY					/ /	/ /	EPLI	\$ 10,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				/ /	/ /	BODILY INJURY (Per person)	\$	
<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				/ /	/ /	BODILY INJURY (Per accident)	\$	
<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				/ /	/ /	PROPERTY DAMAGE (Per accident)	\$	
<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				/ /	/ /		\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					/ /	/ /	WC STATU-TORY LIMITS	OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					/ /	/ /	E.L. EACH ACCIDENT	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below			N/A		/ /	/ /	E.L. DISEASE - EA EMPLOYEE	\$	
					/ /	/ /	E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ADDITIONAL INSURED STATUS APPLIES FOR THE BELOW LISTED CERTIFICATE HOLDER PER ATTACHED POLICY FORM CG7635 (0207) FOR ALL EVENTS PUT ON BY THE ABOVE NAMED INSURED.

CERTIFICATE HOLDER

(360) 363-8202 () -
 CMULLIGAN@MARYSVILLEWA.GOV

 CITY OF MARYSVILLE
 80 COLUMBIA

 MARYSVILLE WA 98270-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chapter 5.46 SPECIAL EVENTS

Sections:

- 5.46.010 Definitions.
- 5.46.020 Special event permit required.
- 5.46.025 Exceptions to special event permit requirement.
- 5.46.030 Permit application.
- 5.46.040 Approval.
- 5.46.050 Fees.
- 5.46.060 Departmental analysis.
- 5.46.070 Insurance required.
- 5.46.080 Denial of permit.
- 5.46.090 Appeal.
- 5.46.100 Sanitation.
- 5.46.110 Revocation of special event permit.
- 5.46.120 Cost recovery for unlawful special event.
- 5.46.130 Expressive activity special event.
- 5.46.140 Penalties for violation.

5.46.010 Definitions.

Terms used in this chapter shall have the following meanings:

- (1) "Demonstration" means a public display of group opinion as by a rally or march, the principal purpose of which is expressive activity.
- (2) "Event organizer" means any person who conducts, manages, promotes, organizes, aids, or solicits attendance at a special event.
- (3) "Event management company" means an entity with expertise in managing special events.
- (4) "Expressive activity" includes conduct for which the sole or principal object is expression, dissemination, or communication by verbal, visual, literary, or auditory means of political or religious opinion, views, or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sports events, including marathons, fundraising events, or events the principal purpose of which is entertainment.
- (5) "Gross revenues" means the sum of all revenues received by an event organizer for a special event including, but not limited to, cash receipts, licensing, sponsorships, television, advertising and similar revenues, and concessions.
- (6) "March" means an organized walk or event whose principal purpose is expressive activity in service of a public cause.

(7) "Noncommercial special event" means any special event organized and conducted by a person or entity that qualifies as a tax-exempt nonprofit organization, or a special event whose principal purpose is expressive activity.

(8) "Rally" means a gathering whose principal purpose is expressive activity, especially one intended to inspire enthusiasm for a cause.

(9) "Sidewalk" means that portion of a right-of-way, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel.

(10) "Sign" means any sign, pennant, flag, banner, inflatable display, or other attention-seeking device.

(11) "Special event" means any fair, show, parade, run/walk, festival, or other publicly attended entertainment or celebration which is to be held in whole or in part upon publicly owned property or public rights-of-way, or if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public or public rights-of-way within the vicinity of such event.

(12) "Special event permit" means a permit issued under this chapter.

(13) "Special permit venue" means that area for which a special event permit has been issued.

(14) "Street" means any place that is publicly maintained and open to use of the public for purposes of vehicular traffic, including highways.

(15) "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special event permit.

(16) "Vendor" means any person who sells or offers to sell any goods, food, or beverages within a special event venue. (Ord. 2901 § 1, 2012).

5.46.020 Special event permit required.

Except as provided elsewhere in this chapter, any person or entity who conducts, promotes, or manages a special event shall first obtain a special event permit from the city of Marysville. (Ord. 2901 § 1, 2012).

5.46.025 Exceptions to special event permit requirement.

(1) Although not required to be issued a special event permit, an event organizer of an activity exempted from this chapter is required to comply with all local, state and federal laws and regulations governing public safety or health.

(2) The following activities are exempt from obtaining a special event permit:

- (a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Marysville. An internal review process will be conducted for these events;

- (b) Private events held entirely on private property that do not involve the use of or have an impact on public property or facilities and that do not require the provision of city public safety services;
- (c) Funeral and wedding processions on private properties;
- (d) Groups required by law to be so assembled;
- (e) Gatherings of 100 or fewer people in a city park, unless merchandise or services are offered for sale or trade to the public, in which case a special event permit is required;
- (f) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, anniversary sales, or single event (one day only) concession stands;
- (g) Garage sales, rummage sales, lemonade stands, and car washes;
- (h) Activities conducted by a governmental agency acting within the scope of its authority;
- (i) Lawful picketing on sidewalks;
- (j) Block parties located entirely on private property when not requesting a street closure, and not inviting others from outside the neighborhood;
- (k) Annual Strawberry Festival which is governed by Chapter 5.48 MMC; and
- (l) Other similar events and activities which do not directly affect or use city services or property. (Ord. 2901 § 1, 2012).

5.46.030 Permit application.

(1) An application for a special event permit can be obtained at the office of the community development director and will be completed and submitted to the community development director and/or designee no later than 60 days prior to the proposed event. A completed application does not constitute approval of the permit.

(2) A waiver of application deadline shall be granted upon a showing of good cause or at the discretion of the community development director and/or designee. The community development director and/or designee shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of expressive activity.

(3) The following information shall be provided on the special event permit application:

- (a) The name, address, fax, cell, day of event contact number, email address, and office telephone number of the applicant;
- (b) A certification that the applicant will be financially responsible for any city fees or costs that may be imposed for the special event;

- (c) The name, address, fax, cell, email address and telephone number of the event organizer, if any, and the chief officer of the event organizer, if any;
- (d) A list of emergency contacts that will be in effect during the event, and the event web address, if any; and
- (e) If the special event is designed to be held by, on behalf of, or for any organization other than the applicant, the applicant for special event permit shall file a signed, written communication from such organization:
 - (i) Authorizing the applicant to apply for the special event permit on its behalf;
 - (ii) Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event; and
 - (iii) Attached to which shall be a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;
- (f) All permit applications shall include:
 - (i) A statement of the purpose of the special event;
 - (ii) A statement of fees to be charged for the special event, including admissions tax documentation;
 - (iii) The proposed location of the special event;
 - (iv) Dates and times when the special event is to be conducted;
 - (v) The approximate times when assembly for, and disbanding of, the special event is to take place;
 - (vi) The proposed locations of the assembly or production area;
 - (vii) The specific proposed site or route, including a map and written narrative of the route;
 - (viii) The proposed site of any reviewing stands and/or vending areas;
 - (ix) The proposed site for any disbanding area;
 - (x) Proposed alternative routes, sites or times, where applicable;
 - (xi) The approximate number of persons, animals, and vehicles that will constitute the special event;
 - (xii) The kinds of animals anticipated to be part of the special event;
 - (xiii) A description of the types of vehicles to be used in the special event;
 - (xiv) The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise;

- (xv) The number and location of potable sanitation facilities;
- (xvi) Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety;
- (xvii) The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for special events using city streets, sidewalks, or facilities, including use of public or private law enforcement personnel;
- (xviii) Provisions for first aid or emergency medical services, or both, based on special event risk factors;
- (xix) Insurance and surety bond information;
- (xx) Any special or unusual requirements that may be imposed or created by virtue of the proposed special event activity;
- (xxi) The marketing plan with proposed timelines associated with marketing the activity to the general public;
- (xxii) Event timeline documenting activities from event set-up to event tear-down;
- (xxiii) Parking areas;
- (xxiv) Identify city assistance being requested; and
- (xxv) Any other information required by the city. (Ord. 2901 § 1, 2012).

5.46.040 Approval.

Based on the type of event and the event to which city services will be required, approval of special event permit applications will be made by the following authorities:

- (1) Approval by City Staff. Administrative approval for one-day events contained on a single site that could involve special parking arrangements and hiring of police officers for crowd control and traffic control. City staff shall include a representative from the police, planning, public works, parks and recreation, fire, streets, sanitation, and community development director departments.
- (2) Approval by City Council. Multiple-day events (four days maximum) or any event involving street closures or impacts to services city-wide. Events lasting more than four days shall be subject to submittal of additional information as required by city staff.
- (3) The city council will be notified of all special event approvals made by the city staff.
- (4) If permits and/or coordination is required from other agencies, i.e., Community Transit, Department of Transportation, Snohomish Health District, etc., these must be submitted prior to the issuance of the permit. (Ord. 2901 § 1, 2012).

5.46.050 Fees.

There will be a \$100.00 nonrefundable application fee for a special event permit. (Ord. 2901 § 1, 2012).

5.46.060 Departmental analysis.

(1) The community development director or designee will send copies of special event permit applications to all pertinent city departments and/or outside agencies when deemed necessary for review and determination of services required.

(2) The applicant is required to contract with the Marysville police department and public works department to employ police officers for security and traffic control as determined by the departmental analysis.

(3) Cost of city services, i.e., police, public works employees, etc., for special events will be estimated prior to the event. Additional costs incurred will be evaluated following the completion of the event. The city may in its discretion require a cash deposit for such costs. (Ord. 2901 § 1, 2012).

5.46.070 Insurance required.

Except as otherwise provided in this chapter, the applicant is required to obtain and present evidence of comprehensive liability insurance naming the city of Marysville, its officials, officers, employees and agents as additional insured for use of streets, public rights-of-way and publicly owned property such as parks. The insurance policy shall be written on an occurrence basis and shall provide a minimum coverage of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from permits issued pursuant to this chapter. The insurance policy period shall be for a period not less than 24 hours prior to the event and extending for a period of not less than 24 hours following completion of the event. In circumstances presenting a significantly high risk of liability the city may, in its discretion, increase the minimum insurance requirements, and in circumstances presenting a significantly low risk of liability, the city may in its discretion reduce the minimum insurance requirements. (Ord. 2901 § 1, 2012).

5.46.080 Denial of permit.

Reasons for denial of a special event permit include, but are not limited to:

- (1) The event will disrupt traffic within the city of Marysville beyond practical solution;
- (2) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;
- (3) The event will interfere with access to emergency services;
- (4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;
- (5) The event will require the diversion of so many city employees that it would unreasonably affect other city services;
- (6) The application contains incomplete or false information;

- (7) The applicant fails to provide proof of insurance;
- (8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee and/or the applicant has failed to pay all fees due from previous special events;
- (9) The applicant failed to provide proof of sufficient monitors for crowd control and safety at least one week prior to the event;
- (10) The applicant has failed to provide proof of sufficient on- or off-site parking or shuttle services, or both, when required, to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the special event;
- (11) The applicant has failed to conduct a previously authorized or exempted special event in accordance with law and/or the terms of a permit;
- (12) The special event application conflicts with permits issued on same date and location creating hardship or financial burden to already permitted events;
- (13) The applicant does not meet current zoning requirements;
- (14) The applicant fails to obtain local, county, state and federal permits as required;
- (15) The city reasonably determines that the proposed special event conflicts with an already approved special event scheduled for same date(s). (Ord. 2901 § 1, 2012).

5.46.090 Appeal.

The applicant has the right to appeal any denial or revocation of a special events permit to the city council. An appeal shall be made in writing, shall specify the grounds of the appeal, shall have supporting documentation attached, and it shall be filed with the community development director within seven calendar days of the date of the written denial or revocation. (Ord. 2901 § 1, 2012).

5.46.100 Sanitation.

(1) A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant. The permittee is required to clean all permitted public and private properties and the right-of-way of rubbish and debris, returning it to its pre-event condition. If the permittee fails to clean up such refuse, the cleanup will be arranged by the city and the costs charged to the permittee.

(2) A special event permit may be issued only after adequate restroom and washroom facilities have been identified and arranged for or obtained by the applicant subject to the Snohomish Health District's review and certification process. (Ord. 2901 § 1, 2012).

5.46.110 Revocation of special event permit.

(1) Any special event permit issued pursuant to this chapter is subject to revocation, pursuant to this section.

(2) A special event permit may be revoked if the city determines:

- (a) That the special event cannot be conducted without violating the provisions of this chapter and/or conditions for the special event permit issuance;
- (b) The special event is being conducted in violation of the provisions of this chapter and/or any condition of the special event permit;
- (c) The special event poses a threat to health or safety;
- (d) The event organizer or any person associated with the special event has failed to obtain any other permit required pursuant to the provisions of this chapter;
- (e) The special event permit was issued in error or contrary to law;
- (f) The applicant has not paid all fees when due; or
- (g) The applicant has failed to provide confirmation or proof that it has obtained the minimum number of required volunteers to perform safety functions.

(3) Except as provided in this section, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.

(4) If there is an emergency requiring immediate revocation of a special event permit, the city may notify the permit holder verbally of the revocation. (Ord. 2901 § 1, 2012).

5.46.120 Cost recovery for unlawful special event.

Whenever a special event is conducted without a special event permit when one is required or is conducted in violation of the terms of an issued special event permit, the event organizer shall be responsible for, and the city shall charge the event organizer for, all costs incurred as a result of the adverse impacts of the special event or the violation of the special event permit. (Ord. 2901 § 1, 2012).

5.46.130 Expressive activity special event.

When a special event permit is sought for an expressive activity such as a demonstration, rally, or march as defined in this chapter, the following exceptions shall apply:

(1) Where the special event will not require temporary street closures, cost recovery pursuant to MMC 5.46.050 shall be limited solely to a fee based on the cost of processing the permit application.

(2) The insurance requirement of MMC 5.46.070 shall be waived; provided, that the event organizer has filed with the application a verified statement that he or she intends the special event purpose to be First Amendment expression and the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression. The verified statement shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.

(3) Where the special event will require temporary street closures and any one or more of the conditions of subsection (4) of this section are present requiring the city to provide services in the interest of public health, safety, and welfare, the special event coordinator may condition the issuance

of the special event permit upon payment of actual, direct costs incurred by the city to a maximum of \$500.00. Any fee schedule adopted by the city shall contain a provision for waiver of, or a sliding scale for payment of, fees for city services, including police costs, on the basis of ability to pay.

(4) The city may deny a special event permit for a demonstration, rally or march if:

- (a) The special event will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route;
- (b) The special event will cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility;
- (c) The special event will block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the city's public works department.
- (d) The special event will require the diversion of police employees from their normal duties;
- (e) The concentration of persons, animals, or vehicles will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets;
- (f) The special event will substantially interfere with another special event for which a permit has already been granted or with the provision of city services in support of other scheduled special events; or
- (g) The special event will have significant adverse impact upon residential or business access and traffic circulation in the same general venue.

(5) With regard to the permitting of expressive activity special events where the provisions of this section conflict with the provisions in any other section of this chapter, the provisions of this section shall prevail. (Ord. 2901 § 1, 2012).

5.46.140 Penalties for violation.

- (1) Violations of, or failure to comply with, any provision of this chapter shall constitute a civil infraction and any person found to have violated any provision of this chapter is punishable by a monetary penalty of not more than \$250.00 for each such violation. Each day that a violation continues shall constitute a new and separate infraction.
- (2) The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinances of the city or any other ordinances or laws applicable to the violation.
- (3) Any permit fee or penalty which is delinquent or unpaid shall constitute a debt to the city and may be collected by a court proceeding in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. (Ord. 2901 § 1, 2012).

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7/14/2014

AGENDA ITEM: Approval of Special Event Permit Application; Quilceda Carvers	
PREPARED BY: Carol Mulligan DEPARTMENT: Community Development	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Copy of Special Event Permit Application 2. Copy of proposed floor plan. 3. MMC 5.46.	
BUDGET CODE:	AMOUNT:

SUMMARY:

The Quilceda Carvers have submitted an application to obtain a special event permit to hold a "Spit & Whittle" event, consisting of carving classes, at 1410 Grove Street (previously Dunn Lumber) on Friday, July 25, 2014 through Sunday, July 27, 2014. The event will be open to the public for those that may wish to watch or participate in the demonstrations. The applicant is not requesting any city assistance and has submitted a floor plan of the proposed event layout for Building and Fire Departments approval prior to permit issuance. Applicant will contact City two days prior to the event for a final inspection.

The Community Development Staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

<p>RECOMMENDED ACTION: The Community Development Staff recommends City Council approve the application for the Quilceda Carvers to conduct a special event as described above from July 25 - 27, 2014.</p>

81
Received

MAY 23 2014



SPECIAL EVENT PERMIT APPLICATION

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

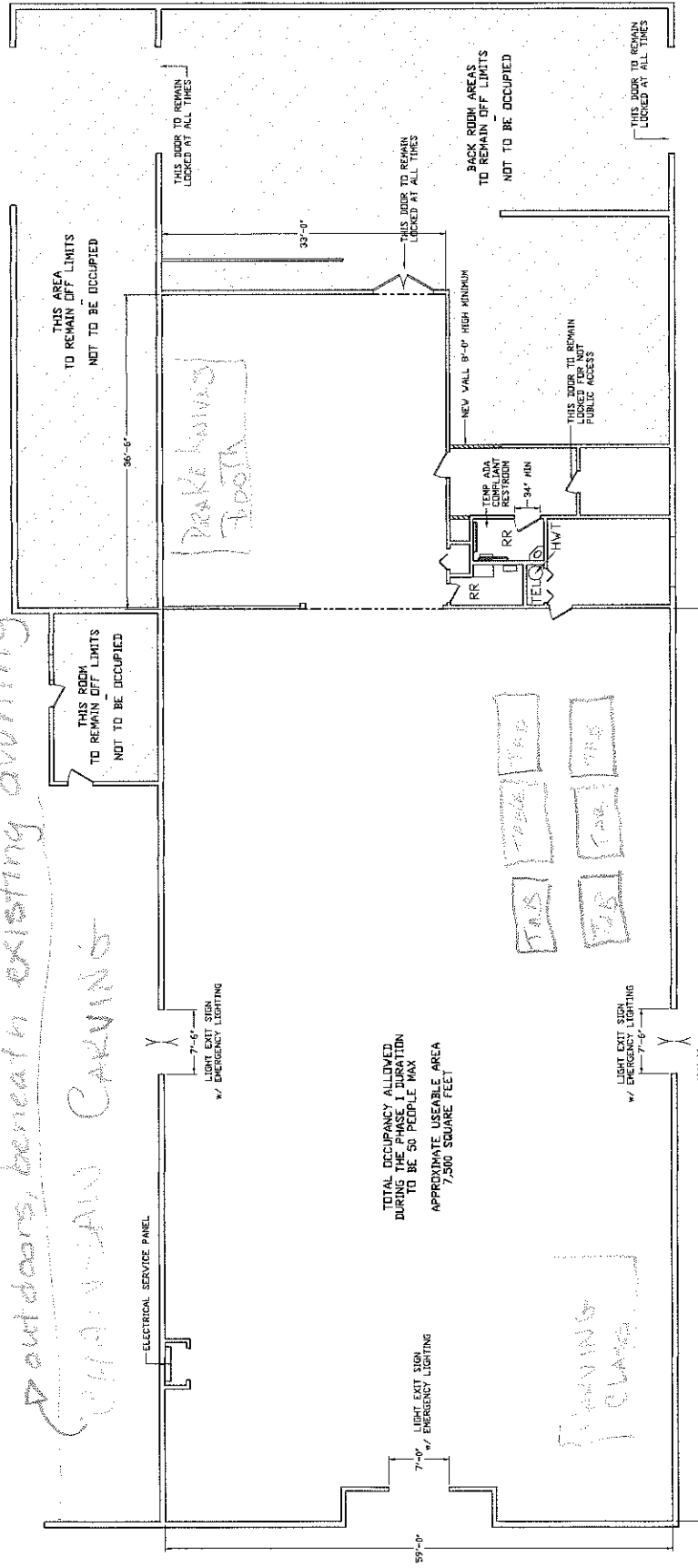
City of Marysville
 Community Development

FOR AGENCY USE		Date:	File:	Fee: \$100.00	
NAME OF EVENT			PROPOSED DATES		
SPIT & WHITTLE			7/25/7/26/7/27, 2014		
APPLICANT		SPONSORING NON-PROFIT		EVENT ORGANIZER	
Name		SAME		CARL KNUST	
Mailing Address					
8325 48 TH DR. NE.					
City, State, ZIP					
MARYSVILLE, WA 98270					
Phone (home/office)					
360-657-4611					
Phone (cell)					
E-mail					
C-knust@YAHOO.COM					
SITE INFORMATION					
Set-up date/time	July 24 TH 10:00 AM	Dismantling Date/time	July 27 TH	Hours of operation	9:00 AM - 4:30 PM
Estimated number of participants	45	Will admission fee be charged? (please note amount)		NO	
Will alcohol be served at event? (if yes please explain)	NO				
Type of activity planned (Describe event) and Proposed Activities	CARVING CLASSES				
Location to be used (Describe area to be used, attach map/route plan)	DUNN LUMBER BLDG. 1410 GROVE ST.				
List any City Assistance that May be Required.	NONE				
Does event involve political or religious activity intended primarily for the communication or expression of ideas?	NO				

SHED'S
FOR
CARVING
CLASSES
(EXISTING)

ENTRANCE

outdoors, beneath existing awning
CHINA-TOWN CARVING



Sheds
Shed

Room For RV's

Peekings

FLOOR PLAN VIEW
Scale 3/16" = 1'-0"

NORTH



Chapter 5.46 SPECIAL EVENTS

Sections:

- 5.46.010 Definitions.
- 5.46.020 Special event permit required.
- 5.46.025 Exceptions to special event permit requirement.
- 5.46.030 Permit application.
- 5.46.040 Approval.
- 5.46.050 Fees.
- 5.46.060 Departmental analysis.
- 5.46.070 Insurance required.
- 5.46.080 Denial of permit.
- 5.46.090 Appeal.
- 5.46.100 Sanitation.
- 5.46.110 Revocation of special event permit.
- 5.46.120 Cost recovery for unlawful special event.
- 5.46.130 Expressive activity special event.
- 5.46.140 Penalties for violation.

5.46.010 Definitions.

Terms used in this chapter shall have the following meanings:

- (1) "Demonstration" means a public display of group opinion as by a rally or march, the principal purpose of which is expressive activity.
- (2) "Event organizer" means any person who conducts, manages, promotes, organizes, aids, or solicits attendance at a special event.
- (3) "Event management company" means an entity with expertise in managing special events.
- (4) "Expressive activity" includes conduct for which the sole or principal object is expression, dissemination, or communication by verbal, visual, literary, or auditory means of political or religious opinion, views, or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sports events, including marathons, fundraising events, or events the principal purpose of which is entertainment.
- (5) "Gross revenues" means the sum of all revenues received by an event organizer for a special event including, but not limited to, cash receipts, licensing, sponsorships, television, advertising and similar revenues, and concessions.
- (6) "March" means an organized walk or event whose principal purpose is expressive activity in service of a public cause.

(7) "Noncommercial special event" means any special event organized and conducted by a person or entity that qualifies as a tax-exempt nonprofit organization, or a special event whose principal purpose is expressive activity.

(8) "Rally" means a gathering whose principal purpose is expressive activity, especially one intended to inspire enthusiasm for a cause.

(9) "Sidewalk" means that portion of a right-of-way, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel.

(10) "Sign" means any sign, pennant, flag, banner, inflatable display, or other attention-seeking device.

(11) "Special event" means any fair, show, parade, run/walk, festival, or other publicly attended entertainment or celebration which is to be held in whole or in part upon publicly owned property or public rights-of-way, or if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public or public rights-of-way within the vicinity of such event.

(12) "Special event permit" means a permit issued under this chapter.

(13) "Special permit venue" means that area for which a special event permit has been issued.

(14) "Street" means any place that is publicly maintained and open to use of the public for purposes of vehicular traffic, including highways.

(15) "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special event permit.

(16) "Vendor" means any person who sells or offers to sell any goods, food, or beverages within a special event venue. (Ord. 2901 § 1, 2012).

5.46.020 Special event permit required.

Except as provided elsewhere in this chapter, any person or entity who conducts, promotes, or manages a special event shall first obtain a special event permit from the city of Marysville. (Ord. 2901 § 1, 2012).

5.46.025 Exceptions to special event permit requirement.

(1) Although not required to be issued a special event permit, an event organizer of an activity exempted from this chapter is required to comply with all local, state and federal laws and regulations governing public safety or health.

(2) The following activities are exempt from obtaining a special event permit:

- (a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Marysville. An internal review process will be conducted for these events;

- (b) Private events held entirely on private property that do not involve the use of or have an impact on public property or facilities and that do not require the provision of city public safety services;
- (c) Funeral and wedding processions on private properties;
- (d) Groups required by law to be so assembled;
- (e) Gatherings of 100 or fewer people in a city park, unless merchandise or services are offered for sale or trade to the public, in which case a special event permit is required;
- (f) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, anniversary sales, or single event (one day only) concession stands;
- (g) Garage sales, rummage sales, lemonade stands, and car washes;
- (h) Activities conducted by a governmental agency acting within the scope of its authority;
- (i) Lawful picketing on sidewalks;
- (j) Block parties located entirely on private property when not requesting a street closure, and not inviting others from outside the neighborhood;
- (k) Annual Strawberry Festival which is governed by Chapter 5.48 MMC; and
- (l) Other similar events and activities which do not directly affect or use city services or property. (Ord. 2901 § 1, 2012).

5.46.030 Permit application.

(1) An application for a special event permit can be obtained at the office of the community development director and will be completed and submitted to the community development director and/or designee no later than 60 days prior to the proposed event. A completed application does not constitute approval of the permit.

(2) A waiver of application deadline shall be granted upon a showing of good cause or at the discretion of the community development director and/or designee. The community development director and/or designee shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of expressive activity.

(3) The following information shall be provided on the special event permit application:

- (a) The name, address, fax, cell, day of event contact number, email address, and office telephone number of the applicant;
- (b) A certification that the applicant will be financially responsible for any city fees or costs that may be imposed for the special event;

- (c) The name, address, fax, cell, email address and telephone number of the event organizer, if any, and the chief officer of the event organizer, if any;
- (d) A list of emergency contacts that will be in effect during the event, and the event web address, if any; and
- (e) If the special event is designed to be held by, on behalf of, or for any organization other than the applicant, the applicant for special event permit shall file a signed, written communication from such organization:
 - (i) Authorizing the applicant to apply for the special event permit on its behalf;
 - (ii) Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event; and
 - (iii) Attached to which shall be a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;
- (f) All permit applications shall include:
 - (i) A statement of the purpose of the special event;
 - (ii) A statement of fees to be charged for the special event, including admissions tax documentation;
 - (iii) The proposed location of the special event;
 - (iv) Dates and times when the special event is to be conducted;
 - (v) The approximate times when assembly for, and disbanding of, the special event is to take place;
 - (vi) The proposed locations of the assembly or production area;
 - (vii) The specific proposed site or route, including a map and written narrative of the route;
 - (viii) The proposed site of any reviewing stands and/or vending areas;
 - (ix) The proposed site for any disbanding area;
 - (x) Proposed alternative routes, sites or times, where applicable;
 - (xi) The approximate number of persons, animals, and vehicles that will constitute the special event;
 - (xii) The kinds of animals anticipated to be part of the special event;
 - (xiii) A description of the types of vehicles to be used in the special event;
 - (xiv) The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise;

- (xv) The number and location of potable sanitation facilities;
- (xvi) Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety;
- (xvii) The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for special events using city streets, sidewalks, or facilities, including use of public or private law enforcement personnel;
- (xviii) Provisions for first aid or emergency medical services, or both, based on special event risk factors;
- (xix) Insurance and surety bond information;
- (xx) Any special or unusual requirements that may be imposed or created by virtue of the proposed special event activity;
- (xxi) The marketing plan with proposed timelines associated with marketing the activity to the general public;
- (xxii) Event timeline documenting activities from event set-up to event tear-down;
- (xxiii) Parking areas;
- (xxiv) Identify city assistance being requested; and
- (xxv) Any other information required by the city. (Ord. 2901 § 1, 2012).

5.46.040 Approval.

Based on the type of event and the event to which city services will be required, approval of special event permit applications will be made by the following authorities:

- (1) Approval by City Staff. Administrative approval for one-day events contained on a single site that could involve special parking arrangements and hiring of police officers for crowd control and traffic control. City staff shall include a representative from the police, planning, public works, parks and recreation, fire, streets, sanitation, and community development director departments.
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- (8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee and/or the applicant has failed to pay all fees due from previous special events;
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- (c) The special event poses a threat to health or safety;
- (d) The event organizer or any person associated with the special event has failed to obtain any other permit required pursuant to the provisions of this chapter;
- (e) The special event permit was issued in error or contrary to law;
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(2) The insurance requirement of MMC 5.46.070 shall be waived; provided, that the event organizer has filed with the application a verified statement that he or she intends the special event purpose to be First Amendment expression and the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression. The verified statement shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.

(3) Where the special event will require temporary street closures and any one or more of the conditions of subsection (4) of this section are present requiring the city to provide services in the interest of public health, safety, and welfare, the special event coordinator may condition the issuance

of the special event permit upon payment of actual, direct costs incurred by the city to a maximum of \$500.00. Any fee schedule adopted by the city shall contain a provision for waiver of, or a sliding scale for payment of, fees for city services, including police costs, on the basis of ability to pay.

(4) The city may deny a special event permit for a demonstration, rally or march if:

(a) The special event will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route;

(b) The special event will cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility;

(c) The special event will block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the city's public works department.

(d) The special event will require the diversion of police employees from their normal duties;

(e) The concentration of persons, animals, or vehicles will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets;

(f) The special event will substantially interfere with another special event for which a permit has already been granted or with the provision of city services in support of other scheduled special events; or

(g) The special event will have significant adverse impact upon residential or business access and traffic circulation in the same general venue.

(5) With regard to the permitting of expressive activity special events where the provisions of this section conflict with the provisions in any other section of this chapter, the provisions of this section shall prevail. (Ord. 2901 § 1, 2012).

5.46.140 Penalties for violation.

(1) Violations of, or failure to comply with, any provision of this chapter shall constitute a civil infraction and any person found to have violated any provision of this chapter is punishable by a monetary penalty of not more than \$250.00 for each such violation. Each day that a violation continues shall constitute a new and separate infraction.

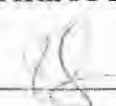
(2) The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinances of the city or any other ordinances or laws applicable to the violation.

(3) Any permit fee or penalty which is delinquent or unpaid shall constitute a debt to the city and may be collected by a court proceeding in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. (Ord. 2901 § 1, 2012).

Index #12

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 14, 2014

AGENDA ITEM: Interlocal Agreement with Snohomish Regional Drug & Gang Task Force	
PREPARED BY: Chief Richard Smith	DIRECTOR APPROVAL: 
DEPARTMENT: Police	
ATTACHMENTS: Interlocal Agreement	
BUDGET CODE: 00103 426.551000	AMOUNT: \$16,070.00
SUMMARY:	

Marysville Police Department request council approval of the Interlocal Agreement with the Snohomish Regional Drug & Gang Task Force and authorize the Mayor to sign the agreement. The cost of the agreement is based on the city of Marysville population. The cost this year is \$16,070. The cost for this last year was \$15,602. This is a \$468 increase.

RECOMMENDED ACTION: Staff recommends that Marysville City Council authorize the Mayor to sign the Interlocal Agreement with the Snohomish Regional Drug & Gang Task Force.
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**INTERLOCAL AGREEMENT ESTABLISHING
SNOHOMISH REGIONAL DRUG & GANG TASK FORCE**

This Interlocal Agreement Establishing the Snohomish Regional Drug & Gang Task Force, is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the "Participating Jurisdictions"):

City of Arlington	City of Monroe
City of Bothell	City of Mountlake Terrace
City of Brier	City of Mukilteo
City of Darrington	City of Snohomish
City of Edmonds	City of Stanwood
City of Everett	City of Sultan
City of Gold Bar	DSHS, Child Protective Services
City of Granite Falls	Washington State Patrol
City of Index	Snohomish Health District
City of Lake Stevens	City of Mill Creek
City of Lake Forest Park	
City of Lynnwood	
City of Marysville	

WITNESSES THAT:

WHEREAS, the State of Washington Department of Commerce (hereinafter "Commerce"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

WHEREAS, eligible applicants include cities, counties and Indian tribes; and

WHEREAS, chapter 39.34 RCW permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

WHEREAS, Snohomish County and Commerce have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County will use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to Commerce on or before July 1, 2013, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

WHEREAS, the Participating Jurisdictions recognize the above-mentioned Grant Contract between Commerce and Snohomish County; and

WHEREAS, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

WHEREAS, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

WHEREAS, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

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

1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE

- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug & Gang Task Force (hereinafter "Task Force"), was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2013, through June 30, 2014. This agreement shall serve to continue the operation of the Task Force.
- 1.2 The term of this agreement shall be from July 1, 2014, through June 30, 2015, unless earlier terminated or modified as provided in this agreement.
- 1.3 The purpose of the Task Force shall be to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend that this agreement create a separate legal entity subject to suit.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between Commerce and Snohomish County. Therefore each participating jurisdiction adopts the following Task Force goals:
 - Reduce the number of drug traffickers and gang members in the communities of Snohomish County through the professional investigation, apprehension and conviction.
 - Efficiently attack, disrupt and prosecute individual and organized mid to upper level drug traffickers and street gang members who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable.

- Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information.
 - To address these issues with the foremost consideration of safety for both law enforcement and the community.
- 1.5 The Task Force shall continue to follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this agreement.
- 1.6 The Task Force shall continue to implement operations, including:
- a. Development of intelligence
 - b. Target identification
 - c. Investigation
 - d. Arrest of Suspects
 - e. Successful prosecution of offenders, and
 - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to Commerce as required in the Grant Contract.

2.0 ORGANIZATION

- 2.1 Exhibit "D", incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Attorney, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same

rights as the appointing member. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.

- 2.3 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.
- 2.5 Participating Jurisdiction Employees: Personnel assigned to the Task Force by Participating Jurisdiction shall be considered employees of that Participating Jurisdiction. All rights, duties, and obligations of the employer and the employee shall remain with that individual jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

3.0 FINANCING

- 3.1 Exhibit "B" sets forth the estimated Task Force Grant Contract budget and is incorporated herein by reference. Participating Jurisdictions agree to provide funds that in the aggregate will allow for at least a one-third match of the funds awarded under the Grant Contract ("Local Match").
- 3.2 Exhibit "C" sets forth the Local Match breakdown for the period from July 1, 2014, to June 30, 2015, and is incorporated herein by reference. Although State and/or Federal Grant funds may vary from the amount initially requested,

each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit "C", and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.

- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.
- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent contribution to the Local Match indicated in Exhibit "C".

4.0 GENERAL ADMINISTRATION

- 4.1 Snohomish County agrees to provide Commerce with the necessary documentation to receive grant funds.
- 4.2 By executing this agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and

resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this agreement.

- 4.4 Any dispute arising under this agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this agreement.

5.0 ASSET FORFEITURE

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this agreement in compliance with law and Task Force procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies

commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel assignments stated in Exhibit "A" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit "A", the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term "net monetary proceeds" means cash proceeds realized from property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord's claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 The Task Force may retain funds in an amount up to \$250,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- 5.5 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.

- 5.6 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force's interest in assets seized or forfeited as a result of this agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

6.0 ACQUISITION AND USE OF EQUIPMENT

- 6.1 For purposes of this agreement, the term "Equipment" shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to: materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 6.2 In the event that any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 6.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes as directed by the Task Force Commander.
- 6.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 6.5 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

7.0 MODIFICATION

Participating Jurisdictions hereto reserve the right to amend this agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this agreement.

8.0 NONDISCRIMINATION PROVISION

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

9.0 TERMINATION OF AGREEMENT

- 9.1 Notwithstanding any provisions of this agreement, any party may withdraw from the agreement as it pertains to it by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force, and shall be entitled to distributions under section 5.3 of this agreement with respect to asset forfeitures initiated before the effective date of withdrawal.
- 9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement, or may reduce its scope of work and budget.

10.0 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend

any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

11.0 GOVERNING LAW AND VENUE

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this agreement shall be in the Superior Court of Snohomish County, Washington.

12.0 INTEGRATION

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the agreement, once filed as specified in section 15.0, shall be effective as between the parties that have executed the agreement to the same extent as if no other parties had been named.

14.0 SEVERABILITY

If any part of this agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

15.0 RECORDING

This interlocal agreement will be filed with the Snohomish County auditor in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this agreement.

THE COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

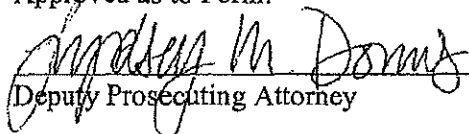
 6/11/14
Deputy Prosecuting Attorney

EXHIBIT A**Snohomish Regional Drug & Gang Task Force**

Personnel Assigned by Jurisdiction
July 1, 2014 through June 30, 2015

EVERETT POLICE DEPARTMENT

1 Lieutenant
1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Support Personnel

FUNDING

Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD

*VACANT***ARLINGTON POLICE DEPARTMENT**

1 Detective

FUNDING

Arlington PD

*VACANT***MARYSVILLE POLICE DEPARTMENT**

1 Detective

FUNDING

Marysville PD

*VACANT***BOTHELL POLICE DEPARTMENT**

1 Detective

FUNDING

Bothell PD

*VACANT***SNOHOMISH COUNTY SHERIFF'S OFFICE**

1 Task Force Commander
1 Lieutenant
1 Sergeant
1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 K9 Detective
1 Reserve Deputy
1 Support Staff

FUNDING

Justice Assistance Grant
Snohomish County Sheriff
Justice Assistance Grant
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff

*VACANT***SNOHOMISH HEALTH DISTRICT**

1 Local Health Officer

FUNDING

Snohomish Health District

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

1 Deputy Prosecutor
 1 Deputy Prosecutor
 1 Support Staff
 1 Deputy Prosecutor

FUNDING

Justice Assistance Grant
 Snohomish County Prosecutor / Federal
 Snohomish County Prosecutor / Federal
 Snohomish County Prosecutor *VACANT*

STATE OF WASHINGTON

1 Detective
 1 Case Worker

FUNDING

Washington State Patrol
 DSHS, Child Protective Services

WA STATE GAMBLING COMMISSION

1 Agent

FUNDING

Washington State

WASHINGTON NATIONAL GUARD

1 Intelligence Analyst

FUNDING

Washington National Guard

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

1 Agent

FUNDING

ATF *VACANT*

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

Drug Enforcement Agency *VACANT*

INTERNAL REVENUE SERVICE

1 Agent

FUNDING

Internal Revenue Service *VACANT*

IMMIGRATION AND CUSTOMS ENFORCEMENT

1 Agent

FUNDING

Immigration And Customs Enforcement *VACANT*

NAVAL CRIMINAL INTELLIGENCE SERVICE

1 Agent

FUNDING

NCIS *VACANT*

EXHIBIT B**Snohomish Regional Drug & Gang Task Force**

Byrne/JAG Grant Estimated Operating Budget for July 1, 2014 through June 30, 2015

	<u>FEDERAL FUNDS</u>	<u>LOCAL MATCH</u>	<u>TOTAL</u>
Salaries	122,000	141,651	263,561
Benefits	23,000	47,959	70,959
Contracted Services	0	0	0
Goods and Services	0	0	0
Travel	0	0	0
Training	0	0	0
Equipment	0	0	0
Confidential Funds	0	0	0
TOTALS	\$145,000	\$189,610	\$334,520

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force

EXHIBIT C

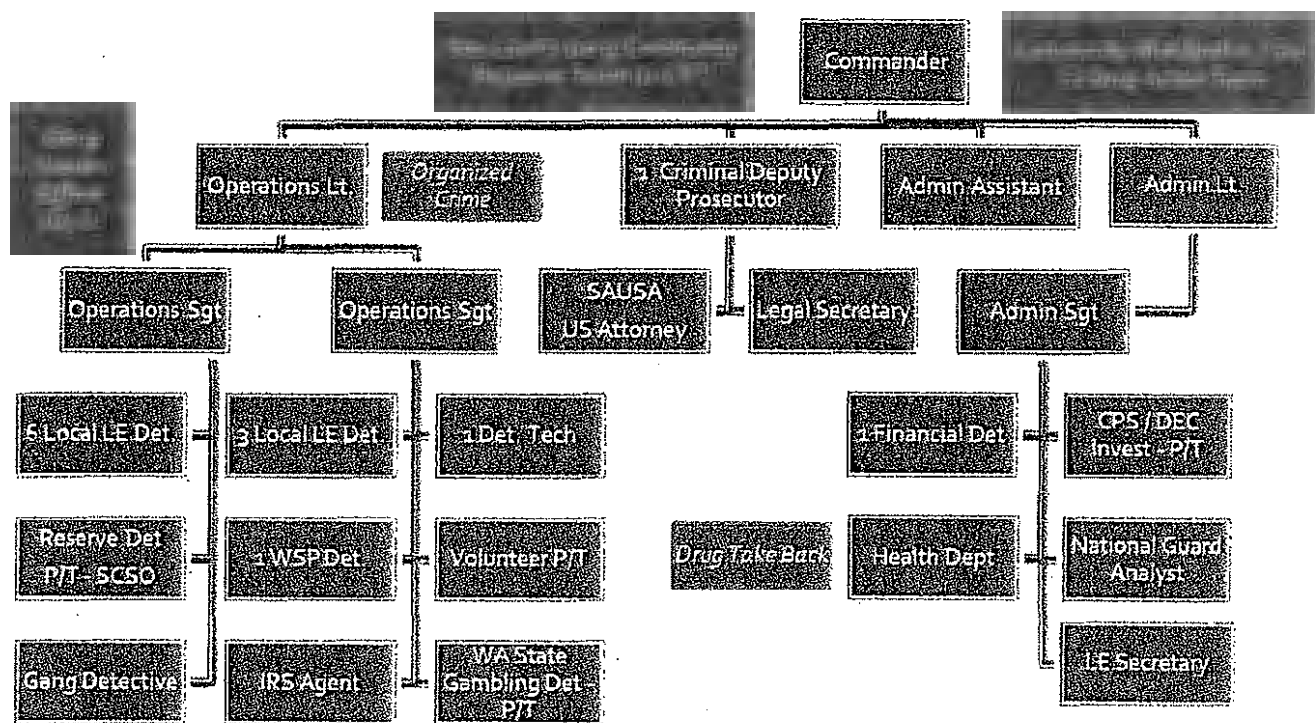
Snohomish Regional Drug & Gang Task Force

Local Match Breakdowns for July 1, 2014 through June 30, 2015

JURISDICTION	POPULATION	PERCENTAGE	AMOUNT
Arlington	18,270	2.53%	\$ 4,750.00
Bothell	17,020	2.34%	\$ 4,390.00
Brier	6,315	0.86%	\$ 1,616.00
Darrington	1,350	0.19%	\$ 356.00
Edmonds	39,950	5.49%	\$ 10,544.00
Everett	104,200	14.29%	\$ 27,314.00
Gold Bar	2,080	0.29%	\$ 546.00
Granite Falls	3,385	0.46%	\$ 893.00
Index	180	0.02%	\$ 47.00
Lake Stevens	28,960	3.97%	\$ 7,474.00
Lake Forest Park	-	-	-
Lynnwood	35,960	5.03%	\$ 9,500.00
Marysville	62,100	8.52%	\$ 16,070.00
Mill Creek	18,600	2.55%	\$ 4,867.00
Monroe	17,510	2.40%	\$ 4,591.00
Mountlake Terrace	20,160	2.76%	\$ 5,296.00
Mukilteo	20,440	2.80%	\$ 5,381.00
Snohomish	9,220	1.26%	\$ 2,437.00
Snohomish County	312,500	42.29%	\$ 80,651.00
Stanwood	6,340	0.87%	\$ 1,648.00
Sultan	4,660	0.63%	\$ 1,233.00
DSHS, CPS	-	-	\$ -
Snohomish Health District	-	-	\$ -
Washington State Patrol	-	-	\$ -
PARTICIPATING JURISDICTIONS' TOTALS:			\$ 189,610

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force

EXHIBIT D



ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title _____

Dated _____
Jurisdiction of _____

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:

Jurisdiction Attorney

Dated _____

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7/14/14

AGENDA ITEM: AN ORDINANCE OF THE CITY OF MARYSVILLE RELATING TO PUBLIC RECORDS; ADOPTING PUBLIC RECORDS ACT RULES, ISSUING A FORMAL ORDER THAT MAINTAINING AN INDEX WOULD BE UNDULY BURDENSOME AND REENACTING CHAPTER 1.16 OF THE MARYSVILLE MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.	
PREPARED BY: Sandy Langdon, Finance Director/City Clerk	DIRECTOR APPROVAL:
DEPARTMENT: Finance	
ATTACHMENTS: Draft Ordinance Draft Rules	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City Clerk’s office is requesting the Council to consider the attached ordinance to provide for the adoption of the Public Records Act Rules under the Model Rules developed by the Attorney General’s Office. This ordinance will also acknowledge that maintaining an index of records of the city would be unduly burdensome to the City given the extent, location, and limited staffing available.

RECOMMENDED ACTION: Staff recommends that the Council approve the adoption of an ordinance relating to public records adopting public records act rules, issuing a formal order that maintaining an index would be unduly burdensome and reenacting chapter 1.16 of the code and providing for severability and establishing an effective date.

DRAFT - CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE RELATING TO PUBLIC RECORDS; ADOPTING PUBLIC RECORDS ACT RULES, ISSUING A FORMAL ORDER THAT MAINTAINING AN INDEX WOULD BE UNDULY BURDENSOME, AND REENACTING CHAPTER 1.16 OF THE MARYSVILLE MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW Sections 42.56.040, 42.56.070 and 42.56.100 of the Public Records Act (“the Act”), requires state and local agencies provide, publish and prominently display certain information, exemptions and rules governing disclosure of public records; and

WHEREAS, the City of Marysville is a local agency as defined in the Act and must therefore comply with its provisions; and

WHEREAS, the attached Public Records Act Rules (“the Rules”) fulfill one of these requirements and were developed using the Attorney General’s Office advisory Model Rules for disclosure of public records; and

WHEREAS, RCW 42.56.070(3) provides that if maintaining such an index would be unduly burdensome or interfere with agency operation, a city must issue and publish a formal order specifying the reasons why and the extent to which compliance would be unduly burdensome; and

WHEREAS, RCW 42.56.580 requires that each agency appoint and publicly identify a Public Records Officer and a provide contact information for that Officer; and

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

Section 1. The attached Rules are adopted as the rules the City will follow in handling public records requests.

Section 2. The City is comprised of eight departments, with several divisions and subdivisions serving over 60,000 citizens. Given the wide range of City activities, the limited staffing levels maintained in each City department the maintenance of a central index of records would be unduly burdensome. Therefore, the Council finds that maintaining the index required by RCW 42.56.070(3) would be unduly burdensome and formally orders that such an index does not have to be maintained as allowed under RCW 42.56.070(4) so long as all other City indexes are available for public inspection and copying in conformity with applicable law.

Section 3. The City Clerk is appointed as the City’s Public Records Officer and City Clerk’s contact information is provided in the attached Rules.

Section 4. The Clerk is directed to publish this Ordinance and the availability of the Rules, post and maintain the Rules on the City’s website and make the Rules available for inspection and copying at City Hall.

Section 5. If any section, subsection, sentence, clause phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or work of this ordinance.

Section 6. This ordinance shall take effect five (5) days after publication of a summary consisting of the title.

PASSED by the City Council and APPROVED by the Mayor this _____ day of July, 2014.

CITY OF MARYSVILLE

By _____

MAYOR

ATTEST:

By _____

DEPUTY CITY CLERK

Approved as to form:

By _____

CITY ATTORNEY

Date of Publication: _____

DRAFT July 1, 2014

City of Marysville Records and Information Management Program

The following records and information management program applies to records activity in the City of Marysville with the exception of municipal court activity. Court records are governed under Washington State Court General Rules as identified in Section 11.

PUBLIC RECORDS ACT RULES

The Public Records Act (Act), RCW 42.56, requires public agencies to make identifiable, non-exempt public records available for inspection and copying upon request and to publish rules of procedure to inform the public how access to public records will be accomplished. Pursuant to Ordinance No. 5746, adopted by the City Council on June 25, 2007, the following Rules for responding to public records/disclosure requests are established.

The purpose of these rules is to provide the public full and timely access to information concerning the conduct of government, mindful of individuals' privacy rights and the desirability of efficient administration of our City government. The Act and these rules will be interpreted in favor of disclosure. In carrying out its responsibilities under the Act, the City will be guided by the provisions of the Act describing its purposes and interpretation. Failure to comply with any provision of these rules shall not result in any liability imposed upon the City other than that required in the Act.

Section 1. Definitions/ Explanations

- a. **Public record.** A writing, regardless of physical form, containing information relating to the conduct of government or the performance of any governmental or proprietary function, prepared, owned, used or retained by the City.
- b. **Writing.** Broadly defined, a writing means handwriting, typewriting, printing, Photostatting, photographing, and any other means of recording any form of communication, including, but not limited to, letters, words, pictures, sounds or symbols or their combinations; papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including data compilations from which information may be obtained or translated. An email is a writing.
- c. **Identifiable record.** An identifiable record is one in existence at the time the records request is made and that City staff can reasonably locate.
- d. **Exempt record.** All agency records are available for review by the public unless they are specifically exempted or prohibited from disclosure by state law, either directly in RCW 42.56 or other statutes. The Municipal Research and Services Center maintains an up-to-date list of current exemptions and prohibitions on their website at www.mrsc.org search for publication titled "Public Records Act for Washington Cities, Counties and Special Purpose Districts" (scroll to Appendix C).

- e. **Counter document.** A frequently requested document retained in the Public Records Center or within departments that is known to be public information and may be released without need to file a written public disclosure request.
- f. **E-mail.** Electronic mail is an informational transfer system which uses computers for sending and receiving messages. It is comprised of individual units of information divided into an “envelope” and the message contents. The envelope, or message header, contains the mailing address, routing instructions, transmission and receipt information, and other information the system needs to deliver the mail item correctly. Classification of emails as public records is dependent on the content of the message. Email messages are public records when they are created or received in the transaction of public business and retained as evidence of official actions.

Section 2. Description of City Services and Central Office

The City of Marysville is a Washington municipal corporation that provides the full range of traditional municipal services through its various departments. These functions include but are not limited to maintaining public records. The Public Records Center shall maintain descriptions of the City’s organization (Appendix A) and the process through which the public may obtain information from the City.

The City of Marysville’s central office is located at Marysville City Hall, 1049 State Ave. Marysville, WA, 98270, and several field offices are located throughout the City.

Section 3. Public Records Officer

Any person wishing to request access to public records or seeking assistance in making a request should contact the City’s public records officer. The City Clerk has been designated by the City Council as the City’s public records officer.

The Public Records Officer will oversee compliance with the Public Records Act, but may designate other City staff members who may process requests for public records. For Police records, the Public Records Officer has designated the Program Specialist.

The Public Records Officer or his designees will provide the fullest assistance to requestors, ensure that public records are protected from damage or disorganization, and prevent fulfilling public records requests from causing excessive interference with the essential functions of the City.

When using these Rules, references to the Public Records Officer should be interpreted to also include his designees.

- a. **Requests for records other than Police records:** Requests to inspect or copy any records maintained by the City, other than Police records, should be made to the Public Records Officer at:

Office of City Clerk
 Marysville City Hall - Public Records Officer
 1049 State Ave.
 Marysville, WA 98270

Telephone: 360-363-8000
 FAX: 360-363-8042
 E-mail: cityclerk@Marysvillewa.gov

- b. **Requests for Police records:** Requests to inspect or copy records maintained by the City's Police Department should be made to the Police Program Specialist at:

Police Records
 Marysville Police Department
 1635 Grove St.
 Marysville, WA 98270

Telephone: 360-363-8300
 FAX: 360-659-7667
 Email: records@Marysvillewa.gov

- c. **Internet access to records.** Many records are also available on the City of Marysville web site at: www.marysvillewa.gov Requestors are encouraged to view the documents available on the website prior to submitting a public records request.

Section 4. Availability of public records

- a. **Hours for inspection.** Public records are available for inspection and copying during the City's normal business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. (hours may vary by department), excluding legal holidays. City staff and the requestor may make mutually agreeable arrangements for times of inspection and copying.
- b. **Place of inspection.** Records will be made available for inspection as determined by the Public Records Officer. City staff and the requestor may make mutually agreeable arrangements for inspection if the particular records being sought are maintained at field offices of the City.

A requestor shall not take City records from City offices without the permission of the Public Records Officer.

- c. **Electronic access to records.** A variety of records are available on the City's web site at: www.marysvillewa.gov

To the extent practical, the City will store, maintain, and make its records available electronically. For those seeking responsive records in electronic format, the City may provide access to public records by providing links to the web site containing an

electronic copy of the record, provide records on disk, or transmit the responsive record via e-mail. The City can arrange for a computer terminal for viewing records and information at City Hall or City field office for those without access to the internet. The Public Records Officer will work with the requestor to determine the most appropriate method for providing electronic copies of responsive records.

- d. **Records index.** Ordinance Nos. _____ and _____, adopted by Council on [DATE] and [DATE], respectively, determined that maintaining a central index of City records is unduly burdensome, costly, and would interfere with City operations due to the number and complexity of records generated as a result of the wide range of City activities.

The City Clerk will, however, index and maintain the general administrative records in the Marysville Information Retrieval System (MIRS) to make them available for public inspection and copying.

Other records that relate to the specific function or responsibility of a particular department shall be maintained in the offices of the particular department. The Public Records Officer will coordinate responses to public records requests with the departments, and responsive records shall be made available for public inspection and copying at the City Hall or City field offices in accordance with Chapter 42.56 RCW and MMC ~~XXXXX~~.

- e. **Organization of records.** City departments will maintain records in a reasonably organized manner and the City will take reasonable actions to protect records from damage and disorganization.
- f. **Retention of records.** The City will retain its records in accordance with retention schedules available at www.secstate.wa.gov. The State Attorney General's Local Records Committee approves a general retention schedule for local agency records (including cities) that is common to most agencies. Individual agencies may seek approval from the Local Records Committee for retention schedules specific to their agency or that, due to their particular business needs, must be kept longer than provided in the general schedule. Public records may not be destroyed per a retention schedule if a public records request or actual or anticipated litigation is pending.

Retention schedules vary based on the content of the record.

Section 5. Making a request for public records.

- a. **Reasonable notice that the request is for public records.** A requestor must provide the City with reasonable notice that the request being made is for public records. There is no required format for a valid public records request. If a request is contained in a larger document unrelated to a public records request, the requestor should point out the public records request by labeling the front page of the document as containing a public records request or otherwise calling the request to the attention of the Public Records Officer to facilitate timely response to the request.

- b. **Form.** Any person wishing to inspect or copy identifiable public records of the City should make the request in writing in one of the following ways:
- on the provided request form (available at the Public Records Center and online at www.Marysvillewa.gov),
 - by letter, fax, or e-mail addressed to the Public Records Officer, or
 - online at www.marysvillewa.gov

The following information should be included in the request:

- Name and address of requestor
 - Other contact information, including telephone number and email address;
 - Identification of the requested records adequate for the Public Records Officer to locate the records; and
 - The date and time of day of the request.
- c. **Prioritization of records.** The Public Records Officer may ask a requester to prioritize the records he or she is requesting so that the most important records may be provided first. A requestor need not prioritize a request.
- d. **Copies.** If the requestor wishes to have copies of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to make a deposit or pay for the copies, as further discussed in Section 9 below. Costs for copies are set out on the fee schedule published periodically by the City Clerk and made available at the Public Records Center and on the City's web site.
- e. **Oral Requests.** The Public Records Officer may accept requests for public records that contain the above information by telephone or in person. If an oral request is made, the Public Records Officer will confirm receipt of the information and the substance of the request in writing.
- f. **Requests made directly to City departments.** Requests for public records other than identified "counter documents" that are made directly to departments shall be delivered to the Public Records Officer immediately upon receipt for coordinated processing. When request is fulfilled by a City Department, the final disposition will be provided to the Public Records Officer, who will maintain an index of requests as set forth in the records retention schedule.
- g. **Purpose of request.** A requestor need not state the purpose of the request. However, in an effort to clarify or prioritize a request and provide responsive records, the Public Records Officer may inquire about the nature or scope of the request. If the request is for a list of individuals, the Public Records Officer may ask the requestor if her/she intends to use the records for a commercial purpose. The City is not authorized to provide lists of individuals for commercial purposes.

The Public Records Officer may also seek sufficient information to determine if another statute may prohibit disclosure.

- h. **Overbroad requests.** The City may not deny a request for identifiable public records solely because the request is overbroad. However, the City may seek clarification, ask the requestor to prioritize the request so that the most important records are provided first, and/or communicate with the requestor to limit the size and complexity of the request. The City may also provide the responsive records in installments over time.

When a request uses an inexact phrase such as “all records relating to”, the Public Records Officer may interpret the request to be for records which directly and fairly address the topic.

When the requestor has found the records he or she is seeking, the requestor should advise the Public Records Officer that the requested records have been provided and the remainder of the request may be cancelled.

- i. **Inquires.** The Act, RCW 42.56 requires Public Records Requests to be for existing, identifiable, public records. Requests asking for explanations or asking questions are not requests for existing, identifiable public records under the Act.

Section 6. Processing public records requests

- a. **Providing “fullest assistance”.** These Rules and related policies and procedures identify how the City will provide full access to public records, protect records from damage or disorganization, prevent excessive interference with other essential functions of the agency, provide fullest assistance to requestors and provide the most timely possible action on public records requests.

All assistance necessary to help requestors locate particular responsive records shall be provided by the Public Records Officer, provided that the giving of such assistance does not unreasonably disrupt the daily operations of the Public Records Center or other duties of any assisting employee(s) in other City departments.

- b. **Order for processing requests.** The Public Records Officer will process requests in the order allowing the most requests to be processed in the most efficient manner.
- c. **Acknowledging receipt and fulfilling requests.** Within five business days of receipt of the request, the Public Records Officer will do one or more of the following:
1. Make the record available for inspection or copying;
 2. If copies are requested and payment of a deposit for the copies, if any, is made or terms of payment are agreed upon, send the copies to the requestor;
 3. Acknowledge that the request has been received and provide a reasonable estimate of when records will be available;
 4. If the request is unclear or does not sufficiently identify the requested records, request clarification from the requestor. Such clarification may be requested and provided by telephone; or
 5. Deny the request.

The City may respond to a request to provide access to a public record by providing the requestor with a link to the City's web site containing an electronic copy of that record if it can be determined that the requestor has internet access.

- d. **Reasonable estimate of time to fully respond.** If not able to respond within the five-business-day period, the Public Records Officer must provide a reasonable estimate of the time it will take to fully respond to the request. Additional time may be needed to clarify the scope of the request, locate and assemble the records, redact confidential information, prepare a withholding index, notify third party persons or agencies affected by the request and/or consult with the City Attorney about whether the records are exempt from disclosure.

The Public Records Officer should briefly explain the basis for the time estimated to respond. Should an extension of time be necessary to fulfill the request, the Public Records Officer will provide a revised estimate and explain the changed circumstances that make it necessary.

- e. **Notification that records are available.** If the requestor has sought to inspect the records, the Public Records Officer will notify him or her that the entire response or an installment is available for inspection and ask the requestor to contact the City to arrange a mutually agreeable time for inspection. If the requestor seeks copies, the Public Records Officer should notify him or her of the projected costs and whether a deposit is required before making the copies.
- f. **Consequences of failure to respond.** If the City does not respond in writing within five business days of receipt of the request for disclosure, the requestor should consider contacting the Public Records Officer to determine the reason for failure to respond.
- g. **Consequences of failure to clarify a request.** If the requestor does not respond to the City's request for clarification within 30 days of the City's request, the Public Records Officer may consider the request abandoned, send a letter closing the response to the requestor, and re-file the records.
- h. **Consequences of disclosing a record in error.** The City, and its officials or employees are not liable for loss or damage based on release of a public record if the City, official or employee acted in good faith in attempting to comply with the Public Records Act.
- i. **Searching for records.** The City must conduct an objectively reasonable search for responsive records. The Public Records Officer will determine where responsive records are likely to be located and involve Records Coordinators in other departments, as needed, to assemble the records.

After the records are located, the Public Records Officer should take reasonable steps to narrow down the number of records assembled to those that are responsive. The City will not "bury" a requestor with non-responsive documents. However, the Public Records Officer is allowed to provide arguably, but not clearly, responsive records to

allow the requestor to select the ones he or she wants, particularly if the requestor is unable or unwilling to help narrow the scope of the documents being sought.

- j. **Preserving requested records.** If a requested record is scheduled shortly for destruction under the City's records retention schedule, the record cannot be destroyed until the public disclosure request has been resolved. Once a request has been closed, the Public Records Officer can destroy the record in accordance with the retention schedule.
- k. **Records exempt from disclosure.** Some records are exempt from disclosure, in whole or in part (see Section 9).

If the City believes that a record is exempt from disclosure and should be withheld, the Public Records Officer will state the specific exemption and provide a brief explanation of why the record or a portion of the record is being withheld.

If only a portion of the record is determined to be exempt, the Public Records Officer will redact the exempt portions and provide the non-exempt portions (See Section 6(m) below).

- l. **Protecting the rights of others.** If the requested records contain information that may affect rights of others and may be exempt from disclosure, prior to providing the records the Public Records Officer may give notice to those whose rights may be affected by the disclosure. Generally ten days notice will be given in order to make it possible to contact the requestor and ask him or her to revise the request or, if necessary, allow affected individuals to seek an order from a court to prevent or limit the disclosure. The notice to the affected person(s) will include a copy of the request.
- m. **Redactions.** If only a portion of a record is exempt from disclosure, but the remainder is not exempt, the Public Records Officer will redact the exempt portions, provide the nonexempt portions, and indicate to the requestor why portions of the record are being redacted. For example, to prevent an unreasonable invasion of personal privacy, the Public Records Officer shall redact identifying details such as social security numbers when he makes available or publishes any public record. In each case, the justification for the deletion shall be explained in writing.
- n. **Personal privacy and vital government interests.** When a public record is exempt from disclosure under the Public Records Act, the exemption does not apply if the information that might violate personal privacy or vital government interests can be deleted from the records being sought.
- o. **Inspection of records.** To the extent possible due to other demands, the Public Records Officer shall promptly provide space to inspect public records at the Public Records Center. The requestor must claim or review the assembled records within thirty days of the Public Records Officer's notification that the records are available for inspection or copying. The Public Records Officer will notify the requestor in writing of this requirement and suggest that he or she contact the agency to make arrangements to claim or review the records.

If the requestor or a representative of the requestor fails to claim or review the records within the thirty-day period, or make other arrangements, the Public Records Officer may close the request and re-file the assembled records. Other public records requests can be processed before a subsequent request by the same person for the same or almost identical records, which will be processed as a new request.

The Act does not allow a requester to search through the City's files for records which cannot be identified or described to the City.

Members of the public may not remove documents from the viewing area or disassemble or alter any document.

- p. **Providing copies of records.** The requestor shall indicate which documents he or she wishes to have copied using a mutually agreed upon non-permanent method of marking the desired records. The City may, in its sole discretion, require City personnel to remain physically present with the requester during the record inspection process. After inspection is complete, the Public Records Officer will arrange for copying. Making a copy of an electronic record is considered copying and not creation of a new record.
- q. **Providing records in installments.** When the request is for a large number of records, the Public Records Officer will provide access for inspection and copying in installments if he/she reasonably determines that it would be practical to provide the records in that way. If the requestor fails to inspect the entire set of records or one or more of the installments within 30 days, the Public Records Officer may stop searching for the remaining records and close the request.
- r. **Completion of inspection.** When the inspection of the requested records is complete and all requested copies are provided, the Public Records Officer will indicate that the City has completed a diligent search for the requested records and made any located non-exempt records available for inspection.
- s. **Closing withdrawn or abandoned requests.** If the requestor withdraws the request, fails to fulfill his or her obligations to inspect the records, or fails to pay the deposit or final payment for the requested copies, the Public Records Officer will close the request and indicate to the requestor that the City has closed the request. The Public Records Officer will document closure of the request and the conditions that led to closure.
- t. **Later discovered documents.** If, after the Public Records Officer has informed the requestor that the City has provided all available records, the City becomes aware of additional responsive documents that existed on the date of the request, the Public Records Officer will promptly inform the requestor of the additional documents and provide them on an expedited basis.
- u. **No duty to create records.** The City is not obligated to create a new record to satisfy a records request; however, the City may, in its discretion, create such a new record to

fulfill the request where it may be easier for the City to create a record responsive to the request than to collect and make available voluminous records that contain small pieces of information responsive to the request,

- v. **No duty to supplement responses.** The City is not obligated to hold current records requests open to respond to requests for records that may be created in the future. If a public record is created or comes into the possession of the City after a request is received by the City, it is not responsive to the request and will not be provided. A new request must be made to obtain later-created public records.

Section 7. Processing requests for electronic records.

The Preservation of Electronic Records requirements are outlined in WAC 434-662. An “electronic record” includes those public records which are stored on machine readable file format. If a record is created in an electronic format, the electronic record is the primary record and is subject to provisions of RCW 42.56, the Public Records Act. Electronic records must be retained in electronic format and remain usable, searchable, retrievable and authentic for the length of the designated retention period. Printing and retaining a hard copy is not a substitute for the electronic version. Responses to public record requests for electronic records other than those in common file formats such as pdf or similar formats will be coordinated through the Public Records Officer.

Section 8. Exempt and prohibited disclosure of public records.

The City is not required to permit public inspection and copying of records for which public disclosure of the record is prohibited, restricted or limited by state or federal statute or regulation.

- a. The City of Marysville is prohibited by statute from disclosing lists of individuals for commercial purposes.
- b. The Public Records Act, RCW 42.56, provides that a number of document types and information are prohibited from being disclosed or are exempt from public inspection and copying. A current list of these prohibitions and exemptions will be provided upon request by the Public Records Officer and is available on the Municipal Research and Services Center web site at www.mrsc.org search for publication titled “Public Records Act for Washington Cities, Counties and Special Purpose Districts” (scroll to Appendix C).
- c. In addition, other statutes may exempt or prohibit disclosure of other documents and information. A current list of these prohibitions and exemptions will be provided upon request by the Public Records Officer. Alternatively, the requestor may review a list of other statutes outside the Public Records Act that may prohibit or exempt disclosure of certain information from the Municipal Research and Services Center web site at www.mrsc.org search for publication titled “Public Records Act for Washington Cities, Counties and Special Purpose Districts” (scroll to Appendix C)..
- d. The City’s failure to list an exemption shall not affect the effectiveness of the exemption.

Section 9. Costs of providing copies of public records

Per state law, the City is not allowed to charge for locating a public record or for making records available for review or inspection. The City may charge, however, for the actual costs of copying public records, including the staff time spent making the copies. This provision includes responses to public records requests for electronic records.

- a. **Fee schedule.** The charge for standard black-and-white photocopies is fifteen cents per page.

The City Clerk will periodically update and post a fee schedule for various other non-standard public records or those in other formats or media. The fee schedule may be found online at www.marysvillewa.gov on the City Clerk's webpage. A statement of the factors and manner used to determine the specific fees will be provided upon request to the Public Records Officer.

If the City has to pay an outside firm for duplicating records in non-routine formats such as photographs, blueprints or tape recordings, the actual cost will be passed along to the requestor.

- b. **Certified copies.** Where the request is for a certified copy, an additional may be applied to cover the additional expense and time required for certification.
- c. **Faxing and mailing charges.** The City may also charge actual costs of long distance facsimile transmission and/or mailing, including the cost of the shipping container.
- d. **Sales tax.** The City will not charge sales tax on copies of records.
- e. **Use of other copying services.** The City is not required to copy records at its own facilities and may determine to use a commercial copying center. The City will bill the requestor for the amount charged by the vendor.
- f. **Deposit or payment by installments.** Before beginning to copy records, the Public Records Officer or designee may require a deposit of up to ten percent of the estimated costs of copying the records selected by a requestor. The Public Records Officer may also require the payment of the remainder of the copying costs before providing all the records, or the payment of the costs of copying an installment before providing that installment.
- g. **Method of payment.** Payment may be made by cash, check, or money order to the City of Marysville or other City approved payment method.
- h. **Waiver of copying charges.** The Public Records Officer has the discretion to waive copying charges for small requests, or for individuals or government agencies doing business with the City if the Public Records Officer determines that this action is in the best interest of the City.

Section 10. Denials of requests for public records

- a. **Petition for internal administrative review of denial of access.** Any person who objects to the initial denial or partial denial of a records request may petition in writing (including by e-mail) to the Public Records Officer for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the Public Records Officer or designee denying the request.
- b. **Consideration of petition for review.** The Public Records Officer shall promptly provide the petition and any other relevant information to the City Attorney or his or her designee to conduct the review. The City Attorney or his or her designee will promptly consider the petition and either affirm or reverse the denial within two business days following the City's receipt of the petition, or within such other time to which the City and the requestor mutually agree.
- c. **Judicial review.** Any person may obtain court review of denials of public records requests pursuant to RCW 42.56.550 at the conclusion of two business days after the initial denial regardless of any internal administrative appeal.

Section 11. Requests for Court Records

Court records do not fall under the Public Records Act (RCW 42.56).

Court Records are governed by the following WA State Court General Rules:

- a) GR 31 for the access to court records;
- b) GR 31.1 for the access to administrative records; and
- c) Other General Rules in effect or adopted in the future that are applicable to the JIS statewide information and processing.
- d) GR 15 for the destruction, sealing, and redaction of court records;

Please make Court records requests to:

Marysville Municipal Court
Attention: Records
1015 State Avenue
Marysville, WA 98270

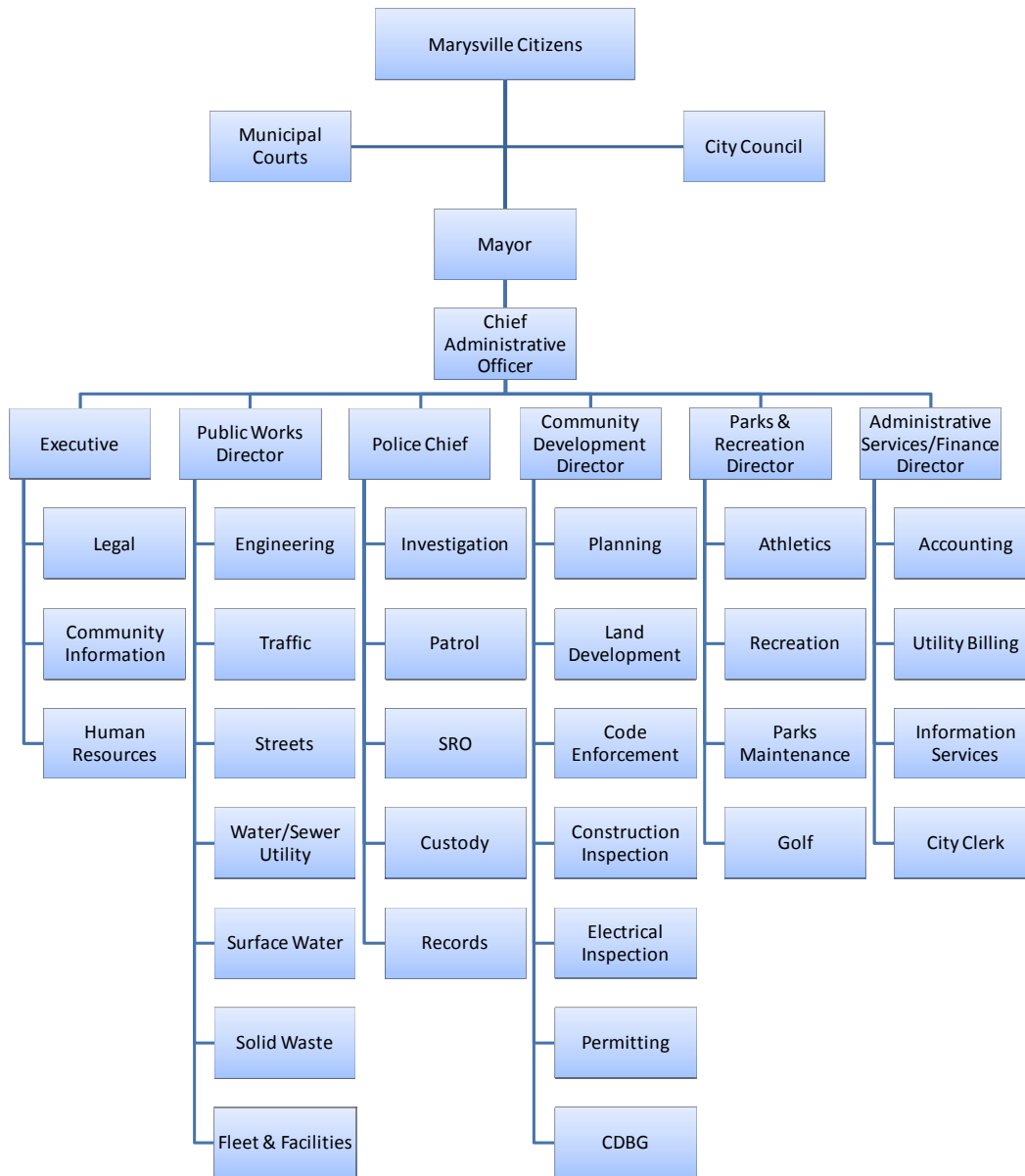
Phone # 360-363-8050
Fax # 360-657-2960

OR

By completing the [Court Records Request Form](#)

You will be notified of the cost of your request. Prepayment may be required.

Appendix A – City of Marysville Organizational Chart



Index #14

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 14, 2014

AGENDA ITEM: PSA with Maul Foster Alongi Consultants for Professional Services on the Geddes Marina Integrated Planning and Brownfields Cleanup.	AGENDA SECTION:	
PREPARED BY: Shawn Smith, P.E., Engineering Services Manager	DIRE	
ATTACHMENTS: Professional Services Agreement		
	MAYOR	CAO
BUDGET CODE: 40145040.541000	AMOUNT: \$304,000.00	

DESCRIPTION:

This Professional Services Agreement will provide the City with the professional environmental and geological consulting services necessary in the planning and cleanup of the Geddes Marina site. This contract provides consultant services to help the City throughout the process of planning future uses along with the associated cleanup measures, cleaning up the contamination on the site, and getting final approval from the Department of Ecology (DOE). Maul Foster Alongi Consultants received the top score from the four staff member interview committee, out of the three firms interviewed.

The City was awarded a Brownfields Cleanup Grant from the Environmental Protection Agency (EPA) on October 1, 2013. The City was also awarded an Integrated Planning Grant from the Department of Ecology (DOE) on November 1, 2013. The next step in this cleanup is to get a qualified consultant to do a cleanup plan for DOE approval.

It is staff's opinion that the fee of \$304,000.00 is fair. In light of these facts, staff is confident that the City would be well-served by this contract.

RECOMMENDED ACTION:
AUTHORIZE THE MAYOR TO SIGN THE Professional Services Agreement between the City and Maul Foster Alongi.

COUNCIL ACTION:

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND MAUL FOSTER ALONGI, 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 Maul Foster Alongi, 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 submittal of an Integrated Planning Grant application to the Washington State Department of Ecology for the Geddes Marina site 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 on July 15, 2014 and shall terminate at midnight, December 31, 2017. 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. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit A.:

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 \$304,000.00 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:

Shawn Smith, Engineering Services Manager
80 Columbia Avenue
Marysville, WA 98270

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

Jim Darling, Vice President/Principal Planner
1329 North State Street, Suite 301
Bellingham, WA 98255

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 _____, 2014.

CITY OF MARYSVILLE

MAUL FOSTER ALONGI, INC.

By _____
_____, Mayor

By 
Jim Darling, Vice President/Principal Planner

Approved as to form:

City Attorney

EXHIBIT A SCOPE OF WORK

PHASE I – SITE CHARACTERIZATION & REDEVELOPMENT ANALYSIS

Task 1—Environmental Assessment

Subtask 1.1—Site Characterization

Using data from the environmental investigation conducted on the property in 2010, the Consultant will develop an approach for filling in remaining data gaps and conduct site characterization efforts that will involve collecting soil, groundwater, and sediment samples on the Property for laboratory analysis, comparison of chemical concentrations against Washington State Model Toxics Control Act (MTCA) cleanup standards, and determination of site-specific sediment cleanup levels.

This task will involve the following steps:

- Develop a work plan/sampling and analysis plan to characterize the nature and extent of contamination on the Property.
- Conduct on-site sampling of soil, sediment, and groundwater to address data gaps.
- Analyze results of sampling in context with all prior investigation results.
- Conduct additional sampling if needed to fill data gaps to develop a complete understanding of contamination on the site, if feasible.
- Report environmental findings.

Subtask 1.2—Screening of Cleanup Options

Potential options for cleanup of the contaminated site will be developed. The remediation options will be designed to support the future use of the site envisioned in the Conceptual Site Plan (Subtask 3.5). Opportunities for cost savings and efficiencies between cleanup and redevelopment will be identified. This study will provide the City with planning level cleanup cost estimates and position the site for cleanup funding.

Task 1 Deliverables:

- Site characterization work plan/sampling and analysis plan
- Site characterization and cleanup options report

Environmental documents will align with MTCA requirements, but may or may not meet the standard of a final remedial investigation and feasibility study depending on the complexity of the site relative to grant funding. The site characterization and cleanup options report will meet the requirements of the USEPA Analysis of Brownfield Cleanup Options (ABCA) report.

Task 2—Community Involvement

The Consultant will assist the City in hosting a community open house that updates residents, business, and interested citizens on the status of the project. The open house will be help once initial phases of the environmental investigation, physical conditions assessment, and regulatory analysis have occurred. The open house will provide an opportunity for citizens to learn about the

progress and findings that resulted as part of these tasks. Following completion of Phase I activities, a presentation will be made to the City Council on the findings of this project.

Task 2 Deliverable:

- Open house materials and presentation to City Council

Task 3—Redevelopment Analysis

Subtask 3.1—Developer Engagement Options. The Consultant will conduct a brief analysis of opportunities for engaging developers, including assessing the feasibility of using a Request for Proposals process. The analysis will consider the initial understanding of environmental site conditions and cleanup costs to evaluate potential interest and flag areas of financial and regulatory risk from the City perspective. Additional analysis of developer engagement will be conducted as part of Task 4—Implementation Strategy.

Subtask 3.2—Physical Conditions Assessment. The Consultant will conduct assessments of the physical characteristics of the Property, including:

- Geotechnical assessment
- Cultural resources assessment
- Stormwater analysis and hydrogeological assessment

Subtask 3.3—Regulatory Analysis. Redevelopment of a waterfront property will involve multiple layers of federal, state, and local land use and environmental regulation. The Consultant will provide an integrated summary of regulatory requirements and critical path analysis for completing environmental review and permitting redevelopment.

Subtask 3.4—Focused Market Analysis and Pro-forma. The Consultant will conduct a focused study of the local and regional real estate market with the objective of confirming potential market opportunities for implementation of existing conceptual plans envisioned through previous planning efforts. The study will provide a preliminary pro-forma, including cost estimates, absorption rates, achievable rents, as well as vacancy rates for competing development sites. The market analysis will ensure that the development vision has a realistic opportunity for implementation.

Subtask 3.5—Refinement of Conceptual Plan. The Consultant will refine existing conceptual drawings to integrate with cleanup plan alternatives and recent market study findings. Site plan alternatives will address solutions for site stormwater and source control and demonstrate opportunities for low impact development (LID) stormwater management infrastructure.

Task 3 Deliverables:

- Technical memorandum on developer RFP
- Geotechnical assessment report
- Cultural resources assessment report
- LID stormwater feasibility assessment
- Regulatory analysis technical memorandum
- Market study and pro-forma

- Conceptual site plan

Task 4—Implementation Strategy

Using information culminating from Tasks 1 through 3, the Consultant will develop an implementation plan that provides a pathway for regulatory compliance and examines future funding opportunities for cleanup and redevelopment. The report will articulate a risk management strategy, including approaches for phased development, and will provide the City with the tools necessary to engage developers and position the property for redevelopment.

Task 4 Deliverable:

- Integrated cleanup and redevelopment strategy report

PHASE II – REMEDIAL ACTION DESIGN AND OVERSIGHT

Tasks identified below are based on an assumed level of effort and may change dependent upon Phase I findings. The final scope and budget for Phase II will be refined based upon Phase I findings and regulatory agency requirements to meet cleanup completion.

Task 5—Remedial Action Design

Subtask 5.1—Permitting. The Consultant will work with federal, state and local governments, and the Tulalip Tribes to obtain required approvals and permits associated with completing the selected remedial action(s). The City will complete permitting associated with the shoreline master program and the State Environmental Policy Act (SEPA) checklist.

Subtask 5.2—Quality Assurance Project Plan and Health and Safety Plan. The Consultant will prepare a site-specific quality assurance project plan (QAPP) in accordance with *EPA Guidance for Quality Assurance Project Plans* (EPA QA/G-4, EPA QA/G-5 EPA QA/R-5) and an OSHA-compliant health and safety plan associated with completing the selected remedial action(s).

Subtask 5.3—Cleanup Plan. The Consultant will prepare a site-specific cleanup plan that documents the cleanup approach, confirmation sampling strategy, cleanup levels, and post-cleanup monitoring requirements. The cleanup plan will also identify any institutional, land use or engineering controls required as part of the cleanup. The plan will be submitted for review by the Washington State Department of Ecology (Ecology) staff under Ecology's Voluntary Cleanup Program (VCP).

Subtask 5.4—Remedial Action Design. The Consultant will develop construction bid package that will allow the City to procure a contractor under applicable bid laws to complete the selected remedial action(s).

Task 5 Deliverables:

- Biological assessment, if required
- Finding of nonsignificance (FONSI), if required
- Quality assurance project plan (QAPP)
- Health and safety plan
- Cleanup action plan
- Remedial action construction bid package

Task 6—Remedial Action Oversight

Subtask 6.1—Remedial Action Oversight. The Consultant will provide field oversight associated with implementation of the remedial action(s) in accordance with construction specifications by a contractor operating under a direct contract with the City. The Consultant will oversee and document all field activities, and conduct field screening and confirmation sampling.

Subtask 6.2—Post Action Groundwater Monitoring. The Consultant will conduct quarterly groundwater monitoring following completion of the remedial action.

Subtask 6.3—Final Cleanup Report. The Consultant will prepare a final report confirming site cleanup and documenting the cleanup standards identified in the site characterization and cleanup options report.

Task 6 Deliverables:

- Quarterly groundwater monitoring memorandums (four total)
- Final cleanup report

BUDGET

Task	Budget	Source	
		Ecology IPG	EPA BCG
PHASE I – SITE CHARACTERIZATION/REDEVELOPMENT ANALYSIS			
1.1 Site Characterization	\$ 95,000	\$ 95,000	\$ 0
1.2 Screen Cleanup Options/ABCA	\$ 40,000	\$ 20,000	\$ 20,000
2.0 Community Involvement	\$ 6,000	\$ 6,000	\$ 0
3.1 Developer Engagement Options	\$ 3,000	\$ 3,000	\$ 0
3.2 Physical Conditions Assessment	\$ 21,000	\$ 21,000	\$ 0
3.3 Regulatory Analysis	\$ 7,500	\$ 7,500	\$ 0
3.4 Focused Market Analysis	\$ 10,000	\$ 10,000	\$ 0
3.5 Refinement of Conceptual Plan	\$ 12,500	\$ 12,500	\$ 0
4.0 Implementation Strategy	\$ 25,000	\$ 25,000	\$ 0
SUBTOTAL	\$ 220,000	\$ 200,000	\$ 20,000
Phase II – REMEDIAL ACTION DESIGN AND OVERSIGHT			
5.1 Permitting	\$ 15,000	\$ 0	\$ 15,000
5.2 QAPP/Health & Safety Plan	\$ 10,000	\$ 0	\$ 10,000
5.3 Cleanup Plan	\$ 5,000	\$ 0	\$ 5,000
5.4 Remedial Action Design	\$ 10,000	\$ 0	\$ 10,000
6.1 Remedial Action Oversight	\$ 30,000	\$ 0	\$ 0
6.2 Post Action Groundwater Monitoring	\$ 10,000	\$ 0	\$ 10,000
6.3 Final Cleanup Report	\$ 4,000	\$ 0	\$ 4,000
SUBTOTAL	\$ 84,000	\$ 0	\$ 54,000
TOTAL	\$ 304,000	\$ 200,000	\$ 74,000

Notes:

ABCA = Analysis of Brownfields Cleanup Options

Ecology IPG = Washington State Department of Ecology Integrated Planning Grant.

EPA BCG = U.S. Environmental Protection Agency Brownfield Cleanup Grant.