

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

Discussion Items

A. Fire Study

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

1. Approval of the September 8, 2014 City Council Minutes.

Consent

2. Approval of the September 19, 2014 Payroll in the Amount of \$1,029,608.43; Paid by Check Number's 28182 through 28826.
3. Approval of the September 17, 2014 Claims in the Amount of \$1,051,141.65; Paid by Check Number's 94759 through 94884 with Check Number 93503 Voided.
4. Approval of the September 24, 2014 claims in the Amount of \$1,125,935.38; paid by Check Number's 94885 through 95083 with No Check Numbers voided.

Review Bids

5. Consider Awarding the 2014 Shoulder Improvement Program to Northend Excavating, Inc. in the Amount of \$91,733.00 Including Washington State Sales Tax and Approve a Management Reserve of \$7,500.00 for a Total Allocation of \$99,233.00.

Public Hearings

New Business

6. Consider the Amendments with the State of Washington Department of Commerce Public Works Trust Fund Loan Agreements to Change the Repayment Dates from July 1 to June 1.

Marysville City Council Work Session**October 6, 2014****7:00 p.m.****City Hall**

7. Consider the Professional Services Agreement Supplement No. 3 in the Amount of \$47,301.00 with Murray, Smith and Associates, Inc.
8. Consider the Cooperative Services Agreement between United States Department of Agriculture in the Amount of \$15,000.00.
9. Consider the Annual Support Agreement and License Agreement for Munis Software in the Amount of \$63,213.91.
10. Consider the PUD Distribution Easement with PUD to Allow Installation of a Guy Wire.
11. Consider a **Resolution** of the City of Marysville Adopting Revised Personnel Rules of the City of Marysville and Repealing Resolution Number 2260 and Subsequent Resolutions Amending Resolution 2260.
12. Consider an **Ordinance** Creating a New Chapter 6.23 of the Marysville Municipal Code (MMC) Related to Chronic Nuisance Properties and Amending MMC Section 22G.060.090 Related to Hearing Examiner Duties; Providing for Severability; and Effective Date.
13. Consider an **Ordinance** Amending Marysville Municipal Code Chapter 6.37 Regarding Pedestrian Interference – Coercive Solicitation by Adding New Sections MMC 7.37.045 and MMC 6.37.047, Regulating Time, Place and Manner for Solicitation on Public Right of Way, Providing for Severability and Establishing an Effective Date.
15. Consider the Professional Services Agreement with MAKERS ARCHITECTURE to provide consultant services in the amount of \$42,710.00 in order to prepare a Master Plan for the Lakewood Neighborhood as part of the 2015 Marysville Comprehensive Plan Update.
17. Consider the Pay Classification of N11 for the Risk/Emergency Management Officer.

Legal**Mayor's Business**

14. Community and Housing Development Citizen Advisory Committee Appointments: Peter Condyles, Brooke Hougan, Steve Lebo, Rob Toyer, and Donna Wright.
16. Consider the Mayor's Recommendations for 2014-2015 Alternate Hotel/Motel Committee Member.

Work Sessions are for City Council study and orientation – Public Input will be received at the October 13, 2014 City Council meeting.

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Presentations	
Crossfit Marysville World Competition.	Presented
Committee Reports	None
Approval of Minutes	
Approval of the July 14, 2014 City Council Meeting Minutes.	Approved
Approval of the July 28, 2014 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the July 30, 2014 Claims in the Amount of \$442,939.31; Paid by Check Number's 93722 through 93876 with No Checks Voided.	Approved
Approval of the August 6, 2014 Claims in the Amount of \$1,091,736.59; Paid by Check Number's 93877 through 94008 with No Check Number's Voided.	Approved
Approval of the August 13, 2014 Claims in the Amount of \$1,539,237.97; Paid by Check Number's 94009 through 94167 with Check Number 92190 Voided.	Approved
Approval of the August 20, 2014 Claims in the Amount of \$318,674.80; Paid by Check Number's 94168 through 94337 with No Checks Voided	Approved
Approval of the August 5, 2014 Payroll in the Amount of \$1,534,406.11; Paid by Check Number's 28013 through 28071.	Approved
Approval of the August 20, 2014 Payroll in the Amount of \$868,776.05; Paid by Check Number's 28072 through 28123.	Approved
Consider Approving the Supplemental Agreement No. 2 with FCS Group to Provide for a Contract Extension through November 30, 2014.	Approved
Consider Approving the Partnership Contract Amendment to the Business Licensing Service Agreement between the City of Marysville and the State of Washington Department of Revenue Business Licensing Service.	Approved
Approving the Purchase of the Stormwater Pump through the Helping Governments Across the County Buy (HGACBuy) Program in the Amount of \$63,065.60.	Approved
Consider Acceptance of the Comeford Park Spray Park Project with Kalaye Concrete LLC, starting the 45-day lien filing period for project closeout.	Approved
Review Bids	
Public Hearings	
Consider Approving the Program Year 2013 Consolidated Annual Performance and Evaluation Report and direct Staff to provide a summary of, and response to any comments received during the public hearing into the Report, and forward to the U.S. Department of Housing and Urban Development.	Held
New Business	
Consider an Ordinance of the City of Marysville, Washington, amending Marysville Municipal Code (MMC) Section 6.76.080 Related to Noise Regulation Variances; Providing for Severability; and Effective Date.	Approved Ordinance No. 2968

Consider the Greater Marysville Tulalip Chamber First and Second Quarter Billings - release the Hotel Motel Tax Funds so that the Chamber can apply for normal reimbursement under normal operations and procedures.	Approved
Consider the Greater Marysville Tulalip Chamber First and Second Quarter Billings - authorize staff to release the General Fund portion of the Chamber funds for the first two quarters to the Chamber; and direct staff to give written notice to the Chamber of deficiencies in the contract as outlined in the Services Agreement, section 5.	Approved
Consider an Ordinance of the City of Marysville, Washington, Establishing a Moratorium on the Filing, Receipt and Processing of Applications for All Permits and Development Plan Approvals, for Master Planned Senior Communities Pursuant to MMC Chapter 22C.220; Providing For Severability, Setting a Public Hearing , Declaring an Emergency, and Establishing an Effective Date.	Approved Ordinance No. 2969.
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:30
Executive Session	8:35
Litigation – four items	
Personnel – one item	
Adjournment	8:52p.m.

COUNCIL*DRAFT*
MINUTES**Regular Meeting**
September 8, 2014**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. Robert Ray, President of Humanist of North Puget Sound and Secular Humanist of Everett, gave the invocation, and 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, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: None

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.

Committee Reports

None

Approval of the Agenda

Motion made by Councilmember Muller, seconded by Councilmember Wright, to approve the agenda. **Motion** passed unanimously (7-0).

Committee Reports

None

Presentations

A. Crossfit Marysville World Competition.

Mayor Nehring presented a Certificate of Congratulations to CrossFit Marysville for its 3rd Place overall finish at the 2014 Reebok CrossFit Games July 22-27, 2014 in Carson, California, and its ongoing commitment to promoting health and fitness in Marysville.

Audience Participation

Garett and Mandy Hanousek, 4512 – 129th Place NE, Marysville, WA, thanked the Council for taking the time to address a letter they sent last week regarding writing codes that are specific and concise and not leaving room for subjectivity. Ms. Hanousek expressed concern about neighbors who have relatives living in an RV in their driveway. While they are not currently sleeping in the RV they do use it throughout the day. It seems to the Hanouseks that it still qualifies as living in the RV. They have been referred to the Marysville Police Department for further issues or complaints, but this seems like a waste of resources to them. Ms. Hanousek encouraged the City to consider the real-life application as new codes are adopted and existing codes are updated. Additionally, she asked that the City plan for more resources in infrastructure to accommodate the incredible population growth.

Mayor Nehring referred to the Hanouseks' transportation concerns and commented that there are a number of transportation initiatives going on in the City right now. He reviewed some of these. He agreed with their priorities for transportation.

CAO Hirashima stated she, the code enforcement manager, and the planning manager have all spoken with the Hanouseks. She reviewed the status of the situation for the Council and explained that staff had asked the couple to relocate their sleeping quarters to the house which they did. The Hanouseks are now expressing concern that the couple is spending time in the RV in the daytime. Staff does not feel this daytime use is an issue.

Approval of Minutes

15. Approval of the July 14, 2014 City Council Meeting Minutes.

Councilmember Stevens stated that he would be abstaining from the vote.

Motion made by Councilmember Vaughan, seconded by Councilmember Norton, to approve the July 14, 2014 City Council Meeting Minutes. **Motion** passed unanimously (6-0) with Councilmember Stevens abstaining.

16. Approval of the July 28, 2014 City Council Meeting Minutes.

DRAFT

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to approve the July 28, 2014 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

Consent

1. Approval of the July 30, 2014 Claims in the Amount of \$442,939.31; Paid by Check Number's 93722 through 93876 with No Checks Voided.
2. Approval of the August 6, 2014 Claims in the Amount of \$1,091,736.59; Paid by Check Number's 93877 through 94008 with No Check Number's Voided.
3. Approval of the August 13, 2014 Claims in the Amount of \$1,539,237.97; Paid by Check Number's 94009 through 94167 with Check Number 92190 Voided.
4. Approval of the August 20, 2014 Claims in the Amount of \$318,674.80; Paid by Check Number's 94168 through 94337 with No Checks Voided.
5. Approval of the August 5, 2014 Payroll in the Amount of \$1,534,406.11; Paid by Check Number's 28013 through 28071.
6. Approval of the August 20, 2014 Payroll in the Amount of \$868,776.05; Paid by Check Number's 28072 through 28123.
9. Consider Approving the Supplemental Agreement No. 2 with FCS Group to Provide for a Contract Extension through November 30, 2014.
10. Consider Approving the Partnership Contract Amendment to the Business Licensing Service Agreement between the City of Marysville and the State of Washington Department of Revenue Business Licensing Service.
11. Consider Approving the Purchase of the Stormwater Pump through the Helping Governments Across the County Buy (HGACBuy) Program in the Amount of \$63,065.60.
12. Consider Acceptance of the Comeford Park Spray Park Project with Kalaye Concrete LLC, starting the 45-day lien filing period for project closeout.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to approve Consent Agenda items 1-6 and 9-12. **Motion** passed unanimously (7-0).

Review Bids

None

Public Hearings

7. Consider Approving the Program Year 2013 Consolidated Annual Performance and Evaluation Report and direct Staff to provide a summary of, and response to any comments received during the public hearing into the Report, and forward to the U.S. Department of Housing and Urban Development.

Amy Hess explained that this report is a way for the City and residents to take a look at the progress that we've made over the last program year. There were no questions. Mayor Nehring thanked staff for all their work on this.

The public hearing was opened for public comment at 7:17 p.m. Seeing no one who wished to testify, the public hearing was closed at 7:18 p.m.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to approve the Program Year 2013 Consolidated Annual Performance and Evaluation Report and direct Staff to provide a summary of, and response to any comments received during the public hearing into the Report, and forward to the U.S. Department of Housing and Urban Development. **Motion** passed unanimously (7-0).

New Business

13. Consider an **Ordinance** of the City of Marysville, Washington, amending Marysville Municipal Code (MMC) Section 6.76.080 Related to Noise Regulation Variances; Providing for Severability; and Effective Date.

CAO Hirashima explained that this would change the authority from the Board of Adjustment to the Community Development Department.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve Ordinance No. 2968. **Motion** passed unanimously (7-0).

14. Consider the Greater Marysville Tulalip Chamber First and Second Quarter Billings.

CAO Hirashima commented that the information provided to Council could be considered as reports (even though they don't convey a lot of information) and therefore met the requirements of the contract. She suggested additional communication with the Chamber to clarify expectations and further study by the Council of the value of these services for the future.

Finance Director Langdon added that the Chamber emailed her the last couple months' newsletters for reference.

Councilmember Vaughan referred to the first item in the Statement of Work. He asked what kind of information or report the City has received about the cooperative relations with other agencies and bureaus. CAO Hirashima stated that this wasn't really

addressed, but there was a statement that they worked with other organizations. Finance Director Langdon commented that the report they had presented was intended to meet that first requirement. In her recent meeting with them she suggested further ways they could meet that requirement such as logging telephone calls or meetings that they have with associations. CAO Hirashima commented that the Downtown Merchants joined the Chamber this year so that was a connection she was aware of. They do have a visitor log that they maintain at the visitor center. They have acknowledged they don't have any business referrals to report for the first two quarters. Finance Director Langdon noted that there is a sharing of information with other visitor centers in the region, but they haven't been keeping a log of it.

Councilmember Wright commented that Snohomish County Tourism Bureau brought a nice presentation here about their work benefitting Marysville. She recommended that in the future she would like to see the Chamber working with that organization. She thinks there should be a stronger emphasis on tourism with the Chamber.

Councilmember Muller asked if the Chamber is meeting the requirements under the Hotel Motel Grant. CAO Hirashima thought that they were. The Chamber Services Agreement portion is the section that the Council appears to have concerns about. CAO Hirashima suggested awarding payment for the first two quarters, but giving a warning about expectations for the next two quarters. Councilmember Muller suggested paying the Hotel/Motel amount if the Chamber can provide reimbursables, but leaving the rest for future discussion.

CAO Hirashima suggested giving some guidance to the Chamber at one of their next Board of Directors meetings.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to release the Hotel Motel Tax Funds so that the Chamber can apply for normal reimbursement under normal operations and procedures.

Councilmember Wright said she would support it, but she is very disappointed in this situation. She noted that in the Business Journal the Chamber used to be at the top, but now it is at the bottom.

Councilmember Stevens said that the challenge he is having is defining "value". He thought the Scope of Work was relatively clear, but it appears it was not received that way at the Chamber. He would also like to hear from them how what they have provided has delivered \$10,000 worth of value to the City. He noted that technically they are meeting the requirements without further definition in the Scope of Work. He also stated that the current motion seems to be suggesting that they create invoices, when that actually is already their burden.

Councilmember Seibert said he wasn't sure that the Council needs to formally release the funds. Finance Director Langdon concurred that part of the Hotel Motel Grant information contains guidelines about reimbursements.

Councilmember Norton asked how this has typically happened in the past with the Chamber. Finance Director Langdon noted that there have been different people in charge of this. Typically the City would remind them toward the end of the grant period to use their funds. Councilmember Norton reiterated that it is a good idea to have the Chamber apply directly for Hotel Motel Tax Funds.

Councilmember Muller reminded everyone that at the last meeting in July the Council put a hold on the funds so that is why he made the motion.

Motion passed unanimously (7-0).

City Attorney Weed reviewed the Rights and Responsibilities under the Services Agreement. In that Agreement payment provisions are pretty explicit in terms of how the quarterly payments are to be made. If the City finds that there are any deficiencies in the deliverables that are supposed to be provided, the City is supposed to give written notice of that. Once the Chamber has been given notice of what those deficiencies are they have 30 days to cure them. If they don't then the City has the option to either withhold payment or to terminate the Agreement. CAO Hirashima said that the most straightforward thing to do would be to authorize payment for the first two quarters and then simultaneously issue a notice of deficiencies and inform them that they would need to be corrected in order for future payments to be made.

Councilmember Vaughan stated that the information for the first two quarters has not been adequate in his opinion. He referred to item B in the Services Agreement and noted that if that option had been exercised prior to now the City would be in a different position. He agrees with Councilmember Stevens and Councilmember Muller regarding concerns about this, but he is not sure what kind of room the City has to take action with the payment without putting itself in a position where they would have to defend themselves in the future.

Councilmember Muller commented on the lack of leadership at the Chamber over the last two years. It seems like some things might be changing, but it's still not performing at the level it was before. Even as a member he is not happy with the changes that have taken place. He wants to support them, but the things the Council wanted to see have not happened.

Councilmember Stevens commented that he was not sure it was the Council's job to provide more detailed information about the City's expectations. As the experts for this, he would expect that the Chamber would be able to figure this out. This is the essence of the lack of value that he is seeing with this situation.

Councilmember Norton concurred that they are all disappointed in the lack of value and information they have received. She noted that perhaps due to lack of specifics in the contract, they have met the requirements of the Contract for the first two quarters. She would like to see a meeting with staff and the Board of Directors to clarify expectations and what they are actually doing to determine if this is something the City would find value in for the future.

Councilmember Vaughan referred to the Scope of Work, item 1, regarding developing and maintaining cooperative relations. He does not believe that they have done this. He agreed that more specificity in this agreement would have made this easier.

City Attorney Weed summarized the situation and the timeline of events. He suggested that looking forward to the next two quarters the City has an opportunity to give ample written notice about the City's expectations and what the City's options are if the expectations are not met.

CAO Hirashima reviewed the items on the Scope of Work. As already discussed, the Council had concerns about item. 1. She noted that items 2 and 3 were zero because there were no businesses that contacted the Chamber about relocation in Marysville. Part of the dissatisfaction of the Council seems to be about this number, but they had nothing to provide because there weren't any businesses that came through the Chamber and got referred to the City. Item 4 was received. Item 5 refers to regarding working collaboratively with City staff. CAO Hirashima noted that there is nothing really concrete there although the City is attending Chamber events. The Mayor meets with the Chamber on a monthly basis, but on a staff level there is not a lot of coordination. Item 6 refers to attending a City Council or City Council subcommittee meetings. She noted that this hasn't happened yet. She summarized that there wasn't a lot that was provided because in some cases there wasn't anything to report.

Councilmember Seibert said he thinks they should get past the first two payments because the City hasn't given them timely written notice, but now the City needs to be clear about what is expected in the future.

Councilmember Wright noted that there may not have been any business inquiries, but part of her expectation is that the Chamber do an outreach to attract businesses. She feels that this is part of what is lacking.

Councilmember Muller noted that the Chamber came to the City as a service provider. They should be able to show value for what they are doing. The City wants a service for the money they are paying and proof of that work.

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to authorize staff to release the funds for the first two quarters to the Chamber; and direct staff to give written notice to the Chamber of deficiencies as outlined in the Services Agreement, section 5.

Councilmember Stevens asked if staff has enough information to provide written notice to the Chamber. CAO Hirashima indicated that they did. She commented that they would have more dialogue with them about expectations by attending the Board of Directors and also scheduling a meeting with either the Council or the Economic Development Committee to discuss the contract.

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Councilmember Muller expressed concern about this maybe not being strong enough. CAO Hirashima explained how information could be conveyed to the Chamber that unless something significantly changes in the third quarter reporting and performance, no further payments would be approved.

Councilmember Seibert added that part of the consideration would also be that if this doesn't get worked out that the City will not only withhold funds, but that the City could terminate the Agreement. Grant Weed explained that the letter would say that the City is reserving all of its rights including withholding payment or terminating the agreement. Councilmember Seibert recommended that staff try to make contact with them and lay out groundwork before the Board of Directors meet with the Council.

Councilmember Norton commented that this is not just a reporting problem; it's a problem with the services being offered.

Motion passed unanimously (7-0).

17. Consider an Ordinance of the City of Marysville, Washington, Establishing a Moratorium on the Filing, Receipt and Processing of Applications for All Permits and Development Plan Approvals, for Master Planned Senior Communities Pursuant to MMC Chapter 22C.220; Providing For Severability, Setting a Public Hearing , Declaring an Emergency, and Establishing an Effective Date.

CAO Hirashima explained that the City is starting to see inquiries for use of this provision that are not consistent with the original intent of the ordinance. The proposed ordinance would place a moratorium on Master Planned Senior Communities so the City has an opportunity to make revisions to the code to make it clear what they want to see in this zone.

Motion made by Councilmember Seibert, seconded by Councilmember Vaughan, to adopt Ordinance No. 2969. **Motion** passed unanimously (7-0).

Legal

Mayor's Business

- Wednesday night is business appreciation night at Totem Middle School.
- 9/11 memorial is set up for 8:30 am at the library.

Staff Business

Chief Smith:

- He looks forward to seeing everyone at the 9/11 memorial.
- 2014 Awards will be held on 9/18 at 2:00 at the Public Safety Building.

Sandy Langdon thanked the Council for the LID process. Bonds were sold last Wednesday. Because of the amendments that Council approved to the bond ordinance regarding the guaranteed fund and the levy that would be instituted if there is a deficiency and the Mayor and Gloria's presentation to the rating community, they received an A-1 rating. The underwriters were amazed at the good rating which translates to a better rate of 4.6 for the property owners.

Grant Weed:

- He reported that on August 29 the lawsuit filed against the City of Fife upheld the City's ordinance banning businesses related to recreational marijuana. The court decided the case in Fife's favor based upon the fact that I-502 doesn't have any expressed language limiting cities from local regulations. This is not binding on any other cities, but it is instructive on the direction the courts may be going. There is another case pending with the City of Wenatchee.
- He stated the need for an Executive Session expected to last 15 minutes to address four items regarding pending litigation and one item concerning an update on labor negotiation. No action will be requested.

Doug Byde:

- Bayview Trail Phase II paving project was done last week, working on shoulders this week and will start working on driveway approaches at intersections.
- The Public Works Committee meeting will not be held this week. It was cancelled for the month.

Jim Ballew:

- Touch a Truck will be held this weekend from 10 to 1 on Saturday. There are over 40 vehicles coming including the Army's Biological Integrative Detection System (BIDS) Vehicle.
- The spray park will stay open on Friday, Saturday, and Sunday as long as the weather holds out.

Doug Buell reported that the Multicultural Fair will be held on Saturday, September 20 from 10 to 3 at Comeford Park. In case of rain, Totem Middle School will be used as a backup.

Gloria Hirashima asked for RSVP's from anyone going on Wednesday night. Everyone on the Council indicated they would be going.

Call on Councilmembers

Kamille Norton asked about the opening date for the Bayview Trail. Director Ballew commented that they have to be done with the project by the end of September. He hopes by the second week of October everything will be striped and ready to go.

Stephen Muller:

- The asphalt looks good.

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- He received comments about the garbage on a property. CAO Hirashima commented that they are making contact with the property owner about that issue.

Rob Toyer had no comments none

Michael Stevens:

- The Fire District will be having its annual awards and BBQ on September 17.
- He is excited for Touch a Truck.

Jeff Seibert had no comments.

Donna Wright had no comments.

Jeff Vaughan:

- He has been contacted by people concerned about why the sidewalks on Grove have been torn up. Doug Byde explained that they are replacing those with ADA compliant ramps before repaving up there.
- He commented that there are over 2000 registered businesses in the City of Marysville.
- Marysville's only survivor contestant Michael Jefferson made it onto another reality TV show which will be airing on Sunday night at 10:00 on the Discovery Channel.

Mayor Nehring adjourned the meeting from 8:32 until 8:37 at which time Council went into Executive Session for 15 minutes to discuss five items with no action expected.

Executive Session

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

Executive session ended and public meeting reconvened at 8:52 p.m.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:52 p.m.

Approved this _____ day of _____, 2014.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 13, 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 September 19, 2014 payroll in the amount \$1,029,608.43 Check No.'s 28182 through 28226.
COUNCIL ACTION:

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 13, 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 **September 17, 2014** claims in the amount of **\$1,051,141.65** paid by **Check No.'s 94759 through 94884 with Check No. 93503 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-9

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,051,141.65 PAID BY CHECK NO.'S 94759 THROUGH 94884 WITH CHECK NO. 93503 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 **13TH DAY OF OCTOBER 2014.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/11/2014 TO 9/17/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
94759	REVENUE, DEPT OF	SALES AND USE TAXES-AUGUST 201	CITY CLERK	0.13
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	1.80
	REVENUE, DEPT OF		INFORMATION SERVICES	4.68
	REVENUE, DEPT OF		GMA-PARKS	8.78
	REVENUE, DEPT OF		POLICE ADMINISTRATION	17.61
	REVENUE, DEPT OF		RECREATION SERVICES	141.82
	REVENUE, DEPT OF		WATER/SEWER OPERATION	146.67
	REVENUE, DEPT OF		ER&R	557.11
	REVENUE, DEPT OF		GENERAL FUND	729.44
	REVENUE, DEPT OF		PRO-SHOP	881.75
	REVENUE, DEPT OF		STORM DRAINAGE	5,481.66
	REVENUE, DEPT OF		GOLF COURSE	11,777.04
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	28,943.12
	REVENUE, DEPT OF		UTIL ADMIN	60,453.38
94760	3M	TAPE	TRANSPORTATION MANAGEM	96.38
	3M	SIGN SHOP SUPPLIES	TRANSPORTATION MANAGEM	686.35
	3M		TRANSPORTATION MANAGEM	1,238.37
94761	A PLUS WATER SERVICE	REPLACE PRESSURE TANK-WWTP	WASTE WATER TREATMENT F	1,497.59
94762	ADVANTAGE BUILDING S	JANITORIAL SERVICE	WATER FILTRATION PLANT	43.33
	ADVANTAGE BUILDING S		COMMUNITY CENTER	150.00
	ADVANTAGE BUILDING S		COMMUNITY CENTER	383.17
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	463.65
	ADVANTAGE BUILDING S		ADMIN FACILITIES	619.00
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	647.79
	ADVANTAGE BUILDING S		UTIL ADMIN	750.70
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	829.31
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	1,085.75
	ADVANTAGE BUILDING S		COURT FACILITIES	1,091.50
94763	AFTS	REMITTANCE PROCESSING-AUGUST 2	UTILITY BILLING	754.49
	AFTS	BILL PRINTING SERVICES-AUGUST	UTILITY BILLING	8,182.74
94764	ALBERTSONS	REC EXPRESS/SPECIAL EVENT SUPP	RECREATION SERVICES	18.26
	ALBERTSONS		RECREATION SERVICES	21.96
94765	ALBERTSONS	MTG SUPPLIES AND BOTTLED WATER	STORM DRAINAGE	15.46
	ALBERTSONS		UTIL ADMIN	63.88
94766	AMERICAN CLEANERS	DRY CLEANING	POLICE PATROL	35.23
	AMERICAN CLEANERS		DETENTION & CORRECTION	41.66
	AMERICAN CLEANERS		OFFICE OPERATIONS	64.07
	AMERICAN CLEANERS		POLICE ADMINISTRATION	97.69
94767	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.13
	ARAMARK UNIFORM		MAINTENANCE	11.13
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.28
94768	ATWOOD, DANIEL & DA	UB 761303162501 8016 74TH DR N	WATER/SEWER OPERATION	8.03
94769	BAY VALVE SERVICE IN	R & R PLUG @ WEST TRUNK	WASTE WATER TREATMENT F	3,391.58
94770	BEACH AVENUE PROJECT	UB 941256040000 1256 ASH AVE #	WATER/SEWER OPERATION	92.72
94771	BICKFORD FORD	AXLE SEALS	EQUIPMENT RENTAL	23.31
	BICKFORD FORD	FAN ASSEMBLY	EQUIPMENT RENTAL	26.95
	BICKFORD FORD	WIRE ASSEMBLY AND HEATER MOTOR	EQUIPMENT RENTAL	111.00
	BICKFORD FORD	CONSOLE	EQUIPMENT RENTAL	230.97
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	377.80
	BICKFORD FORD	SPARK PLUGS, COIL ASSEMBLY AND	EQUIPMENT RENTAL	473.64
94772	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	516.69
94773	BRANOM INSTRUMENT CO	METER VERIFICATION TESTING	WASTE WATER TREATMENT F	314.05
	BRANOM INSTRUMENT CO		WATER RESERVOIRS	1,256.15
	BRANOM INSTRUMENT CO		SOURCE OF SUPPLY	1,919.12
94774	BUILDING SPECIALTIES	WORKLIGHT AND STAND	WATER DIST MAINS	173.76
94775	CAMP FIRE USA	INSTRUCTOR SERVICES	RECREATION SERVICES	240.00
94776	CAPTAIN DIZZYS EXXON	CAR WASHES	PARK & RECREATION FAC	4.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/11/2014 TO 9/17/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
94795	EVERETT BARK	BARK	ROADSIDE VEGETATION	58.86
	EVERETT BARK		PARK & RECREATION FAC	69.78
	EVERETT BARK		ROADSIDE VEGETATION	71.96
	EVERETT BARK		ROADSIDE VEGETATION	85.01
94796	EVERETT HYDRAULICS	RESEAL HYDRAULIC MOTOR	EQUIPMENT RENTAL	154.24
94797	EVERETT TIRE & AUTO	TIRES (4)	ER&R	479.46
94798	FCS GROUP	FIRE ALTERNATIVES ANALYSIS	NON-DEPARTMENTAL	7,481.25
94799	FIRESTONE	TIRES (6)	EQUIPMENT RENTAL	754.03
94800	FORMULA TIRE & CAR	TIRES (2)	MAINTENANCE	175.56
	FORMULA TIRE & CAR		PARK & RECREATION FAC	189.51
94801	FOSTER PEPPER PLLC	CONFERENCE-KELLEY	PERSONNEL ADMINISTRATIOI	160.00
94802	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	27.59
	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	68.89
	FRONTIER COMMUNICATI		RECREATION SERVICES	68.89
	FRONTIER COMMUNICATI	ACCT #36065891800622955	LIBRARY-GENL	93.85
94803	FULLERTON & ASSOCIAT	DOWNTOWN REDEVELOPMENT PROJECT	PLANNING & COMMUNITY DE'	570.00
94804	GALLS, LLC	GUN BELTS, MASKS AND MACE	GENERAL FUND	-36.82
	GALLS, LLC		POLICE PATROL	464.92
94805	GLOBALSTAR INC.	PHONE CHARGES	OFFICE OPERATIONS	62.09
94806	GRACE ACADEMY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
94807	GREENO, KRIS & MONIQ	UB 031490144001 7411 87TH PL N	WATER/SEWER OPERATION	218.65
94808	GREENSHIELDS	HOOK, STRAP AND CARABINER	PARK & RECREATION FAC	85.79
	GREENSHIELDS	CHAIN AND BUCKET	PARK & RECREATION FAC	478.27
94809	GREG RAIRDONS DODGE	IDLE AIR MOTOR AND THROTTLE BO	EQUIPMENT RENTAL	134.22
94810	GREGORY, DAWN	INSTRUCTOR SERVICES	RECREATION SERVICES	72.00
94811	HACH COMPANY	PORTABLE METER	WATER QUAL TREATMENT	1,309.01
94812	HANGER, DENNIS L	UB 040730000000 8905 60TH DR N	WATER/SEWER OPERATION	47.45
94813	HASLER, INC	POSTAGE	MUNICIPAL COURTS	11.86
	HASLER, INC		PERSONNEL ADMINISTRATIOI	35.11
	HASLER, INC		PARK & RECREATION FAC	46.50
	HASLER, INC		LEGAL-GENL	106.37
	HASLER, INC		UTIL ADMIN	251.19
	HASLER, INC		UTILITY BILLING	292.69
	HASLER, INC		COMMUNITY DEVELOPMENT-	432.42
	HASLER, INC		POLICE ADMINISTRATION	628.95
	HASLER, INC		EXECUTIVE ADMIN	817.55
	HASLER, INC		FINANCE-GENL	1,312.17
94814	HD FOWLER COMPANY	ELLS AND CEMENT	STORM DRAINAGE	225.00
	HD FOWLER COMPANY	PVC	SOURCE OF SUPPLY	248.26
	HD FOWLER COMPANY	LINK SEALS AND FASTENERS	SOURCE OF SUPPLY	328.07
	HD FOWLER COMPANY	STORM PROJECT SUPPLIES	STORM DRAINAGE	342.51
	HD FOWLER COMPANY	METER BOX LIDS	WATER SERVICES	439.84
	HD FOWLER COMPANY	PVC, PLUGS, ELLS AND COUPLINGS	SOURCE OF SUPPLY	1,052.05
94815	HD SUPPLY WATERWORKS	HYDRANT PARTS	WATER CAPITAL PROJECTS	2,034.32
	HD SUPPLY WATERWORKS		WATER CAPITAL PROJECTS	2,077.79
94816	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	142,433.05
94817	HEALTH FIRST CHIROP	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
94818	HERTZ EQUIPMENT RENT	BOOM LIFT RENTAL	MAINT OF GENL PLANT	1,824.48
94819	HORIZON	DRAINAGE SUPPLIES	MAINTENANCE	87.49
	HORIZON		MAINTENANCE	304.91
94820	INDUSTRIAL SUPPLY IN	SHOVELS	ER&R	216.66
94821	IRON MOUNTAIN	ROCK	GMA-PARKS	90.17
94822	JOSEPH, PETER	INSTRUCTOR SERVICES	RECREATION SERVICES	601.80
94823	KI ELECTRICAL SERV	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
94824	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	58.38
	KUNG FU 4 KIDS		RECREATION SERVICES	97.30
	KUNG FU 4 KIDS		RECREATION SERVICES	138.60

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/11/2014 TO 9/17/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
94825	KUSTOM SIGNALS INC	RADIO REPAIRS	GENERAL FUND	-1.20
	KUSTOM SIGNALS INC		POLICE PATROL	278.01
94826	LASTING IMPRESSIONS	JACKETS	ER&R	19.55
	LASTING IMPRESSIONS	TOUCH A TRUCK T-SHIRTS	RECREATION SERVICES	224.92
	LASTING IMPRESSIONS		UTIL ADMIN	224.92
	LASTING IMPRESSIONS	HATS	ER&R	495.81
94827	LICENSING, DEPT OF	CALLAN, RICHARD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SCHIEFELBEIN, FREDRICK (ORIGIN	GENERAL FUND	18.00
94828	LINKS TURF SUPPLY	COURSE SUPPLIES	GOLF COURSE	-1.59
	LINKS TURF SUPPLY		MAINTENANCE	191.68
94829	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	308.91
94830	MARTIN, MARGARET	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
94831	MARYSVILLE PRINTING	SALES TAX CREDIT FOR INV 16124	WASTE WATER TREATMENT F	-1.32
	MARYSVILLE PRINTING	ENVELOPES	FINANCE-GENL	176.48
94832	MARYSVILLE SCHOOL	FACILITY USAGE-TMS	RECREATION SERVICES	60.00
	MARYSVILLE SCHOOL	FACILITY USAGE-ACE	RECREATION SERVICES	108.00
	MARYSVILLE SCHOOL	FACILITY USAGE-TMS	RECREATION SERVICES	492.00
	MARYSVILLE SCHOOL	FACILITY USAGE-ACE	RECREATION SERVICES	1,878.00
94833	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST N	PRO-SHOP	187.54
94834	MAUL FOSTER & ALONGI	PROFESSIONAL SERVICES	STORM DRAINAGE	5,088.30
94835	MCCAIN TRAFFIC SPLY	CONTROLLER CABINET AND AUXILLA	CITY STREETS	-0.04
	MCCAIN TRAFFIC SPLY		CITY STREET-GENL	14,423.17
94836	MCGUIRE, SARAH	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
94837	MIZELL, TARA	REIMBURSE PICTURE ENLARGEMENTS	RECREATION SERVICES	31.92
	MIZELL, TARA	REIMBURSE BUSINESS APPRECIATIO	EXECUTIVE ADMIN	56.54
94838	MORENO, CRISTOBAL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
94839	NATIONAL BARRICADE	SIGNS (21)	TRANSPORTATION MANAGEM	711.33
94840	NEWMAN TRAFFIC SIGNS	SIGN BLANKS (100)	CITY STREETS	-113.95
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	1,438.95
94841	NORTH SOUND HOSE	HOSE REPAIR	WATER DIST MAINS	29.09
	NORTH SOUND HOSE	HOSE AND FITTING	PARK & RECREATION FAC	101.35
94842	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	1,155.00
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,221.90
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT F	3,894.07
94843	NORTHWEST SECURITY	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
94844	NRPA	MEMBERSHIP DUES	PARK & RECREATION FAC	390.00
94845	NW PROPERTY MANAGEME	UB 331412888000 4411 148TH ST	WATER/SEWER OPERATION	128.42
94846	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	17.73
	OFFICE DEPOT		POLICE INVESTIGATION	35.47
	OFFICE DEPOT		POLICE INVESTIGATION	39.10
	OFFICE DEPOT		TRANSPORTATION MANAGEM	63.60
	OFFICE DEPOT		POLICE INVESTIGATION	64.06
	OFFICE DEPOT		POLICE INVESTIGATION	70.10
	OFFICE DEPOT		POLICE INVESTIGATION	85.89
	OFFICE DEPOT		POLICE INVESTIGATION	122.77
	OFFICE DEPOT		YOUTH SERVICES	306.18
94847	OFFICE INTERIORS INC	CHAIR AND CHAIR REPAIR	OFFICE OPERATIONS	472.88
	OFFICE INTERIORS INC		OFFICE OPERATIONS	700.00
94848	OZONIA NORTH AMERICA	LAMPS	WASTE WATER TREATMENT F	1,489.92
94849	PAC RIM CODE SERVICE	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT-	600.00
94850	PACIFIC POWER BATTER	SCHOOL BEACON BATTERIES	TRANSPORTATION MANAGEM	166.27
94851	PACIFIC POWER PROD	SAFETY SWITCHES	PARK & RECREATION FAC	60.71
	PACIFIC POWER PROD	SEAT BOTTOMS	MAINTENANCE	83.87
94852	PARTS STORE, THE	SPARK PLUGS	MAINTENANCE	9.94
	PARTS STORE, THE	THERMOSTAT AND GASKET	EQUIPMENT RENTAL	11.92
	PARTS STORE, THE	OIL FILTERS	ER&R	13.25
	PARTS STORE, THE	GAS CAPS	PARK & RECREATION FAC	18.19

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/11/2014 TO 9/17/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
94852	PARTS STORE, THE	BULB	EQUIPMENT RENTAL	18.95
	PARTS STORE, THE	POWER STEERING HOSE	EQUIPMENT RENTAL	22.80
	PARTS STORE, THE	WHEEL SEALS	EQUIPMENT RENTAL	23.02
	PARTS STORE, THE	AIR FILTERS	ER&R	27.95
	PARTS STORE, THE	BALL JOINTS	EQUIPMENT RENTAL	36.76
	PARTS STORE, THE	GAS CAPS	PARK & RECREATION FAC	46.65
	PARTS STORE, THE	FUEL FILTERS, DEGREASER AND SP	MAINTENANCE	102.24
	PARTS STORE, THE	WIPER BLADES AND ZIP TIES	ER&R	126.39
	PARTS STORE, THE	TRAILER BALL AND CONCENTRATE	MAINTENANCE	156.77
	PARTS STORE, THE	FILTERS, LICENSE KITS, BULBS A	ER&R	240.23
	PARTS STORE, THE	HYDRAULIC HOSE, END AND SLEEVE	PARK & RECREATION FAC	248.52
	PARTS STORE, THE	BRAKE ROTORS AND BRAKE PADS	EQUIPMENT RENTAL	408.54
94853	PETTY CASH- FINANCE	MEETINGS AND WELLNESS SUPPLIES	CITY CLERK	72.00
	PETTY CASH- FINANCE		PERSONNEL ADMINISTRATIOI	101.97
94854	PHIPPS, MAX	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
94855	PILCHUCK RENTALS	BAROIL	PARK & RECREATION FAC	16.28
	PILCHUCK RENTALS	SOD CUTTER RENTAL	PARK & RECREATION FAC	106.43
	PILCHUCK RENTALS		MAINTENANCE	114.27
	PILCHUCK RENTALS	DRIVE TUBE ASSEMBLY	PARK & RECREATION FAC	449.44
94856	PUD	ACCT #2045-8436-1	STREET LIGHTING	6.93
	PUD		STREET LIGHTING	9.19
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	41.49
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	65.44
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	77.15
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	140.22
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	1,408.88
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	1,493.18
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	2,434.42
94857	SEA-ALASKA INDUSTRIA	REPAIR MX266 MOTOR	WASTE WATER TREATMENT F	569.02
94858	SEATTLE TIMES, THE	EMPLOYMENT AD	ENGR-GENL	783.74
94859	SMOKEY POINT CONCRET	DRAIN ROCK AND PIT RUN	SOURCE OF SUPPLY	1,841.40
94860	SNO CO PUBLIC WORKS	PROJECT BILLING/MRSVL AID AGRE	TRAFFIC CONTROL DEVICES	10,034.62
	SNO CO PUBLIC WORKS		WATER CAPITAL PROJECTS	34,874.28
94861	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	1,469.84
94862	SNOPAC	NEW WORLD SYSTEMS 2ND HALF	DETENTION & CORRECTION	382.76
	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	75,427.60
94863	SOLID WASTE SYSTEMS	PARTS INVOICE CREDIT CORRECTIO	EQUIPMENT RENTAL	-1,210.65
	SOLID WASTE SYSTEMS	PARTS INVOICE INCORRECT TAX	EQUIPMENT RENTAL	1,210.65
	SOLID WASTE SYSTEMS	MOUNTNG POCKETS, BEARING ASSY	EQUIPMENT RENTAL	1,236.57
94864	SOUND SAFETY	GLOVES	CRIME PREVENTION	587.04
94865	STAPLES	OFFICE SUPPLIES	COMMUNITY CENTER	6.49
	STAPLES		COMMUNITY CENTER	6.49
	STAPLES		COMMUNITY DEVELOPMENT-	10.85
	STAPLES	NAME PLATE	ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/11/2014 TO 9/17/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
94865	STAPLES	NAME PLATE	ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES		ENGR-GENL	11.40
	STAPLES	OFFICE SUPPLIES	ENGR-GENL	11.58
	STAPLES		COMMUNITY DEVELOPMENT-	20.66
	STAPLES		COMMUNITY DEVELOPMENT-	68.41
	STAPLES		COMMUNITY CENTER	80.59
	STAPLES		COMMUNITY DEVELOPMENT-	103.82
94866	STATE PATROL	BACKGROUND CHECKS-AUGUST 2014	PERSONNEL ADMINISTRATIO	60.00
94867	SUN BADGE CO	BADGES AND CASES	GENERAL FUND	-38.14
	SUN BADGE CO		POLICE PATROL	481.64
94868	TRAFFIC SAFETY SUPPL	STEEL POSTS AND ANCHOR SLEEVES	TRANSPORTATION MANAGEM	2,405.50
94869	TRIMAXX CONSTRUCTION	PAY ESTIMATE #2	SURFACE WATER CAPITAL PF459,	776.37
94870	TULALIP CHAMBER	BBH-AUGUST	CITY COUNCIL	46.00
	TULALIP CHAMBER	CHAMBER SERVICES 1ST HALF 2014	NON-DEPARTMENTAL	10,000.00
94871	UNITED PARCEL SERVIC	SHIPPING EXPENSE	GENERAL SERVICES - OVERF	2.10
	UNITED PARCEL SERVIC		WATER SERVICES	9.79
	UNITED PARCEL SERVIC		POLICE PATROL	88.90
94872	UNITED WAY	SPIRIT OF SNO CO BREAKFAST (9)	EXECUTIVE ADMIN	270.00
94873	VILLAGOMEZ, DIANA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
94874	VINYL SIGNS & BANNER	SPRAY PARK SIGN	PARK & RECREATION FAC	106.16
94875	WA REC & PARK ASSN	2014 BUSINESS INSTITUTE-HALL,	RECREATION SERVICES	110.00
94876	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	509.00
	WA STATE TREASURER		GENERAL FUND	40,682.59
94877	WABO	EMPLOYMENT AD	COMMUNITY DEVELOPMENT-	50.00
94878	WAGNER, GAVIN	UB 891043000001 5625 GROVE ST	WATER/SEWER OPERATION	54.66
94879	WEBCHECK	WEBCHECK SERVICES-AUGUST 2014	UTILITY BILLING	1,172.88
94880	WEED GRAAFSTRA	SETTLEMENT AGREEMENT	GMA - STREET	20,000.00
94881	WESTERN NURSERY	TREE	PARK & RECREATION FAC	211.77
94882	WOMER & ASSOCIATES	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT-	360.00
94883	YAMAHA MOTOR CORP	GOLF CART LEASE	PRO-SHOP	1,264.19
	YAMAHA MOTOR CORP		PRO-SHOP	2,428.80
94884	YMCA	POOL USAGE	RECREATION SERVICES	30.00

WARRANT TOTAL:

1,051,241.65

REASON FOR VOIDS:

CHECK # 93503

CHECK LOST IN MAIL

(100.00)

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

1,051,141.65

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 13, 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 **September 24, 2014** claims in the amount of **\$1,125,935.38** paid by **Check No.'s 94885 through 95083 with no Check No. voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
 FOR
PERIOD-9

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,125,935.38 PAID BY CHECK NO.'S 94885 THROUGH 95083 WITH NO CHECK NO. 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 **13TH DAY OF OCTOBER 2014.**

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 9/18/2014 TO 9/24/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
94885	AAA OF EVERETT	CARBON DIOXIDE	WATER/SEWER OPERATION	54.60
94886	AAPP	POLYGRAPH DUES-KING, J	POLICE PATROL	125.00
94887	ABOU-ZAKI, KAMAL	INTERPRETER SERVICES	COURTS	150.00
94888	AIRWATCH LLC	MOBILE DEVICE MANAGEMENT	WATER CAPITAL PROJECTS	1,860.00
94889	AMSAN SEATTLE	JANITORIAL SUPPLIES	ADMIN FACILITIES	276.96
	AMSAN SEATTLE		MAINT OF GENL PLANT	352.62
	AMSAN SEATTLE		WASTE WATER TREATMENT F	370.43
	AMSAN SEATTLE		COURT FACILITIES	380.24
	AMSAN SEATTLE		UTIL ADMIN	402.08
	AMSAN SEATTLE		PUBLIC SAFETY BLDG.	421.82
94890	ANDERSON, BONNIE	JURY DUTY	COURTS	12.00
94891	APOLLO CONCRETE	CUT OPENING FOR NEW DOOR-WWTP	WASTE WATER TREATMENT F	950.25
94892	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.13
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.01
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.28
94893	ARLINGTON POWER	BLOWER TUBE	STORM DRAINAGE	13.60
	ARLINGTON POWER	TRIMMER REPAIR	WATER RESERVOIRS	38.39
	ARLINGTON POWER		ROADSIDE VEGETATION	38.39
	ARLINGTON POWER		WATER RESERVOIRS	38.39
	ARLINGTON POWER		ROADSIDE VEGETATION	38.39
	ARLINGTON POWER	MOWER REPAIR	ROADSIDE VEGETATION	161.69
	ARLINGTON POWER		WATER RESERVOIRS	161.70
94894	BANK OF AMERICA	MEAL REIMBURSEMENT	EXECUTIVE ADMIN	20.14
94895	BANK OF AMERICA	SUPPLY REIMBURSEMENT	UTIL ADMIN	107.51
94896	BANK OF AMERICA	TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	150.00
94897	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-10.15
	BANK OF AMERICA		COMPUTER SERVICES	0.58
	BANK OF AMERICA		PROBATION	32.04
	BANK OF AMERICA		MUNICIPAL COURTS	96.13
	BANK OF AMERICA		TRIBAL GAMING-GENL	325.79
94898	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	CITY COUNCIL	69.57
	BANK OF AMERICA		PARK & RECREATION FAC	69.57
	BANK OF AMERICA		EXECUTIVE ADMIN	75.57
	BANK OF AMERICA		CITY COUNCIL	310.20
94899	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-51.64
	BANK OF AMERICA		POLICE ADMINISTRATION	652.01
94900	BANK OF AMERICA		GENERAL FUND	-5.17
	BANK OF AMERICA		EXECUTIVE ADMIN	65.28
	BANK OF AMERICA		PARK & RECREATION FAC	121.66
	BANK OF AMERICA		RECREATION SERVICES	125.50
	BANK OF AMERICA		PROTECTIVE INSPECTIONS	3,043.43
94901	BARTH, CLARENCE	UB 461170000000 5827 145TH ST	WATER/SEWER OPERATION	27.04
94902	BEARD, EMILY	WITNESS FEES	MUNICIPAL COURTS	43.00
94903	BEHREND, TODD	JURY DUTY	COURTS	11.00
94904	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	1,185.74
94905	BICKFORD FORD	BLOWER MOTOR	EQUIPMENT RENTAL	54.75
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	443.77
	BICKFORD FORD		ER&R	443.77
94906	BINGHAM, STEVEN	JURY DUTY	COURTS	16.00
94907	BLUMENTHAL UNIFORMS	COMMENDATION BARS	POLICE ADMINISTRATION	63.42
	BLUMENTHAL UNIFORMS		POLICE ADMINISTRATION	95.13
94908	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	71.19
94909	BOYD, RAE	INMATE MEDICAL CARE-AUGUST 201	DETENTION & CORRECTION	2,750.00
94910	BRIGGS, KRISTI	JURY DUTY	COURTS	14.00
94911	BYDE, DOUG	TOUCH A TRUCK EXPENSES	UTIL ADMIN	120.31
94912	CALL, CAMERON	UB 038212820000 8212 82ND ST N	WATER/SEWER OPERATION	78.72
94913	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00

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94914	CARTAS, WHITNEY	UB 094720145000 4720 145TH ST	WATER/SEWER OPERATION	24.12
	CARTAS, WHITNEY		WATER/SEWER OPERATION	247.37
94915	CASILLAS, MELISSA	JURY DUTY	COURTS	16.00
94916	CEMEX	ASPHALT	ROADWAY MAINTENANCE	216.22
	CEMEX		GMA-PARKS	10,638.62
	CEMEX		GMA-PARKS	15,925.59
94917	CEMEX	PAY ESTIMATE #1	ROADWAY MAINTENANCE	376,121.48
94918	CENTRAL WELDING SUPP	SAFETY VESTS	ER&R	227.91
94919	CHAMPION BOLT	HARDWARE	STORM DRAINAGE	18.59
	CHAMPION BOLT		SEWER MAIN COLLECTION	18.59
94920	COLBY, DANIEL & SUSA	UB 890310000001 5122 80TH ST N	WATER/SEWER OPERATION	40.86
94921	COMMERCE DEPT OF	CONTRACT #02-65102-031 PRINCIP	ENTERPRISE D/S	33,359.67
	COMMERCE DEPT OF		ENTERPRISE D/S	222,397.82
94922	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	ER&R	65.01
94923	CORNWELL TOOLS	COMBO TOOL SET	EQUIPMENT RENTAL	523.60
94924	CORPORATE OFFICE SPL	WYPALL WIPES	ER&R	191.03
94925	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,044.92
94926	CRISTIANO'S	MEETING LUNCH	EXECUTIVE ADMIN	32.09
	CRISTIANO'S	BUSINESS APPRECIATION EVENT	EXECUTIVE ADMIN	567.72
94927	CRYSTAL SPRINGS	WATER COOLER RENTAL AND WATER	SOLID WASTE OPERATIONS	41.12
	CRYSTAL SPRINGS		WASTE WATER TREATMENT F	110.13
94928	DAN LUCKEY	UB 720800000000 6909 21ST DR N	WATER/SEWER OPERATION	25.70
94929	DAY WIRELESS SYSTEMS	ONSITE SMD CALIBRATIONS	POLICE PATROL	923.10
94930	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	DB SECURE SHRED		MUNICIPAL COURTS	50.38
94931	DEAVER ELECTRIC	REPAIR DOCK PEDESTAL	STORM DRAINAGE	198.74
94932	DELL	FIELD LAPTOPS AND ACCESSORIES	WATER QUAL TREATMENT	234.36
	DELL		SEWER MAIN COLLECTION	234.36
	DELL		SEWER MAIN COLLECTION	2,512.74
	DELL		WATER QUAL TREATMENT	2,512.75
94933	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	SOURCE OF SUPPLY	96.65
	DIAMOND B CONSTRUCT	REPAIR HEAT PUMPS	WASTE WATER TREATMENT F	105.34
	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	PARK & RECREATION FAC	202.41
	DIAMOND B CONSTRUCT		NON-DEPARTMENTAL	226.97
	DIAMOND B CONSTRUCT		MAINT OF GENL PLANT	246.19
	DIAMOND B CONSTRUCT		COMMUNITY CENTER	299.06
	DIAMOND B CONSTRUCT	ADJUST CONTROLS	LIBRARY-GENL	474.04
	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	WATER FILTRATION PLANT	611.62
	DIAMOND B CONSTRUCT		MAINTENANCE	669.20
	DIAMOND B CONSTRUCT		COURT FACILITIES	800.53
	DIAMOND B CONSTRUCT		UTIL ADMIN	814.20
	DIAMOND B CONSTRUCT		ADMIN FACILITIES	864.24
	DIAMOND B CONSTRUCT		WASTE WATER TREATMENT F	1,023.60
	DIAMOND B CONSTRUCT		LIBRARY-GENL	1,116.55
	DIAMOND B CONSTRUCT		PUBLIC SAFETY BLDG.	1,234.23
	DIAMOND B CONSTRUCT	REPAIR COMPRESSOR	NON-DEPARTMENTAL	2,196.52
94934	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.44
	DICKS TOWING		EQUIPMENT RENTAL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-7037	POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-7159	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-7175	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-7370	POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
34935	DIGITAL DOLPHIN SUPP	TONER CREDIT	POLICE PATROL	-194.47
	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-15.37

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94935	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-11.96
	DIGITAL DOLPHIN SUPP	TONER CREDIT	GENERAL FUND	15.40
	DIGITAL DOLPHIN SUPP	TONER	PRO ACT TEAM	151.04
	DIGITAL DOLPHIN SUPP		CRIME PREVENTION	194.12
94936	DOBNIK, FRANK	UB 420750112001 16415 40TH AVE	WATER/SEWER OPERATION	12.55
94937	DORAN, MICHELLE	JURY DUTY	COURTS	11.00
94938	DRIVELINES NW	REBUILD DRIVELINE	EQUIPMENT RENTAL	114.66
94939	DUNLAP INDUSTRIAL	GRINDER WHEELS AND GRINDER	FACILITY MAINTENANCE	398.25
	DUNLAP INDUSTRIAL	BLADES AND TOOL KIT	FACILITY MAINTENANCE	538.52
94940	E&E LUMBER	MAG SETTERS AND HANGER	COMMUNITY CENTER	6.25
	E&E LUMBER	COVER, BOX AND WALL PLATE	COMMUNITY CENTER	8.62
	E&E LUMBER	MAG SETTERS AND HANGER	MAINT OF GENL PLANT	10.55
	E&E LUMBER	SPRAY PAINT AND PAINT	PARK & RECREATION FAC	14.57
	E&E LUMBER	GRAFITTI SUPPLIES	COMMUNITY DEVELOPMENT-	15.64
	E&E LUMBER	ELBOW, PRIMER AND CEMENT	STREET CLEANING	18.71
	E&E LUMBER	COMPOUND	WASTE WATER TREATMENT F	19.06
	E&E LUMBER	HOOKS, BRUSHES AND CEMENT	UTIL ADMIN	24.32
	E&E LUMBER	BATTERIES, PAINT AND TAPE	PARK & RECREATION FAC	30.01
	E&E LUMBER	GRAFITTI SUPPLIES	COMMUNITY DEVELOPMENT-	31.21
	E&E LUMBER	TAPE, CEMENT, PLASTIC AND MARK	WASTE WATER TREATMENT F	35.20
	E&E LUMBER	DIGGER	PARK & RECREATION FAC	36.48
	E&E LUMBER	STEEL WOOL AND RAGS	FACILITY MAINTENANCE	37.50
	E&E LUMBER	HORNET SPRAY	STORM DRAINAGE	43.66
	E&E LUMBER	SHELVING	ENGR-GENL	43.72
	E&E LUMBER	HOSE, TAPE, VALVE AND HEAT TRA	WASTE WATER TREATMENT F	46.56
	E&E LUMBER	TRASH CANS	PARK & RECREATION FAC	71.90
	E&E LUMBER	GLUE, HORNET SPRAY, NOZZLES AN	ER&R	273.79
	E&E LUMBER	CEILING TILES	PUBLIC SAFETY BLDG.	537.57
	E&E LUMBER	FRAMING SUPPLIES	CAPITAL OUTLAY	895.86
94941	EDGERTON, CARMEN	UB 241130000000 5309 105TH ST	WATER/SEWER OPERATION	23.40
94942	ENVIRO OPERATING	MICRO C 1000-55 GAL DRUM	WASTE WATER TREATMENT F	458.73
94943	ERSKINE, DANIEL	JURY DUTY	COURTS	11.00
94944	EVERETT OFFICE	FILE CABINET AND BOOKCASE	WASTE WATER TREATMENT F	161.62
94945	EVERETT TIRE & AUTO	TIRES (4)	EQUIPMENT RENTAL	485.57
	EVERETT TIRE & AUTO	TIRES (5)	ER&R	599.32
94946	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	48.60
	EVERETT, CITY OF		STORM DRAINAGE	216.00
94947	FARLER, MARY	JURY DUTY	COURTS	11.00
94948	FERRELLGAS	PROPANE	TRAFFIC CONTROL DEVICES	36.87
	FERRELLGAS		SOLID WASTE OPERATIONS	36.88
	FERRELLGAS		WATER SERVICE INSTALL	36.88
	FERRELLGAS		ROADWAY MAINTENANCE	36.88
94949	FLORATINE NORTHWEST	FERTILIZER	MAINTENANCE	1,176.08
94950	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	44.13
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	46.04
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	46.04
	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	50.42
94951	GMS INDUSTRIAL	OIL ABSORBANT PADS	MAINTENANCE	201.00
94952	GOTCHA PEST CONTROL	PEST CONTROL	ADMIN FACILITIES	217.20
	GOTCHA PEST CONTROL		PARK & RECREATION FAC	271.50
34953	GOVCONNECTION INC	PERIPHERALS	COMPUTER SERVICES	238.88
34954	GRAINGER	STORAGE CABINET	EQUIPMENT RENTAL	362.45
34955	GRANDVIEW MANAGEMENT	UB 212541700000 5016 126TH ST	WATER/SEWER OPERATION	29.60
34956	GRAYBAR ELECTRIC CO	LIGHTING	PARK & RECREATION FAC	522.63
34957	GREENHAUS PORTABLE	PORTABLE RENTALS	PARK & RECREATION FAC	855.00
34958	GREG RAIRDONS DODGE	HEATER MOTOR AND RESISTOR	EQUIPMENT RENTAL	192.70
34959	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	120.00

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94959	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	165.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	202.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
94960	HARJO, PATTIPEG	REFUND CLASS FEES	PARKS-RECREATION	144.00
94961	HD FOWLER COMPANY	QUICK JOINT CREDIT	WATER/SEWER OPERATION	-265.81
	HD FOWLER COMPANY	PAINT MARKER STICK CREDIT	ER&R	-31.14
	HD FOWLER COMPANY		ER&R	-16.77
	HD FOWLER COMPANY	PAINT MARKER STICK AND PAINT	ER&R	136.17
	HD FOWLER COMPANY	QUICK JOINTS	WATER/SEWER OPERATION	200.17
	HD FOWLER COMPANY	RESETTERS	WATER/SEWER OPERATION	276.46
	HD FOWLER COMPANY	PAINT MARKER STICKS, PAINT AND	ER&R	358.47
	HD FOWLER COMPANY	QUICK JOINTS AND RESETTERS	WATER/SEWER OPERATION	404.03
	HD FOWLER COMPANY	ADAPTERS AND COUPLERS	WATER/SEWER OPERATION	452.95
	HD FOWLER COMPANY	COUPLINGS AND COPPER TUBE	WATER/SEWER OPERATION	464.50
	HD FOWLER COMPANY	VALVE BOX RISERS	WATER/SEWER OPERATION	489.36
	HD FOWLER COMPANY	RESETTERS	WATER/SEWER OPERATION	518.37
	HD FOWLER COMPANY	SETTERS	WATER/SEWER OPERATION	567.48
	HD FOWLER COMPANY	PIPE, TEES AND COUPLINGS	SOURCE OF SUPPLY	1,169.40
	HD FOWLER COMPANY	POLYMER LIDS	WATER/SEWER OPERATION	1,905.94
94962	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	9,699.71
94963	HEALTH, DEPT OF	2013 WATERSHED REPORT REVIEW	UTIL ADMIN	1,377.00
94964	HEIKKOLA, KEELO	UB 757404000000 7404 56TH PL N	WATER/SEWER OPERATION	9.32
94965	HERR, GINGER	REFUND SPECIAL EVENT FEES	GENL FUND BUS LIC & PERMI	100.00
94966	HERTZ EQUIPMENT RENT	DOZER RENTAL	GMA-PARKS	3,716.71
94967	HIBBERT, RANDY	JURY DUTY	COURTS	12.00
94968	HIGHTOWER, BRITTANY		COURTS	11.00
94969	HOLT, JAMES	UB 331100000000 3609 150TH PL	GARBAGE	18.87
	HOLT, JAMES		WATER/SEWER OPERATION	41.48
94970	HUBBARD, DOREEN	UB 220410000000 12720 48TH AVE	WATER/SEWER OPERATION	149.91
94971	HUNTLEY, WILLIAM	UB 846000050001 7111 77TH AVE	WATER/SEWER OPERATION	30.53
94972	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
94973	IKEGWUOHA, FRANCESSE	JURY DUTY	COURTS	14.00
94974	INTERSTATE BATTERY	BATTERIES	ER&R	401.21
94975	IRON MOUNTAIN	ROCK	GMA-PARKS	90.25
94976	JEWELL, HARRISON & G	UB 757547140000 4714 75TH AVE	WATER/SEWER OPERATION	50.00
94977	JOHNSON, MORRIS	UB 070500000003 9327 58TH DR N	WATER/SEWER OPERATION	11.48
94978	JONES, DICK	UB 051011050000 8907 57TH DR N	WATER/SEWER OPERATION	19.26
94979	KAHM, KIMBERLEE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
94980	KELLER SUPPLY COMPAN	FAUCET AND CONNECTOR	COURT FACILITIES	93.12
	KELLER SUPPLY COMPAN	TANK AND DRAIN OPENER	MAINT OF GENL PLANT	151.94
94981	KINGSFORD, ANDREA	TOUCH A TRUCK EXPENSES	RECREATION SERVICES	64.94
94982	KJR ROOFING LLC	PAY ESTIMATE #1	WATER/SEWER OPERATION	-5,900.00
	KJR ROOFING LLC		WATER RESERVOIRS	12,814.80
94983	KUEHN, GREGORY	UB 761281600002 6324 69TH DR N	WATER/SEWER OPERATION	534.18
94984	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
94985	LABOR & INDUSTRIES	FAILURE TO CORRECT VIOLATIONS	ADMIN FACILITIES	114.10
94986	LAKE STEVENS SCHOOL	MITIGATION FEES-AUGUST 2014	SCHOOL MIT FEES	9,384.00
94987	LAW, LYMAN, DANIEL, KAM	LEGAL SERVICE	NON-DEPARTMENTAL	38.94
	LAW, LYMAN, DANIEL, KAM		WASTE WATER TREATMENT F	116.81
94988	LEONARD, REMY	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
	LEONARD, REMY		MUNICIPAL COURTS	370.00
94989	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	84.90
94990	LINDAHL, DARIN	JURY DUTY	COURTS	14.00
94991	LOWES HIW INC	HARDWARE	MAINT OF GENL PLANT	20.62
	LOWES HIW INC	ENTRY LOCK	MAINT OF GENL PLANT	28.92

DATE: 9/24/2014
TIME: 11:28:59AM

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94991	LOWES HIW INC	ENTRY LOCK	UTIL ADMIN	30.96
	LOWES HIW INC	ENTRY MATS AND GARBAGE CANS	WASTE WATER TREATMENT F	55.73
	LOWES HIW INC	STEP LADDER	FACILITY MAINTENANCE	76.49
	LOWES HIW INC	NAILS, HAMMER AND PRY BAR	WATER DIST MAINS	118.11
	LOWES HIW INC	HARDWARE	SOURCE OF SUPPLY	154.58
94992	MARYSVILLE PRINTING	POLLUTION PREVENTION MATERIAL	STORM DRAINAGE	202.21
	MARYSVILLE PRINTING	BUSINESS CARDS	CRIME PREVENTION	524.00
	MARYSVILLE PRINTING	DV NCO FORMS	MUNICIPAL COURTS	803.64
94993	MARYSVILLE SCHOOL	MITIGATION FEES-AUGUST 2014	SCHOOL MIT FEES	5,637.00
94994	MATERIALS TESTING &	SR 528 & 53RD AVE SERVICES PER	GMA - STREET	520.25
94995	MCKINLEY, CARLIN	UB 901045000002 1509 1ST ST	WATER/SEWER OPERATION	37.37
94996	MCLOUGHLIN & EARDLEY	STROBE BEACON LIGHTS	ER&R	-17.54
	MCLOUGHLIN & EARDLEY		ER&R	221.44
94997	MEEK, VIVIAN	UB 767412000000 7409 60TH PL N	WATER/SEWER OPERATION	1.26
	MEEK, VIVIAN		WATER/SEWER OPERATION	171.83
94998	MICROFLEX INC	SALES TAX AUDIT PROGRAM-AUGUST	FINANCE-GENL	30.24
94999	MIRANDA, KAITLIN	JURY DUTY	COURTS	16.00
95000	MOTOROLA	RADIO AND ACCESSORIES	POLICE PATROL	9,309.74
95001	NATIONAL BARRICADE	RWA SIGNS	TRAFFIC CONTROL DEVICES	529.97
95002	NELSON PETROLEUM	GREASE	ER&R	156.57
	NELSON PETROLEUM	FUEL CONSUMED	MAINTENANCE	1,129.25
95003	NELSON, ERIN & GRAHA	UB 091460046000 14600 46TH AVE	WATER/SEWER OPERATION	97.76
95004	NJROTC BOOSTER CLUB	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
95005	NORTON, TIFFANY	REFUND CLASS FEES	PARKS-RECREATION	20.00
95006	NOVY, JERRI	JURY DUTY	COURTS	17.00
95007	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	11.74
	OFFICE DEPOT		ENGR-GENL	11.75
	OFFICE DEPOT		UTIL ADMIN	20.42
	OFFICE DEPOT		UTIL ADMIN	32.24
	OFFICE DEPOT		ENGR-GENL	56.90
	OFFICE DEPOT		UTIL ADMIN	56.90
	OFFICE DEPOT		FACILITY MAINTENANCE	68.40
	OFFICE DEPOT		UTIL ADMIN	88.87
	OFFICE DEPOT		UTIL ADMIN	94.91
	OFFICE DEPOT		UTIL ADMIN	108.36
	OFFICE DEPOT		UTIL ADMIN	121.67
	OFFICE DEPOT		YOUTH SERVICES	194.48
	OFFICE DEPOT		UTIL ADMIN	375.62
	OFFICE DEPOT		UTIL ADMIN	418.51
95008	OUTSEN, MIKE & LAURA	UB 890520000000 5321 79TH PL N	WATER/SEWER OPERATION	95.74
95009	PARTS STORE, THE	CORE REFUND	EQUIPMENT RENTAL	-32.58
	PARTS STORE, THE	COOLANT RESERVOIR	EQUIPMENT RENTAL	7.55
	PARTS STORE, THE	ADAPTER	EQUIPMENT RENTAL	12.11
	PARTS STORE, THE	CAR WASH SOAP	ER&R	18.45
	PARTS STORE, THE	TRANS FILTER KIT	EQUIPMENT RENTAL	29.01
	PARTS STORE, THE	FILTERS	ER&R	39.75
	PARTS STORE, THE	BRACKETS, FILTERS AND WW FLUID	ER&R	55.51
	PARTS STORE, THE	ICE SCRAPERS	ER&R	67.31
	PARTS STORE, THE	BATTERY W/CORE CHARGE	EQUIPMENT RENTAL	120.54
	PARTS STORE, THE	BATTERY AND OIL FILTER	EQUIPMENT RENTAL	133.22
	PARTS STORE, THE	HOSE AND FITTINGS	PARK & RECREATION FAC	143.03
	PARTS STORE, THE	FILTERS, BULBS AND CAR WASH SO	ER&R	224.30
	PARTS STORE, THE	FILTERS, WIPER BLADES AND LIGH	ER&R	236.56
35010	PARTSMASER	DRILL BITS AND WELDING HELMETS	EQUIPMENT RENTAL	229.32
35011	PAYFIRST PROPERTIES	UB 091471347000 14713 47TH AVE	WATER/SEWER OPERATION	127.00
35012	PAYMENTUS	TRANSACTION FEES-AUGUST 2014	UTILITY BILLING	11,177.95
35013	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	136.40

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95013	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	170.50
95014	PEARSON, APRIL	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
95015	PERRY, THERESA	JURY DUTY	COURTS	16.00
95016	PETRICK, EUGENE E	BOLLARD ASSEMBLIES	GMA-PARKS	1,715.88
95017	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	47.31
	PETROCARD SYSTEMS		ENGR-GENL	149.27
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	175.39
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	274.74
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	496.72
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,325.44
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,704.90
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	3,706.31
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,431.17
	PETROCARD SYSTEMS		POLICE PATROL	8,591.08
95018	PETTY CASH- POLICE	AWARDS CEREMONY, POSTAGE AND S	CRIME PREVENTION	133.93
95019	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
95020	PIKE, CHARLENE	JURY DUTY	COURTS	21.00
95021	PILCHUCK RENTALS	JUMPING JACK	SEWER MAIN COLLECTION	1,224.99
	PILCHUCK RENTALS		STORM DRAINAGE	1,225.00
95022	PLATT ELECTRIC	LIGHT BULBS	MAINT OF GENL PLANT	720.67
95023	PR DIAMOND PRODUCTS	SAW BLADES	WATER/SEWER OPERATION	-28.21
	PR DIAMOND PRODUCTS		WATER SERVICE INSTALL	356.21
95024	PREFERRED ELECTRIC	POWER EXHAUST FANS	FACILITY REPLACEMENT	352.95
	PREFERRED ELECTRIC	RECEPTACLES AND DATA CHASES	COURT FACILITIES	352.95
95025	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	32.03
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	40.43
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	47.40
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	53.80
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	76.78
	PUD	ACCT #2030-0516-0	STREET LIGHTING	81.21
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	94.57
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	94.70
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	201.37
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	233.64
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	258.24
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	307.85
	PUD	ACCT #2020-0351-3	PUMPING PLANT	334.45
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	543.46
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	815.52
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	1,035.16
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,378.81
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,684.85
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	2,726.73
	PUD	ACCT #2011-4725-3	PUMPING PLANT	2,821.41
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,357.14
	PUD	ACCT #2015-7792-1	PUMPING PLANT	4,233.95
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	7,503.55
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	7,831.59
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	16,788.33
95026	PUD	COMEFORD PARK INSPECTION AND C	FACILITY REPLACEMENT	645.00
95027	PUGET SOUND SECURITY	LOCK SET	PARK & RECREATION FAC	14.09
95028	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	753.38
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,260.12
95029	RIELEY, JAHNI	JURY DUTY	COURTS	21.00
95030	ROBERTS, SHERRI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
95031	ROLAPP, BARRY	UB 763290000000 6411 65TH PL N	WATER/SEWER OPERATION	161.00
95032	RUBALCAVA, BARBARA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/18/2014 TO 9/24/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
95033	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	555.00
95034	SANDSTROM, JUDITH	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
95035	SCIENTIFIC SUPPLY	TEST TUBE BASKET	WASTE WATER TREATMENT F	46.29
	SCIENTIFIC SUPPLY	CYLINDERS, BAR KITS, BOTTLES A	WASTE WATER TREATMENT F	1,348.14
95036	SCORE	INMATE HOUSING-AUGUST 2014	DETENTION & CORRECTION	53,405.00
95037	SCOTT, LAURA	JURY DUTY	COURTS	11.92
95038	SHERWIN WILLIAMS	CURB PAINTING SUPPLIES	SIDEWALKS MAINTENANCE	190.81
95039	SITELINES PARK & PLA	SWING REPAIR	PARK & RECREATION FAC	521.28
95040	SKAGIT PLUMBING	PLUMBING SERVICES	PUBLIC SAFETY BLDG.	217.20
95041	SKOCILICK, RACHEL	UB 950280000002 1042 CEDAR AVE	WATER/SEWER OPERATION	110.07
95042	SLINDE, DOROTHY	UB 131390100000 11408 46TH AVE	WATER/SEWER OPERATION	5.80
95043	SNO CO PARKS & REC	MARYSVILLE SIGNS	PARK & RECREATION FAC	50.00
95044	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	136,660.00
95045	SNO CO SUPERIOR	BAIL POSTED	GENERAL FUND	500.00
95046	SONITROL	SECURITY MONITORING	PARK & RECREATION FAC	132.00
	SONITROL		UTIL ADMIN	133.00
	SONITROL		COMMUNITY CENTER	142.00
	SONITROL		PUBLIC SAFETY BLDG.	160.00
	SONITROL		MAINT OF GENL PLANT	286.00
	SONITROL		ADMIN FACILITIES	333.00
	SONITROL		WASTE WATER TREATMENT F	491.01
95047	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	204.20
95048	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-	409.31
95049	SOUND PUBLISHING		ENGR-GENL	349.89
	SOUND PUBLISHING		EXECUTIVE ADMIN	391.69
95050	SOUND SAFETY	VEST, BOOTS AND RUBBER BOOTS-G	STORM DRAINAGE	166.86
	SOUND SAFETY	GLOVES	ER&R	221.68
	SOUND SAFETY		ER&R	276.93
	SOUND SAFETY	KNEEPADS, GLOVES AND EARPLUGS	ER&R	287.21
	SOUND SAFETY	GLOVES	ER&R	321.46
95051	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIO	164.16
	STAPLES		PARK & RECREATION FAC	207.99
95052	STATE AUDITORS OFFIC	AUDIT PERIOD 13-13	NON-DEPARTMENTAL	295.96
	STATE AUDITORS OFFIC		UTIL ADMIN	295.96
95053	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	247.50
95054	STILES, EMMA	AWARD SUPPLIES	POLICE ADMINISTRATION	48.44
95055	STILLY-SNOHOMISH	INGRAHAM WETLAND MAINTENANCE	STORM DRAINAGE	3,800.00
95056	SURINDER PAUL ATTRI	UB 950254000001 1028 CEDAR AVE	WATER/SEWER OPERATION	23.69
95057	SWICK-LAFAVE, JULIE	JAIL SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	54.27
95058	SYSTEMS INTERFACE	CREDIT PROJECT SERVICES	WATER CAPITAL PROJECTS	-776.49
	SYSTEMS INTERFACE		WATER CAPITAL PROJECTS	-245.00
	SYSTEMS INTERFACE	PROJECT SERVICES	WATER CAPITAL PROJECTS	147.00
	SYSTEMS INTERFACE		WATER CAPITAL PROJECTS	245.00
	SYSTEMS INTERFACE		WATER CAPITAL PROJECTS	705.90
95059	TALMADGE-FITZPATRICK	LEGAL SERVICES	NON-DEPARTMENTAL	232.50
	TALMADGE-FITZPATRICK		WASTE WATER TREATMENT F	697.50
95060	TAYLOR, MISTY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
95061	THORSON, LEIF & CRIS	UB 765614000000 5614 76TH AVE	WATER/SEWER OPERATION	336.13
95062	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	205.17
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG.	205.17
95063	TIME KEEPING SYSTEMS	GUARD PLUS 1 SUPPORT RENEWAL	DETENTION & CORRECTION	295.00
95064	TITLEIST	GOLF BALLS	GOLF COURSE	115.00
	TITLEIST		GOLF COURSE	115.00
	TITLEIST	VISORS	GOLF COURSE	141.64
95065	TOTAL RENTAL CENTER	BUSINESS APPRECIATION TABLES A	EXECUTIVE ADMIN	503.14
95066	TULALIP TRIBAL COURT	BAIL POSTED	GENERAL FUND	500.00
95067	UTILITIES UNDERGROUN	EXCAVATION NOTICES-AUGUST 2014	UTILITY LOCATING	540.54

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/18/2014 TO 9/24/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
95068	VALLEY FREIGHTLINER	UJOINT, YOKE, BEARING AND HARD	EQUIPMENT RENTAL	322.75
95069	VINYL SIGNS & BANNER	SPRAY PARK SIGN	PARK & RECREATION FAC	106.16
95070	WA REC & PARK ASSN	2014 BUSINESS INSTITUTE-BURGES	COMMUNITY CENTER	110.00
95071	WARREN, STACEY	WITNESS FEES	MUNICIPAL COURTS	18.40
95072	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	2,032.04
95073	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	15.38
	WAXIE SANITARY SUPPL		MAINTENANCE	437.51
95074	WAYNE'S AUTO DETAIL	COMPLETE DETAIL	EQUIPMENT RENTAL	206.29
95075	WEED GRAAFSTRA	SETTLEMENT AGREEMENT	GMA - STREET	27,280.00
95076	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	204.74
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	682.51
95077	WESTERN EQUIPMENT	BEDKNIVES	MAINTENANCE	143.51
	WESTERN EQUIPMENT	HYDRAULIC CYLINDER	MAINTENANCE	340.50
95078	WETZEL, DOUGLAS	JURY DUTY	COURTS	15.00
95079	WILBUR-ELLIS	DECONTAMINANT	MAINTENANCE	353.67
95080	WOODIN, JORDAN	JURY DUTY	COURTS	11.00
95081	WOODS, JOHN R & SHAR	UB 848569820000 8569 82ND ST N	WATER/SEWER OPERATION	43.71
95082	YAKIMA COUNTY DOC	INMATE HOUSING-AUGUST 2014	DETENTION & CORRECTION	15,389.79
95083	YOUNGREN FAMILY TRUS	UB 980098000985 3807 98TH ST N	GARBAGE	25.00

WARRANT TOTAL:

1,125,935.38

REASON FOR VOIDS:


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

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 13, 2014

AGENDA ITEM: Contract Award – 2014 Shoulder Improvement Program	
PREPARED BY: Jeff Laycock, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Certified Bid Tabulation, Vicinity Map	
BUDGET CODE: 10111561.5489200.1303	AMOUNT: \$99,233.00

SUMMARY:

The 2014 Shoulder Improvement Program includes the construction of asphalt shoulders as shown on the attached vicinity map.

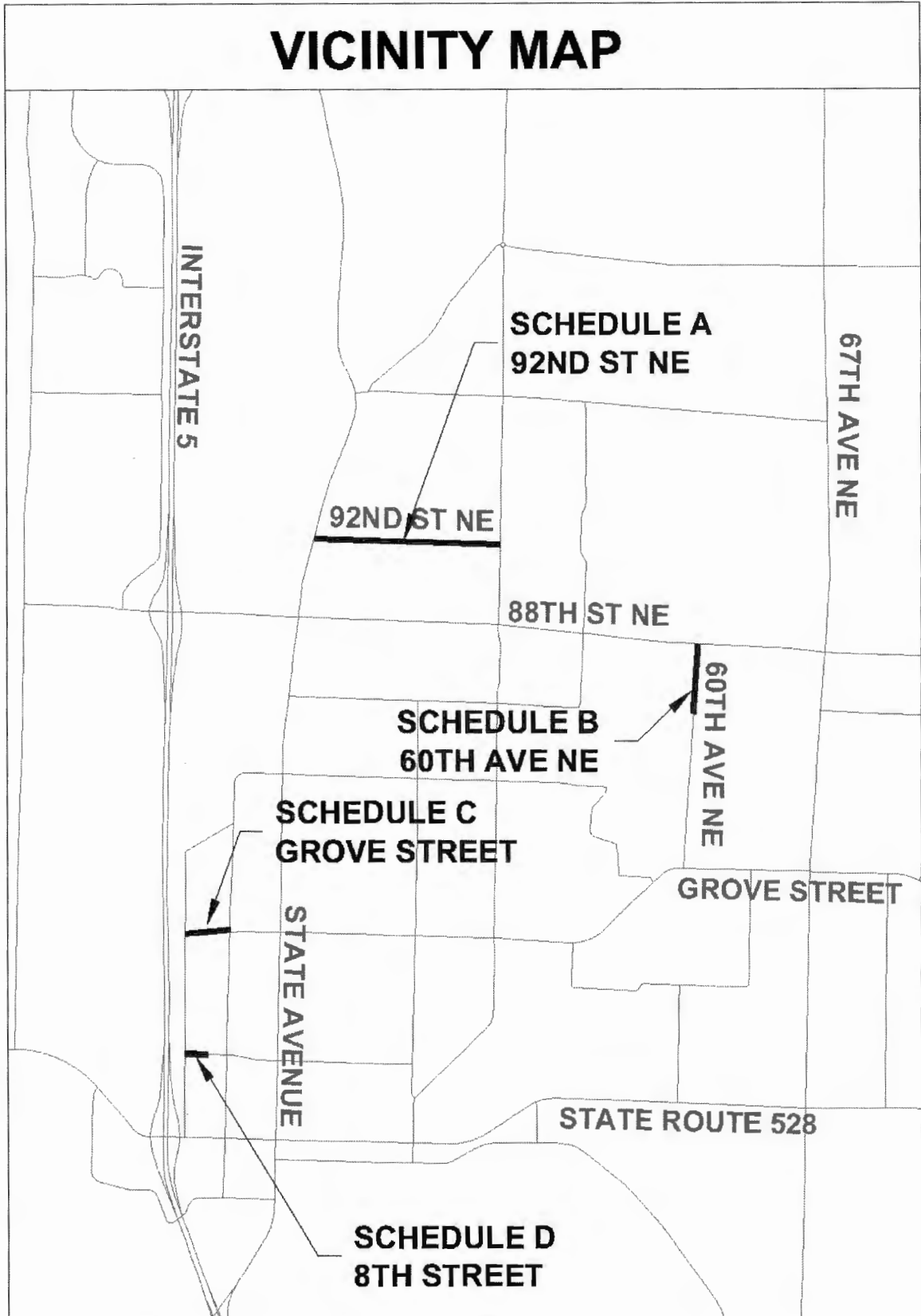
The project was advertised for a September 23, 2014 bid opening. The City received 4 bids as shown on the attached bid tabulation. The low bidder was Northend Excavating, Inc. at \$91,733.00. The project was estimated at \$109,950.00. References have been checked and found to be satisfactory.

Contract Bid:	\$91,733.00
<u>Management Reserve:</u>	<u>\$7,500.00</u>
Construction Total:	\$99,233.00

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the contract for the 2014 Shoulder Improvement Program to Northend Excavating, Inc. in the amount of \$91,733.00 including Washington State Sales Tax and approve a management reserve of \$7,500.00 for a total allocation of \$99,233.00.

VICINITY MAP





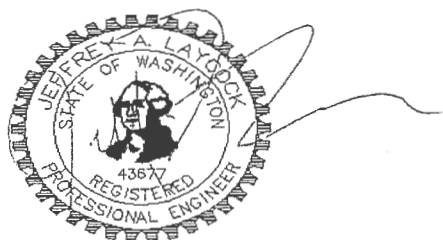
2014 Shoulder Improvement Program Certified Bid Tab

9/24/2014

Apparent Low Bid

SCHEDULE A - 92ND ST NE SHOULDER (STATE AVE TO 51ST AVE)				Engineer's Estimate		Northend Excavating, Inc.		Trinity Contractors, Inc.		Aurora Engineering, Inc.		SRV Construction, Inc.		
Section	Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-09.7	1A	MOBILIZATION	LS	1	\$5,500.00	\$5,500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$8,500.00	\$8,500.00	\$9,700.00	\$9,700.00
1-10.5	2A	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$7,500.00	\$7,500.00	\$2,678.00	\$2,678.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$13,650.00	\$13,650.00
5-03.5	3A	SHOULDER IMPROVEMENT	SF	16250	\$3.00	\$48,750.00	\$2.40	\$39,000.00	\$3.50	\$56,875.00	\$4.22	\$68,575.00	\$5.50	\$89,375.00
8-02.5	4A	PROPERTY RESTORATION	LS	1	\$7,500.00	\$7,500.00	\$1,250.00	\$1,250.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$11,832.00	\$11,832.00
8-22.5	5A	PAVEMENT MARKINGS	LS	1	\$5,000.00	\$5,000.00	\$9,548.00	\$9,548.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$7,330.00	\$7,330.00
Schedule A Subtotal						\$74,250.00		\$54,976.00		\$73,875.00		\$88,075.00		\$131,887.00
SCHEDULE B - 60TH DR NE SHOULDER (88TH ST NE TO 86TH ST NE)				Engineer's Estimate		Northend Excavating, Inc.		Trinity Contractors, Inc.		Aurora Engineering, Inc.		SRV Construction, Inc.		
1-09.7	1B	MOBILIZATION	LS	1	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$3,450.00	\$3,450.00
1-10.5	2B	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$2,500.00	\$2,500.00	\$2,100.00	\$2,100.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
5-03.5	3B	SHOULDER IMPROVEMENT	SF	3200	\$3.00	\$9,600.00	\$2.65	\$8,480.00	\$2.50	\$8,000.00	\$4.22	\$13,504.00	\$5.60	\$17,920.00
8-02.5	4B	PROPERTY RESTORATION	LS	1	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
8-22.5	5B	PAVEMENT MARKINGS	LS	1	\$500.00	\$500.00	\$1,918.00	\$1,918.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00
Schedule B Subtotal						\$15,000.00		\$14,598.00		\$17,000.00		\$18,004.00		\$28,070.00
SCHEDULE C - GROVE STREET SHOULDER (ASH AVE TO CEDAR)				Engineer's Estimate		Northend Excavating, Inc.		Trinity Contractors, Inc.		Aurora Engineering, Inc.		SRV Construction, Inc.		
1-09.7	1C	MOBILIZATION	LS	1	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,230.00	\$2,230.00
1-10.5	2C	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00	\$2,678.00	\$2,678.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$4,900.00	\$4,900.00
5-03.5	3C	SHOULDER IMPROVEMENT	SF	3000	\$3.00	\$9,000.00	\$2.98	\$8,940.00	\$2.50	\$7,500.00	\$4.22	\$12,660.00	\$5.70	\$17,100.00
8-02.5	4C	PROPERTY RESTORATION	LS	1	\$750.00	\$750.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,422.00	\$1,422.00
8-22.5	5C	PAVEMENT MARKINGS	LS	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,240.00	\$1,240.00
Schedule C Subtotal						\$14,050.00		\$15,118.00		\$13,000.00		\$16,360.00		\$26,892.00
SCHEDULE D - 8TH STREET SHOULDER (ASH AVE TO BEACH AVE)				Engineer's Estimate		Northend Excavating, Inc.		Trinity Contractors, Inc.		Aurora Engineering, Inc.		SRV Construction, Inc.		
1-09.7	1D	MOBILIZATION	LS	1	\$900.00	\$900.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,125.00	\$2,125.00
1-10.5	2D	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$3,980.00	\$3,980.00
5-03.5	3D	SHOULDER IMPROVEMENT	SF	1250	\$3.00	\$3,750.00	\$2.60	\$3,250.00	\$3.00	\$3,750.00	\$4.22	\$5,275.00	\$6.60	\$8,250.00
8-02.5	4D	PROPERTY RESTORATION	LS	1	\$500.00	\$500.00	\$150.00	\$150.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,060.00	\$1,060.00
8-22.5	5D	PAVEMENT MARKINGS	LS	1	\$500.00	\$500.00	\$775.00	\$775.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$665.00	\$665.00
Schedule D Subtotal						\$6,650.00		\$6,975.00		\$7,250.00		\$8,275.00		\$16,080.00
CONSTRUCTION TOTAL						\$109,950.00		\$91,667.00		\$111,125.00		\$130,714.00		\$202,929.00

Math Error Corrected




Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/13/14

AGENDA ITEM: Public Works Board Loan Contracts Amendment	
PREPARED BY: Tonya Miranda	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: Amendment No. B to Loan Number PW-01-691-PRE-114 (2 copies) Public Works Trust Fund Pre-Construction Loan Agreement, No. PW-01-691-PRE-114 Amendment No. A to Loan Number PW-02-691-033 (2 copies) Public Works Trust Fund Construction Loan Agreement, No. PW-02-691-033 Amendment No. A to Loan Number PW-04-691-045 (2 copies) Public Works Trust Fund Construction Loan Agreement, No. PW-04-691-045	
BUDGET CODE:	AMOUNT:
SUMMARY:	

In order to align the billing and budget projections with the state's biennial budget cycle, the State of Washington Department of Commerce has sent amendments for three City of Marysville Public Works Trust Fund loan agreements to change the annual repayment date of the loans from July 1 to June 1. These amendments would also change the contract end dates from July 1 to June 1 of each contract's expiration year.

For 2015, the billing cycle would be July 1, 2014 through May 31, 2015 and include 11 months of principle and interest. For 2016 and thereafter, the billing cycle would be from June 1 through May 31 and include 12 months of principle and interest.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the amendments to the Public Works Trust Fund loan agreements to change the repayment dates from July 1 to June 1.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

www.commerce.wa.gov

September 15, 2014

Contracts Administrator
Marysville, City of
1049 State Ave
Marysville, WA 98270

RE: Public Works Trust Fund

Loan Repayment Date Amendment to Loan Agreement/Contract PW-04-691-045

Dear Sir or Madam,

Enclosed are two copies of the amendment for your Public Works Loan Agreement modifying the annual repayment date from July 1 to June 1. This action is being taken at the direction of the legislature and the Office of Financial Management to better align the billing and budget projections with the state's biennial budget cycle. **Your new repayment date will now be June 1.**

- For 2015, your billing cycle is July 1, 2014 through May 31, 2015 and includes **11 months** of principle and interest.
- For 2016 and thereafter, your billing cycle is from June 1 through May 31 and includes 12 months of principle and interest.

All other instructions regarding your loan repayments are the same and billings will be mailed out thirty days earlier as well to meet this new repayment date.

Please sign and return both copies of the amendment to our office no later than November 14, 2014.

Department of Commerce
Attn: Contracts Administration Unit
P. O. Box 42525
Olympia, WA 98504-2525

If you have any questions, concerns or need additional information, please do not hesitate to call me at (360) 725-3022 or email me at mark.barkley@commerce.wa.gov.

Sincerely,

Mark K. Barkley

Mark K. Barkley
Managing Director
Contracts Administration Unit

AMENDMENT FACE SHEET

Loan Number: PW-04-691-045
Amendment Number: A
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Marysville, City of 1049 State Ave Marysville, WA 98270		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$10,000,000.00	6. Amendment Amount N/A	7. New Contract Amount N/A	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date October 15 th , 2014	10. Contract End Date June 1, 2024
11. Federal Funds (as applicable): N/A		Federal Agency: N/A	CFDA Number: N/A
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR		FOR PUBLIC WORKS BOARD	
Signature _____		Stan Finkelstein, Public Works Board Chair	
Print Name _____		Date _____	
Title _____		APPROVED AS TO FORM ONLY	
Date _____		This 15 th Day of July, 2013 _____	
		Bob Ferguson Attorney General	
		Signature on File _____ Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

**Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract**

Contractor/Borrower: Marysville, City of
Contract Number: PW-04-691-045
Amendment Number: A

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed on the Face Sheet, agree to amend the above listed contract by revising all clauses contained therein that reference (in whole or in part) the annual Loan Repayment month and Loan End Date month.

The Loan Repayment and Loan End Date months shall be revised to read "June 1" instead of "July 1" as the month and day in which all loan repayments are to be made. The final payment shall be on or before June 1, 2024, of an amount sufficient to bring the loan balance to zero.

AMENDMENT FACE SHEET

Loan Number: PW-04-691-045
Amendment Number: A
Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract

1. Contractor Marysville, City of 1049 State Ave Marysville, WA 98270		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$10,000,000.00	6. Amendment Amount N/A	7. New Contract Amount N/A	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date October 15 th , 2014	10. Contract End Date June 1, 2024
11. Federal Funds (as applicable): N/A		Federal Agency: N/A	CFDA Number: N/A
12. Amendment Purpose: The purpose of this amendment is to formally alter the day and month in which loan payments are due from July 1 to June 1. The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Contract on the date below to start as of the date shown above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions including all attachments. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Contract to "Agreement" or "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 15 th Day of July, 2013 _____ Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

**Washington State Department of Commerce
PUBLIC WORKS BOARD
Loan Contract**

Contractor/Borrower: Marysville, City of
Contract Number: PW-04-691-045
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The Loan Repayment and Loan End Date months shall be revised to read "June 1" instead of "July 1" as the month and day in which all loan repayments are to be made. The final payment shall be on or before June 1, 2024, of an amount sufficient to bring the loan balance to zero.

**PUBLIC WORKS TRUST FUND
CONSTRUCTION LOAN AGREEMENT**

**NUMBER PW-02-691-033
CITY OF MARYSVILLE**

PART I: ENTIRE AGREEMENT

This agreement, and incorporated attachments, contains all terms and conditions agreed to by the PUBLIC WORKS BOARD and the LOCAL GOVERNMENT and no other statements or representations written or oral, shall be deemed a part thereof. This contract consists of ten pages and two attachments. An attachment to this agreement, ATTACHMENT I: SCOPE OF WORK, consists of a description of local project activities, certification of the project's useful life, and identification of estimated project costs and fund sources and is, by this reference, incorporated into this agreement as though set forth fully herein. In addition, ATTACHMENT II: ATTORNEY'S CERTIFICATION, is by this reference incorporated into this agreement.

The PUBLIC WORKS BOARD and the LOCAL GOVERNMENT have executed this agreement as of the date and year last written below.

DEPARTMENT OF COMMUNITY,
TRADE AND ECONOMIC
DEVELOPMENT

LOCAL GOVERNMENT

**HERE
SIGN**

Steve Wells

Name

David Wells

Director, Local Government Division
Title

Title

Mayer

Date

Date

2-25-02

APPROVED AS TO FORM ONLY
This 9th Day of January, 2002

Christine O. Gregoire
Attorney General

Federal Taxpayer Identification Number

91-6001459

By: Signature on File

Jeanne A. Cushman
Assistant Attorney General

PART II: INTRODUCTION

This loan agreement is made and entered into by and between the PUBLIC WORKS BOARD, or its successor, (referred to as the "BOARD"), a department of the state of Washington, and CITY OF MARYSVILLE (referred to as the "LOCAL GOVERNMENT").

Acting under the authority of Chapter 43.155 RCW, the BOARD has selected the LOCAL GOVERNMENT to receive a Public Works Trust Fund loan for an approved public works project.

PART III: PURPOSE

The BOARD and the LOCAL GOVERNMENT have entered into this agreement to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Trust Fund Program. The project will be undertaken by the LOCAL GOVERNMENT and will include the activities described in ATTACHMENT I: SCOPE OF WORK. The project must be undertaken in accordance with PART IV: TERMS AND CONDITIONS, and all applicable state and local laws and ordinances, which by this reference are incorporated into this agreement as though set forth fully herein.

PART IV: TERMS AND CONDITIONS

The parties to this agreement agree as follows:

4.01 Rate and Term of Loan

The BOARD, using funds appropriated from the Public Works Assistance Account, shall loan the LOCAL GOVERNMENT a sum not to exceed \$10,000,000.00. The interest rate shall be one-half percent (1/2%) per annum on the outstanding principal balance. The term of the loan shall not exceed 20 years, with the final payment due July 1, 2022.

4.02 Local Project Share

The LOCAL GOVERNMENT pledges an amount of locally-generated revenue not less than fifteen percent (15%) of the total eligible portion of the project cost not funded by federal or state grants as identified in ATTACHMENT I: SCOPE OF WORK, to be verified at the time of project close-out. Any change in the percentage of locally-generated funds may require an adjustment in the loan amount or interest rate charged, or both. In such event, the LOCAL GOVERNMENT agrees to execute an amendment to this agreement adjusting the loan amount or interest rate, as appropriate.

Local project share must consist of expenditures eligible under WAC 399-30-030(3) and be related only to project activities described in ATTACHMENT I: SCOPE OF WORK. These expenditures may be made up to twelve (12) months prior to the execution of the loan agreement and verified at the time of project close-out.

PUBLIC WORKS TRUST FUND MONIES MAY NOT BE USED TO REIMBURSE THE LOCAL GOVERNMENT FOR ANY COSTS INCURRED PRIOR TO EXECUTION OF THIS LOAN AGREEMENT.

4.03 Disbursement of Loan Proceeds

The availability of funds in the Public Works Assistance Account is a function of tax collection and loan repayment. If funds are not available at the time the invoice is submitted, or when the agreement is executed, the issuance of warrants will be delayed. Therefore, subject to the availability of funds, warrants shall be issued to the LOCAL GOVERNMENT for payment of allowable expenses incurred by the LOCAL GOVERNMENT while undertaking and administering approved project activities in accordance with ATTACHMENT I: SCOPE OF WORK. In no event shall the total Public Works Trust Fund loan exceed eighty five percent (85%) of the eligible actual project costs. The disbursement of loan proceeds shall be initiated by the LOCAL GOVERNMENT on a Washington State Invoice Voucher form. The loan funds will be disbursed to the LOCAL GOVERNMENT as follows:

Within thirty (30) days of the formal execution of this agreement, a sum not to exceed fifteen percent (15%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

Within thirty (30) days of the execution of a Notice to Proceed which follows the formal award of a construction contract, a sum not to exceed eighty percent (80%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT, except in the case of engineering services contracts. If the approved project described in ATTACHMENT I: SCOPE OF WORK is solely for the completion of engineering studies, a sum not to exceed eighty percent (80%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT within thirty (30) days of the execution of a Notice to Proceed following the formal award of a contract for engineering services.

At the time of project completion, a Close-out Report, (refer to Section 4.19 for Close-out Report), shall be submitted to the BOARD by the LOCAL GOVERNMENT certifying total actual project costs.

The final Public Works Trust Fund loan disbursement shall not bring the total loan in excess of eighty five percent (85%) of the eligible project costs or the total of \$10,000,000.00 whichever is less. The Close-out Report shall serve as a contract AMENDMENT for determining the final loan amount, interest rate, and local share.

In the event that the final costs identified in the Close-out Report indicate that the LOCAL GOVERNMENT has received Public Works Trust Fund monies in excess of eighty five percent (85%) of eligible costs, all funds in excess of eighty five percent (85%) shall be repaid to the Department of Community, Trade and Economic Development, or its successor, within thirty (30) days of submission of the Close-out Report.

4.04 Interest Earned on Public Works Trust Fund Monies

All interest earned on Public Works Trust Fund Monies held by the LOCAL GOVERNMENT shall accrue to the benefit of the LOCAL GOVERNMENT and be applied to the eligible costs of the approved project. Benefits shall accrue in one of two ways:

1. Reduce the amount of the Public Works Trust Fund loan.
2. Pay any part of eligible project costs that are in excess of ATTACHMENT I: SCOPE OF WORK estimates, if there is an overrun of project costs.

The LOCAL GOVERNMENT shall establish procedures to ensure that all monies received from the Public Works Trust Fund loan can be readily identified and accounted for at any time during the life of this loan agreement. Such procedures shall consist of the establishment of a separate fund, account, sub-account or any other method meeting generally accepted accounting principles.

4.05 Time of Performance

The LOCAL GOVERNMENT shall begin the activities identified within ATTACHMENT I: SCOPE OF WORK no later than three months after loan agreement execution, and reach project completion no later than forty-eight (48) months after the date of agreement execution.

Failure to perform within the time frame described in the preceding paragraph may constitute default of this agreement and require the immediate repayment of any loan funds disbursed. In the event of extenuating circumstances, the LOCAL GOVERNMENT may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may, by a two-thirds vote, extend the deadline.

The term of this agreement shall be for the entire term of the loan, irrespective of actual project completion, unless terminated sooner as provided herein.

4.06 Repayment

The first loan repayment under this agreement is due July 1, 2003, and subsequent installments are due on July 1 of each year during the term of the loan. The first repayment under this agreement shall consist of interest only at the rate of one-half percent (1/2%) per annum, calculated on a 360-day year of twelve 30-day months, applied to funds received. Interest will begin to accrue from the date each warrant is issued to the LOCAL GOVERNMENT. Subsequent repayments shall consist of the principal balance due divided by the loan term remaining plus interest on the unpaid balance of the loan. The final payment shall be an amount sufficient to bring the loan balance to zero.

The LOCAL GOVERNMENT has the right to repay the unpaid balance of the loan in full at any time, and the right to repay at a faster rate than is provided in this agreement, provided that any such payment must equal or exceed the principal amount normally due on an annual basis.

The LOCAL GOVERNMENT will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Department of Community, Trade and Economic Development, or its successor, and sent to:

Department of Community, Trade and Economic Development
Administrative Services Division/Fiscal Unit
906 Columbia Street S.W.
P.O. Box 48300
Olympia, Washington 98504-8300

4.07 Repayment Account

The LOCAL GOVERNMENT shall repay the loan according to the option designated in Section 4.09 Loan Security. The name of the fund, account, or sub-account shall be Fund 402 Utility Construction.

4.08 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 4.06 of this agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a daily penalty beginning on the thirty-first (31) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be twelve percent (12%) per annum calculated on a 360-day year.

Upon default in the payment of any annual installment, the BOARD may declare the entire remaining balance of the loan, together with interest accrued, immediately due and payable. Failure to exercise its option with respect to any such repayment in default shall not constitute a waiver by the BOARD to exercise such option for any succeeding installment payment which may then be in default. The LOCAL GOVERNMENT shall pay the costs and reasonable legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

The same penalty terms shall apply to delinquent repayment of funds paid in excess of eligible costs as provided for in Section 4.03.

4.09 Loan Security

The LOCAL GOVERNMENT must select one of the following options for securing repayment of the loan. Please initial the appropriate option.

1. _____ General Obligation: This loan is a general obligation of the LOCAL GOVERNMENT.

OR

2. /// Revenue Obligation: This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer or solid waste utility project. LOCAL GOVERNMENTS performing a storm sewer project that have not created a storm sewer utility or a combined sanitary sewer/storm sewer utility may not use this option. Projects providing for a mixture of bridge, road, domestic water, sanitary sewer, and storm sewer activities may not use this option.

This loan is a revenue obligation of the LOCAL GOVERNMENT payable solely from the net revenue of the utility system indicated below. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the LOCAL GOVERNMENT the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

Please choose and initial one of the following utility systems:

- _____ Water
- _____ Sanitary Sewer (Wastewater)
- _____ Stormwater
- /// Water/Sanitary Sewer
- _____ Stormwater/Sanitary Sewer
- _____ Solid Waste

OR

3. _____ Local Improvement District: Pursuant to RCW 35.51.050, the LOCAL GOVERNMENT pledges to repay this loan from assessments collected from a Local Improvement District, Local Utility District or other similar special assessment district in which the improvements financed by this loan are located. The name of the special assessment district is _____

Nothing in this section shall absolve the LOCAL GOVERNMENT of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this agreement.

4.10 Recordkeeping and Access to Records

The BOARD, the BOARD's agents, and duly authorized officials of the State shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the LOCAL GOVERNMENT and of persons, firms, or organizations with which the LOCAL GOVERNMENT may contract, involving transactions related to this project and this agreement.

The LOCAL GOVERNMENT agrees to retain all records pertaining to this project and this agreement for a period of six years from the date of project close-out. If any litigation, claim or audit is started before the expiration of the six year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.11 Reports

The LOCAL GOVERNMENT, at such times and on such forms as the BOARD may require, shall furnish the BOARD with such periodic reports as it may request pertaining to the activities undertaken pursuant to this agreement including, but not limited to, quarterly progress reports, the Close-Out Report, and any other matters covered by this agreement. Failure to file periodic reports as requested may result in termination of this agreement as per Section 4.14.

4.12 Indemnification

The LOCAL GOVERNMENT will defend, protect, indemnify, save, and hold harmless the BOARD, and the state of Washington from and against any and all claims, costs, damages, expenses, or liability for any or all injuries to persons or tangible property, arising from the acts or omissions of the LOCAL GOVERNMENT or any of its contractors or subcontractors, or any employees or agents in the performance of this agreement, however caused. In the case of negligence of both the BOARD and the LOCAL GOVERNMENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

4.13 Amendments, Modifications, and Waivers

Except for an increase in the amount of the loan governed by this agreement, the LOCAL GOVERNMENT may request an amendment to this agreement for the purpose of modifying the SCOPE OF WORK or for extending the time of performance as provided for in Section 4.05. No modification or amendment resulting in an extension of time shall take effect until a request in writing has been received and approved by the BOARD in accordance with Section 4.05. No amendment or modification shall take effect until approved in writing by both the BOARD and the LOCAL GOVERNMENT and attached hereto. No conditions or provisions of this agreement may be waived unless approved by the BOARD in writing.

4.14 Termination for Cause

If the LOCAL GOVERNMENT fails to comply with the terms of this agreement, or fails to use the loan proceeds only for those activities identified in ATTACHMENT I: SCOPE OF WORK, the BOARD may terminate the agreement in whole or in part at any time. The BOARD shall promptly notify the LOCAL GOVERNMENT in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Upon termination of the loan agreement, the BOARD may declare the entire remaining balance of the loan, together with any interest accrued, immediately due and payable.

4.15 Termination For Convenience

The BOARD may terminate this agreement in the event that federal or state funds are no longer available to the BOARD, or are not allocated for the purpose of meeting the BOARD'S obligations under this agreement. Termination will be effective when the BOARD sends written notice of termination to the LOCAL GOVERNMENT.

4.16 Governing Law and Venue

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this agreement shall be the Superior Court of Thurston County, Washington. The prevailing party is entitled to recover costs in accordance with Washington State Law (Chapter 4.84 RCW).

4.17 Severability

If any provision under this agreement or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the agreement which can be given effect without the invalid provision.

4.18 Project Completion

The BOARD will require and notify the LOCAL GOVERNMENT to initiate a Close-out Report when the activities identified in ATTACHMENT I: SCOPE OF WORK are completed. In the report, the LOCAL GOVERNMENT will provide the following information to the BOARD:

1. A certified statement of the actual dollar amounts spent, from all fund sources, in completing the project as described.
2. A certified statement that the project, as described in the Loan Agreement's Scope of Work, is complete and has been designed/constructed to required standards.
3. Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.

4.19 Project Close-Out

In accordance with Section 4.03 of this agreement, the LOCAL GOVERNMENT will submit, together with the Close-out Report, a request for a sum not to exceed the final five percent (5%) of the loan amount. This disbursement shall not occur prior to the completion of all project activities. The LOCAL GOVERNMENT shall be responsible to ensure that their contractor(s) are in compliance with the Department of Revenue and the Department of Labor & Industries requirements.

4.20 Audit

Audits of the LOCAL GOVERNMENT'S project activities may be conducted by the Municipal Division of the State Auditor's Office in accordance with state law and any guidelines the Department of Community, Trade and Economic Development, or its successor, may prescribe. Payment for the audit shall be made by the LOCAL GOVERNMENT.

4.21 Project Signs

If the LOCAL GOVERNMENT displays, during the period covered by this agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Trust Fund as a participant in the project.

4.22 Utilization of Minority and Women's Business Enterprises (MWBE)

In accordance with legislative findings and policies set forth in Chapter 39.19 RCW, the BOARD encourages participation by Minority and Women's Business Enterprise firms certified by OMWBE. Voluntary goals for participation are:

Construction/Public Works	10% MBE	6% WBE
Architect/Engineering	10% MBE	6% WBE
Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

4.23 Nondiscrimination Provision

During the performance of this contract, the LOCAL GOVERNMENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the LOCAL GOVERNMENT'S noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the LOCAL GOVERNMENT may be declared ineligible for further contracts with the BOARD. The LOCAL GOVERNMENT shall, however, be given a reasonable time in which to cure this noncompliance.

4.24 Historical and Cultural Artifacts

The LOCAL GOVERNMENT agrees that if historical or cultural artifacts are discovered during construction, the LOCAL GOVERNMENT shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at the Washington State Office of Archeology and Historic Preservation.

The LOCAL GOVERNMENT shall require this provision to be contained in all contracts for work or services related to ATTACHMENT ONE: SCOPE OF WORK.

PART V: SPECIAL ASSURANCES

The LOCAL GOVERNMENT assures compliance with all applicable state and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project. Of particular importance are the following:

5.01 RCW 43.155.060

The LOCAL GOVERNMENT shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Trust Fund program.

5.02 WAC 399-30-030(3)

The LOCAL GOVERNMENT assures compliance with WAC 399-30-030(3) which identifies eligible costs for projects assisted with Public Works Trust Fund loans.

5.03 Assignment

Neither this agreement nor any claims arising under this agreement, shall be transferred or assigned by the LOCAL GOVERNMENT without prior written consent of the BOARD.

PUBLIC WORKS TRUST FUND

ATTACHMENT 1: SCOPE OF WORK

PW-02-691-033

MARYSVILLE

WASTEWATER TREATMENT PLANT UPGRADE

1. Provide a clear description of the project to be financed in part by a Public Works Trust Fund loan. (Attach additional sheets if necessary)

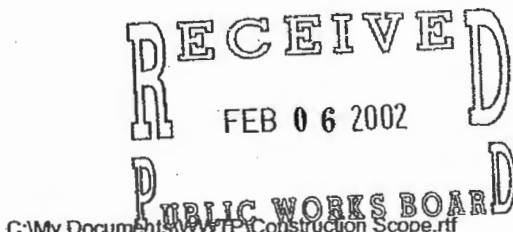
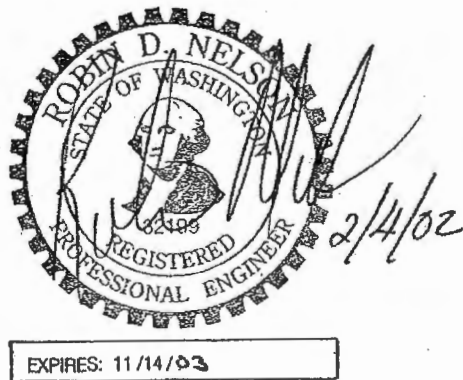
Construction upgrades to the wastewater treatment plant will consist of the following tasks:

- Upgrade of the existing headworks by adding an additional pumping capacity, mechanical and manual screens along with the addition of a new Parshall flume.
- Increased filtration capacity with the construction of additional filters. These filters will be located downstream of the lagoons to remove particulate CBOD and TSS.
- Modification to the existing lagoons and aeration system will be constructed. The construction will consist of the addition High Speed Surface Aerators with associated hardware. With this addition of the new aerators the partitioning of the mixed cells will be upgraded from a curtain system to precast concrete. A walkway and handrail system will be installed above the concrete partitions to provide access to the mixed cells and DO probes.
- The effluent pump station will be upgraded with new pumps and appurtenances to meet the 20 year projected flow.

2. The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 20 years, whichever is less. If the local government prefers the term of its loan to be less than either 20 years or the useful life of the improvements, the preferred loan term should be indicated: 20 years.

3. I, Robin Nelson, P.E., licensed engineer, certify that the average expected useful life for the improvements described above is 20 years.

Signed: [Signature]
 Date: 2/4/02
 Telephone: 360-651-5100



Scope of Work

Page Two

Pw-02-691-033

Estimated Project Costs:

	Total Costs
Engineering	\$ _____
Environmental Review	\$ _____
Land/R-O-W Acquisition	\$ _____
Public Involvement/Information	\$ _____
Other Fees	\$ _____
Construction	\$ <u>\$9,764,705</u>
Construction Inspection	\$ <u>\$1,000,000</u>
Contingency (10%)	\$ <u>\$1,076,471</u>
1. Other (Specify)	\$ _____
2. Other (Specify)	\$ _____
TOTAL ESTIMATED COSTS	\$ <u>\$11,841,176</u>

Anticipated Fund Sources:

A. Federal Grants	\$ _____
State Grants	\$ _____
 B. Locally Generated Revenue	
General Funds	\$ _____
Capital Reserves	\$ <u>1,841,175</u>
Other Fund	\$ _____
Rates	\$ _____
Assessments	\$ _____
(LID, RID, ULID)	
Special Levies	\$ _____
Federal Loan(s) from: (identify all)	\$ _____
_____	\$ _____
State Loan(s) from: (identify all)	\$ _____
_____	\$ _____
Other: (identify sources)	\$ _____
_____	\$ _____
TOTAL LOCAL REVENUE	\$ <u>\$1,841,175</u>
 C. PUBLIC WORKS TRUST FUND LOAN	 \$ <u>10,000,000</u>

Scope of Work

Page 3

(Enter Loan Number)

Calculating Local Percentage:**Notes:** 1. Grant funds can not be counted as local match.

Calculate as follows:

$$\frac{\text{Total Local Revenue}}{\text{PWTF Loan} + \text{Total Local Revenue}} = \text{Local Percentage } \underline{15.5\%}$$

The local contribution must be at least:

Five percent (5%)	for a loan interest rate of	2%
Ten percent (10%)	for a loan interest rate of	1%
Fifteen percent (15%)	for a loan interest rate of	.5%

Public Works Trust Fund

ATTACHMENT II: ATTORNEY'S CERTIFICATION

I, Grant K. Weed, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Marysville, Washington

(the LOCAL GOVERNMENT); and

I have also examined any and all documents and records which are pertinent to the loan agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The LOCAL GOVERNMENT is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The LOCAL GOVERNMENT is empowered to accept the Public Works Trust Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the LOCAL GOVERNMENT from repaying the Public works Trust Fund loan extended by the DEPARTMENT with respect to such project. The LOCAL GOVERNMENT is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the LOCAL GOVERNMENT.

Grant K. Weed
Signature of Attorney

2-21-01
Date

Grant K. Weed
Name

21 Avenue A, Snohomish, WA 98290-2962
Address

**AMENDMENT NUMBER 1
PUBLIC WORKS TRUST FUND LOAN AGREEMENT NUMBER
PW-01-691-PRE-114
BETWEEN
THE DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT
AND
THE CITY OF MARYSVILLE**

The purpose of this amendment is to extend the term of Public Works Trust Fund Loan Agreement Number PW-01-691-PRE-114 from five years to twenty years. This amendment is being entered into based on Pre-Construction program policy adopted by the Public Works Board at its February 3, 1998 meeting.

The Washington State Department of Community, Trade and Economic Development (hereinafter referred to as the DEPARTMENT) and the City of Marysville (hereinafter referred to as the LOCAL GOVERNMENT) agree to amend Public Works Trust Fund Loan Agreement Number PW-01-691-PRE-114 as described below.

Section 4.01 Rate and Term is amended to read as follows:

The DEPARTMENT, using funds appropriated from the Public Works Assistance Account, shall loan the LOCAL GOVERNMENT a sum not to exceed \$1,000,000.00. The interest rate shall be one-half percent (1/2%) per annum on the outstanding principal balance. The term of the loan shall not exceed twenty years, with the final payment due July 1, 2021.

A copy of this amendment, consisting of one (1) page shall be attached to and incorporated into the original agreement between the DEPARTMENT and the LOCAL GOVERNMENT. Any reference in such agreement to the "agreement" shall mean "agreement as amended." All other items and conditions of the original loan agreement or prior amendments shall remain in full force and effect.

IN WITNESS THEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have executed this amendment as of the date and year last written below.

DEPARTMENT OF COMMUNITY, TRADE
AND ECONOMIC DEVELOPMENT

Steve Wells
Steve Wells

Director, Local Government Division
Title

7-15-02
Date

APPROVED AS TO FORM ONLY

10th Day of May, 2000
Christine O. Gregoire
Attorney General

By: Signature on File
Assistant Attorney General

Jeanne A. Cushman
(Print Name)

LOCAL GOVERNMENT

David Waser
Name

Mayor
Title

July 8, 2002
Date

*Approved as to Form Only
David K. Waser, City Attorney*

PWTF NUMBER PW-01-691-PRE-114

CONTRACT TYPE: 5

- 1 = Grant*
- 2 = Service - Client
- 3 = Personal Service - non client
- 4 = Interagency Agreement
- 5 = Loan
- 6 = Capital Budget/Construction
- 7 = Reimbursabl
- 8 = Othe

CONTRACTOR TYPE LOCAL GOVT

AMENDMENT CODE

- B = For profit Busines
- F = Federal Governme
- I = Individua
- L = Local Gov
- O = Other
- S = State Agency

CONTRACTOR INFORMATION

Name: CITY OF MARYSVILLE

Address: 80 COLUMBIA AVE MARYSVILLE WA 98270

Telephone Number: 360-651-5100

TIN or SSN: 91-6001459

START DATE: October 30, 2001

TERMINATION DATE: July 1, 2006

ANSWER THE FOLLOWING ON ALL PERSONAL SERVICES CONTRACTS (OBJECT C ONLY)

Incorporated? Yes [] No []

Selection Method: Competitive [] Sole Source [] UBI#

Prior State Employee? Yes [] No []

Requires OFM/LBC Filing? Yes [] No []

NAME OF PROGRAM: PWTF PRE CONSTRUCTION

DESCRIPTION OF CONTRACT/AMENDMENT: WASTEWATER TREATMENT PLANT UPGRADE

CONTRACT EXPENDITURE CODING

CONTRACT AMOUNT	FUND	APPROP	PI	PROJECT	SUB-OBJECT	AMENDMENT INCREASE/DECREASE
STATE GF						
PROVISO						
DEDICATED \$1,000,000.00	058	e14	69100	9p01	NR	
FEDERAL						
OTHER						
TOTAL \$1,000,000.00						

COUNTIES BENEFITTING:

AMOUNT:

11/2/2001

SNOHOMISH County

\$1,000,000.00

PWB CONTRACT MANAGER'S NAME/TELEPHONE NUMBER:

Susan Butz, 725-5004

**PUBLIC WORKS TRUST FUND
PRE-CONSTRUCTION LOAN AGREEMENT**

**NUMBER PW-01-691-PRE-114
MARYSVILLE**

PART I: ENTIRE AGREEMENT

This agreement, and incorporated attachments, contains all terms and conditions agreed to by the PUBLIC WORKS BOARD and the LOCAL GOVERNMENT. This contract consists of ten pages and two attachments. An attachment to this agreement, ATTACHMENT I: SCOPE OF WORK, consists of a description of local project activities, certification of the project's useful life, and identification of estimated project costs and fund sources and is, by this reference, incorporated into this agreement as though set forth fully herein. In addition, ATTACHMENT II: ATTORNEY'S CERTIFICATION, is by this reference incorporated into this agreement.

The PUBLIC WORKS BOARD and the LOCAL GOVERNMENT have executed this agreement as of the date and year last written below.

DEPARTMENT OF COMMUNITY,
TRADE AND ECONOMIC
DEVELOPMENT

LOCAL GOVERNMENT

Steve Wells
Steve Wells

David Weiss
Name

Director, Local Government Division
Title

Mayor
Title

10/30/01
Date

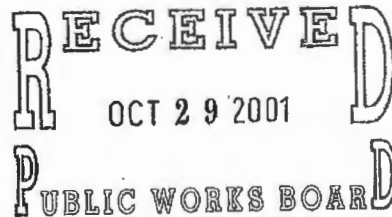
October 22, 2001
Date

APPROVED AS TO FORM ONLY
27th Day of April, 2000
Christine O. Gregoire
Attorney General

91-600459
Federal Taxpayer Identification Number

By: Signature on File
Assistant Attorney General

Jeanne A. Cushman
(Print Name)



PART II: INTRODUCTION

This loan agreement is made and entered into by and between the PUBLIC WORKS BOARD, (or its successor) a department of the state of Washington (referred to as the "BOARD"), and MARYSVILLE (referred to as the "LOCAL GOVERNMENT").

Acting under the authority of Chapter 43.155 RCW, the BOARD has selected the LOCAL GOVERNMENT to receive a Public Works Trust Fund loan for an approved public works project.

PART III: PURPOSE

The BOARD and the LOCAL GOVERNMENT have entered into this agreement to undertake a local public works project which furthers the goals and objectives of the Washington State Public Works Trust Fund Program. The project will be undertaken by the LOCAL GOVERNMENT and will include the activities described in ATTACHMENT I: SCOPE OF WORK. The project must be undertaken in accordance with PART IV: TERMS AND CONDITIONS, and all applicable state and local laws and ordinances, which by this reference are incorporated into this agreement as though set forth fully herein.

PART IV: TERMS AND CONDITIONS

The parties to this agreement agree as follows:

4.01 Rate and Term of Loan

The BOARD, using funds appropriated from the Public Works Assistance Account, shall loan the LOCAL GOVERNMENT a sum not to exceed \$1,000,000.00. The interest rate shall be one-half percent (1/2%) per annum on the outstanding principal balance. The term of the loan shall not exceed 5 years, with the final payment due July 1, 2006.

4.02 Local Project Share

The LOCAL GOVERNMENT pledges an amount of locally-generated revenue not less than fifteen percent (15%) of the total eligible portion of the project cost not funded by federal or state grants as identified in ATTACHMENT I: SCOPE OF WORK, to be verified at the time of project close-out. Any change in the percentage of locally-generated funds may require an adjustment in the loan amount or interest rate charged, or both. In such event, the LOCAL GOVERNMENT agrees to execute an amendment to this agreement adjusting the loan amount or interest rate, as appropriate.

Local project share must consist of expenditures eligible under WAC 399-30-030(3) and be related only to project activities described in ATTACHMENT I: SCOPE OF WORK. These expenditures may be made up to twelve (12) months prior to the execution of the loan agreement and verified at the time of project close-out.

PUBLIC WORKS TRUST FUND MONIES MAY NOT BE USED TO REIMBURSE THE LOCAL GOVERNMENT FOR ANY COSTS INCURRED PRIOR TO EXECUTION OF THIS LOAN AGREEMENT.

4.03 Disbursement of Loan Proceeds

Warrants shall be issued to the LOCAL GOVERNMENT for payment of allowable expenses incurred by the LOCAL GOVERNMENT while undertaking and administering approved project activities in accordance with ATTACHMENT I: SCOPE OF WORK. In no event shall the total Public Works Trust Fund loan exceed eighty five percent (85%) of the eligible actual project costs. The disbursement of loan proceeds shall be initiated by the LOCAL GOVERNMENT on a Washington State Invoice Voucher form. The loan funds will be disbursed to the LOCAL GOVERNMENT as follows:

Within thirty (30) days of the formal execution of this agreement, a sum not to exceed seventy-five percent (75%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

At the time of project completion, a Close-out Report, (refer to Section 4.18 for Close-out Report), shall be submitted to the BOARD by the LOCAL GOVERNMENT certifying total actual project costs.

The final Public Works Trust Fund loan disbursement shall not bring the total loan in excess of eighty five percent (85%) of the eligible project costs or the total of \$1,000,000.00, whichever is less, nor shall this disbursement occur prior to the completion of all project activities. The Close-out Report shall serve as a contract AMENDMENT for determining the final loan amount, interest rate, and local share.

In the event that the final costs identified in the Close-out Report indicate that the LOCAL GOVERNMENT has received Public Works Trust Fund monies in excess of eighty five percent (85%) of eligible costs, all funds in excess of eighty five percent (85%) shall be repaid to the Department of Community, Trade and Economic Development, or its successor, within thirty (30) days of submission of the Close-out Report.

4.04 Interest Earned on Public Works Trust Fund Monies

All interest earned on Public Works Trust Fund Monies held by the LOCAL GOVERNMENT shall accrue to the benefit of the LOCAL GOVERNMENT and be applied to the eligible costs of the approved project. Benefits shall accrue in one of two ways:

1. Reduce the amount of the Public Works Trust Fund loan.
2. Pay any part of the eligible project costs that are in excess of ATTACHMENT I: SCOPE OF WORK estimates if there is an overrun of project costs.

The LOCAL GOVERNMENT shall establish procedures to ensure that all monies received from the Public Works Trust Fund loan can be readily identified and accounted for at any time during the life of this loan agreement. Such procedures shall consist of the establishment of a separate fund, account, sub-account or any other method meeting generally accepted accounting principles.

4.05 Time of Performance

The LOCAL GOVERNMENT shall begin the activities identified within ATTACHMENT I: SCOPE OF WORK no later than three (3) months after the date of loan agreement execution and reach project completion no later than eighteen (18) months after the date of agreement execution.

Failure to perform within the time frame described in the preceding paragraph may constitute default of this agreement and require the immediate repayment of any loan funds disbursed. In the event of extenuating circumstances, the LOCAL GOVERNMENT may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may, by a two-thirds vote, extend the deadline.

4.06 Repayment

The first loan repayment under this agreement is due July 1, 2002, and subsequent installments are due on July 1 of each year during the term of the loan. The first repayment under this agreement shall consist of interest only at the rate of one-half percent (1/2%) per annum, calculated on a 360-day year of twelve 30-day months, applied to funds received. Interest will begin to accrue from the date the BOARD issues each warrant to the LOCAL GOVERNMENT. Subsequent repayments shall consist of the principal balance due divided by the loan term remaining plus interest on the unpaid balance of the loan. The final payment shall be an amount sufficient to bring the loan balance to zero.

The LOCAL GOVERNMENT has the right to repay the unpaid balance of the loan in full at any time, and the right to repay at a faster rate than is provided in this agreement, provided that any such payment must equal or exceed the amount normally due on an annual basis.

The LOCAL GOVERNMENT will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Department of Community, Trade and Economic Development, or its successor, and sent to:

Department of Community, Trade and Economic Development
 Administrative Services Division/Fiscal Unit
 906 Columbia Street S.W.
 P.O. Box 48300
 Olympia, Washington 98504-8300

4.07 Repayment Account

The LOCAL GOVERNMENT shall repay the loan solely from utility revenues, general obligation revenues, or a combination thereof. The name of the fund, account, or sub-account shall be Fund 450 Water/Sewer Debt Service.

4.08 Default in Repayment

Loan repayments shall be made to the Department of Community, Trade and Economic Development, or its successor, in accordance with Section 4.06 of this agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a daily penalty beginning on the thirty-first (31) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be twelve percent (12%) per annum calculated on a 360-day year.

Upon default in the payment of any annual installment, the BOARD may declare the entire remaining balance of the loan, together with interest accrued, immediately due and payable. Failure to exercise its option with respect to any such repayment in default shall not constitute a waiver by the BOARD to exercise such option for any succeeding installment payment which may then be in default. The LOCAL GOVERNMENT shall pay the costs and reasonable legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

4.09 Loan Security

The LOCAL GOVERNMENT must select **one** of the following options for securing repayment of the loan. **Please initial the appropriate option.**

1. **General Obligation:** This loan is a general obligation of the LOCAL GOVERNMENT.

OR

2. **Revenue Obligation:** This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer, or solid waste utility project. LOCAL GOVERNMENTS performing a storm sewer project that have not created a storm sewer utility or a combined sanitary sewer/storm sewer utility may not use this option. Projects providing for a mixture of bridge, road, domestic water, sanitary sewer, and storm sewer activities may not use this option.

This loan is a revenue obligation of the LOCAL GOVERNMENT payable solely from the net revenue of the utility system indicated below. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the LOCAL GOVERNMENT the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

Please choose and initial one of the following utility systems:

- Water
- Sanitary Sewer (Wastewater)
- Stormwater
- Water/Sanitary Sewer
- Stormwater/Sanitary Sewer
- Solid Waste

OR

3. **Local Improvement District:** Pursuant to RCW 35.51.050, the LOCAL GOVERNMENT pledges to repay this loan from assessments collected from a Local Improvement District, Local Utility District or other similar special assessment district in which the improvements financed by this loan are located. The name of the special assessment district is _____.

Nothing in this section shall absolve the LOCAL GOVERNMENT of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this agreement.

4.10 Recordkeeping and Access to Records

The BOARD, the BOARD'S agents, and duly authorized officials of the State shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the LOCAL GOVERNMENT and of persons, firms, or organizations with which the LOCAL GOVERNMENT may contract, involving transactions related to this project and this agreement.

The LOCAL GOVERNMENT agrees to retain these records for a period of six years from the date of project completion.

4.11 Reports

The LOCAL GOVERNMENT, at such times and on such forms as the BOARD may require, shall furnish the BOARD with such periodic reports as it may request pertaining to the activities undertaken pursuant to this agreement including, but not limited to, quarterly progress reports, the Close-Out Report, and any other matters covered by this agreement. Failure to file periodic reports as requested may result in termination of this agreement as per Section 4.14.

4.12 Indemnification

The LOCAL GOVERNMENT will defend, protect, indemnify, save, and hold harmless the BOARD, and the state of Washington from and against any and all claims, costs, damages, expenses, or liability for any or all injuries to persons or tangible property, arising from the acts or omissions of the LOCAL GOVERNMENT or any of its contractors or subcontractors, or any employees or agents in the performance of this agreement, however caused. In the case of negligence of both the BOARD and the LOCAL GOVERNMENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

4.13 Amendments, Modifications, and Waivers

Except for an increase in the amount of the loan governed by this agreement, the LOCAL GOVERNMENT may request an amendment of this agreement for the purpose of modifying the SCOPE OF WORK or for extending the time of performance as provided for in Section 4.05. No modification or amendment resulting in an extension of time shall take effect until a request in writing has been received and approved by the Board in accordance with Section 4.05. No amendment or modification shall take effect until approved in writing by both the BOARD and the LOCAL GOVERNMENT and attached hereto. No conditions or provisions of this agreement may be waived unless approved by the BOARD in writing.

4.14 Termination for Cause

If the LOCAL GOVERNMENT fails to comply with the terms of this agreement, or fails to use the loan proceeds only for those activities identified in ATTACHMENT I: SCOPE OF WORK, the BOARD may terminate the agreement in whole or in part at any time. The BOARD shall promptly notify the LOCAL GOVERNMENT in writing of its determination to terminate, the reason for such

termination, and the effective date of the termination. Upon termination of the loan agreement, the BOARD shall declare the entire remaining balance of the loan, together with any interest accrued, immediately due and payable.

4.15 Termination For Convenience

The BOARD may terminate this agreement in the event that federal or state funds are no longer available to the BOARD, or are not allocated for the purpose of meeting the BOARD'S obligations under this agreement. Termination will be effective when the BOARD sends written notice of termination to the LOCAL GOVERNMENT.

4.16 Governing Law and Venue

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this agreement shall be the Superior Court of Thurston County, Washington. The prevailing party is entitled to recover costs in accordance with Washington State Law (Chapter 4.84 RCW).

4.17 Severability

If any provision under this agreement or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the agreement which can be given effect without the invalid provision.

4.18 Project Completion

The BOARD will require and notify the LOCAL GOVERNMENT to initiate a Close-out Report when the activities identified in ATTACHMENT I: SCOPE OF WORK are completed. In the report, the LOCAL GOVERNMENT will provide the following information to the BOARD:

1. A copy of the Close-out Report.
2. A copy of the a resolution accepting the design project as being complete.
3. Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.

4.19 Project Close-out

In accordance with Section 4.03 of this agreement, the LOCAL GOVERNMENT will submit, together with the Close-out Report, a request for a sum not to exceed the final twenty-five percent (25%) of the loan amount.

4.20 Audit

Audits of the LOCAL GOVERNMENT'S project activities may be conducted by the Municipal Division of the State Auditor's Office in accordance with state law and any guidelines the Department of Community, Trade and Economic Development, or its successor, may prescribe. Payment for the audit shall be made by the LOCAL GOVERNMENT.

4.21 Project Signs

If the LOCAL GOVERNMENT displays, during the period covered by this agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Trust Fund as a participant in the project.

4.22 Utilization of Minority and Women's Business Enterprises (MWBE)

In accordance with legislative findings and policies set forth in Chapter 39.19 RCW, the BOARD encourages participation by Minority and Women's Business Enterprise firms certified by OMWBE. Voluntary goals for participation are:

Construction/Public Works	10% MBE	6% WBE
Architect/Engineering	10% MBE	6% WBE
Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

4.23 Nondiscrimination Provision

During the performance of this contract, the LOCAL GOVERNMENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the LOCAL GOVERNMENT'S noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the LOCAL GOVERNMENT may be declared ineligible for further contracts with the BOARD. The LOCAL GOVERNMENT shall, however, be given a reasonable time in which to cure this noncompliance.

PART V: SPECIAL ASSURANCES

The LOCAL GOVERNMENT assures compliance with all applicable state and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project. Of particular importance are the following:

5.01 RCW 43.155.060

The LOCAL GOVERNMENT shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Trust Fund program.

5.02 WAC 399-30-030(3)

The LOCAL GOVERNMENT assures compliance with WAC 399-30-030(3) which identifies eligible costs for projects assisted with Public Works Trust Fund loans.

5.03 Nondiscrimination Provision

During the performance of this contract, the LOCAL GOVERNMENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the LOCAL GOVERNMENT'S noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the LOCAL GOVERNMENT may be declared ineligible for further contracts with the BOARD. The LOCAL GOVERNMENT shall, however, be given a reasonable time in which to cure this noncompliance.

5.04 Historical and Cultural Artifacts

The LOCAL GOVERNMENT agrees that if historical or cultural artifacts are discovered during construction, the LOCAL GOVERNMENT shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at the Washington State Office of Archeology and Historic Preservation.

The LOCAL GOVERNMENT shall require this provision to be contained in all contracts for work or services related to ATTACHMENT I: SCOPE OF WORK.

5.05 Assignment

Neither this agreement, nor any claims arising under this agreement, shall be transferred or assigned by the LOCAL GOVERNMENT without prior written consent of the BOARD.

**PUBLIC WORKS TRUST FUND
Pre-Construction Program
ATTACHMENT 1: SCOPE OF WORK**

PW-01-691-PRE-114

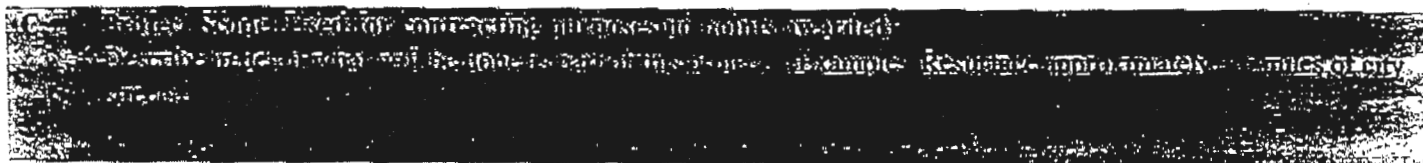
City of Marysville

Wastewater Treatment Plant Upgrade

1. Provide a clear description of the project to be financed in part by a Public Works Trust Fund loan.

SEE ATTACHED

2. The term of this loan will be five years.



The project consists of three main elements: Preliminary Design; Final Design and Permitting for the upgrade of the existing Marysville wastewater treatment facility. In this biennium, the City is applying for funding for the proposed treatment upgrades designed to accommodate for unallocated (Tulalip) flows and City growth to 2020, as well as compliance with interim NPDES limits.

Preliminary design activities will finalize the unit treatment processes and general configuration of the facilities to be constructed. Recommendations in the Final 2001 Wastewater Capital Facilities Plan will be the basis for guiding this phase of the work. The scope of the preliminary design will include;

- An evaluation and recommendations of alternative configurations for a new treatment facility headworks;
- Finalizing process design criteria, including confirmation and updating, if necessary, of the projected flow and pollutant loading on the existing wastewater treatment facility
- Analyze electrical and generator improvements and develop a conceptual plan for the process instrumentation and control and electrical systems
- Improvements and expansion of the aerated lagoons, including aeration system
- Evaluate equipment procurement strategies for facilitating the purchase and installation of additional effluent filtration equipment
- Pilot studies of effluent filters and UV disinfection system.
- Effluent pump station modifications
- Improvements to the existing disinfection facilities
- A comprehensive geotechnical investigation to assure that appropriate foundation systems are designed for structural components and ancillary components of the treatment facility,
- Develop an as-built topographic survey in the vicinity of the facilities included in the upgrade.
- Obtain necessary local construction permits which apply to the plant upgrade
- Preliminary layout of treatment facility processes and ancillary facilities, including plant operations center and new maintenance facility.
- An updated project cost estimate will be prepared as part of the preliminary design

The scope of the final design includes the preparation of construction drawings and specifications for the upgraded wastewater treatment facility, which will become the contract drawings during the bidding process. A detailed construction cost estimate will be developed prior to bidding the project based on the final design drawings and specification. The final design includes process design criteria, hydraulic profile, process flow diagram; civil, structural, mechanical, instrumentation and control, architectural, and electrical drawings and specifications for the following:

- wastewater treatment facility headworks,
- aerated lagoon systems,
- effluent filtration capacity,
- additional disinfection facilities,
- site improvements including upgrades to plant electrical and control systems.
- additions to the plant operations center,
- and a new plant maintenance facility and associated facilities.

The plant upgrade may be bid in several packages to minimize overall project costs.

The scope of the permitting phase of the project includes providing assistance to the City in preparation of applications for a Shorelines Substantial Development permit, local building permit, notice construction application with Puget Sound Air Quality Control Authority, variance to Sensitive Areas Ordinance, and a modification of the City's NPDES

Scope of Work
 Page Two
 PW-01-691-PRE-114

Estimated Project Costs:

	Total
Engineering	\$ 922,978
Environmental Review	\$ 52,265
Land/R-O-W Acquisition	\$ _____
Other Fees	\$ _____
Contingency (20%)	\$ 200,000
1. Other (specify)	\$ _____
Public Involvement/Information	\$ 24,757
TOTAL ESTIMATED COSTS	\$ 1,200,000

Anticipated Fund Sources:

A. Federal Grants	\$ _____
State Grants	\$ _____
 B. Locally Generated Revenue	 \$ _____
General Funds	\$ _____
Capital	\$ 200,000
Other Fund	\$ _____
Rates	\$ _____
Assessments	\$ _____
(LID, RID, ULID)	\$ _____
Special Levies	\$ _____
Federal Loan(s) from: (identify all)	\$ _____
_____	\$ _____
_____	\$ _____
State Loan(s) from: (identify all)	\$ _____
_____	\$ _____
_____	\$ _____
Other: identify sources)	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL LOCAL REVENUE	\$ _____
 C. PUBLIC WORKS TRUST FUND LOAN	 \$ 1,000,000

Scope of Work

Page 3

PW-01-691-PRE-114

Calculating Local Percentage: (Note: Please exclude any expansion/growth costs and funding before calculating the local percentage.)

Calculate as follows:

$$\frac{\text{Total Local Revenue}}{\text{PWTF Loan} + \text{Total Local Revenue}} = \text{Local Loan Percentage}$$

$$\frac{\$200,000}{\$1,000,000 + \$200,000} = 17\%$$

The local contribution must be at least:

Five percent (5%)	for a loan interest rate of	2%
Ten percent (10%)	for a loan interest rate of	1%
Fifteen percent (15%)	for a loan interest rate of	0.5%

Public Works Trust Fund

ATTACHMENT II: ATTORNEY'S CERTIFICATION

I, Grant K. Weed, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Marysville

(the LOCAL GOVERNMENT); and

I have also examined any and all documents and records which are pertinent to the loan agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The LOCAL GOVERNMENT is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The LOCAL GOVERNMENT is empowered to accept the Public Works Trust Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the LOCAL GOVERNMENT from repaying the Public works Trust Fund loan extended by the DEPARTMENT with respect to such project. The LOCAL GOVERNMENT is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the LOCAL GOVERNMENT.

Grant K. Weed
Signature of Attorney

10-16-01
Date

Grant K. Weed
Name

21 Ave. A Snohomish WA 98290
Address

**PUBLIC WORKS TRUST FUND
CONSTRUCTION LOAN AGREEMENT**

**NUMBER PW-04-691-045
CITY OF MARYSVILLE**

PART I: ENTIRE AGREEMENT

This agreement, and incorporated attachments, contains all terms and conditions agreed to by the PUBLIC WORKS BOARD and the LOCAL GOVERNMENT and no other statements or representations written or oral, shall be deemed a part thereof. This contract consists of ten pages and two attachments. An attachment to this agreement, ATTACHMENT I: SCOPE OF WORK, consists of a description of local project activities, certification of the project's useful life, and identification of estimated project costs and fund sources and is, by this reference, incorporated into this agreement as though set forth fully herein. In addition, ATTACHMENT II: ATTORNEY'S CERTIFICATION, is by this reference incorporated into this agreement.

The PUBLIC WORKS BOARD and the LOCAL GOVERNMENT have executed this agreement as of the date and year last written below.

PUBLIC WORKS BOARD

John LaRocque, Executive Director
Public Works Board

Date

APPROVED AS TO FORM ONLY
This 17th Day of March, 2003
Christine O. Gregoire
Attorney General

By: Signature on File

Jeanne A. Cushman
Assistant Attorney General

City of Marysville
LOCAL GOVERNMENT

Dennis L. Kendall

Signature

Dennis L. Kendall

Print Name

Mayor

Title

May 11, 2004

Date

91-6001459

Federal Taxpayer Identification Number

PART II: INTRODUCTION

This loan agreement is made and entered into by and between the PUBLIC WORKS BOARD, or its successor, (referred to as the "BOARD"), a department of the state of Washington, and CITY OF MARYSVILLE (referred to as the "LOCAL GOVERNMENT").

Acting under the authority of Chapter 43.155 RCW, the BOARD has selected the LOCAL GOVERNMENT to receive a Public Works Trust Fund loan for an approved public works project.

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The BOARD and the LOCAL GOVERNMENT have entered into this agreement to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Trust Fund Program. The project will be undertaken by the LOCAL GOVERNMENT and will include the activities described in ATTACHMENT I: SCOPE OF WORK. The project must be undertaken in accordance with PART IV: TERMS AND CONDITIONS, and all applicable state and local laws and ordinances, which by this reference are incorporated into this agreement as though set forth fully herein.

PART IV: TERMS AND CONDITIONS

The parties to this agreement agree as follows:

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4.02 Local Project Share

The LOCAL GOVERNMENT pledges an amount of locally-generated revenue not less than fifteen percent (15%) of the total eligible portion of the project cost not funded by federal or state grants as identified in ATTACHMENT I: SCOPE OF WORK, to be verified at the time of project close-out. Any change in the percentage of locally-generated funds may require an adjustment in the loan amount or interest rate charged, or both. In such event, the LOCAL GOVERNMENT agrees to execute an amendment to this agreement adjusting the loan amount or interest rate, as appropriate.

Local project share must consist of expenditures eligible under WAC 399-30-030(3) and be related only to project activities described in ATTACHMENT I: SCOPE OF WORK. These expenditures may be made up to twelve (12) months prior to the execution of the loan agreement and verified at the time of project close-out.

PUBLIC WORKS TRUST FUND MONIES MAY NOT BE USED TO REIMBURSE THE LOCAL GOVERNMENT FOR ANY COSTS INCURRED PRIOR TO EXECUTION OF THIS LOAN AGREEMENT.

4.03 Disbursement of Loan Proceeds

The availability of funds in the Public Works Assistance Account is a function of tax collection and loan repayment. If funds are not available at the time the invoice is submitted, or when the agreement is executed, the issuance of warrants will be delayed. Therefore, subject to the availability of funds, warrants shall be issued to the LOCAL GOVERNMENT for payment of allowable expenses incurred by the LOCAL GOVERNMENT while undertaking and administering approved project activities in accordance with ATTACHMENT I: SCOPE OF WORK. In no event shall the total Public Works Trust Fund loan exceed eighty five percent (85%) of the eligible actual project costs. The disbursement of loan proceeds shall be initiated by the LOCAL GOVERNMENT on a Washington State Invoice Voucher form. The loan funds will be disbursed to the LOCAL GOVERNMENT as follows:

Within thirty (30) days of the formal execution of this agreement, a sum not to exceed twenty percent (20%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

Within thirty (30) days of the execution of a Notice to Proceed, which follows the formal award of a construction contract, or contract for engineering services, a sum not to exceed twenty five percent (25%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

When the LOCAL GOVERNMENT certifies that 35% of the Public Works Trust Fund loan amount has been spent, a sum not to exceed twenty five percent (25%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

When the LOCAL GOVERNMENT certifies that 60% of the Public Works Trust Fund loan amount has been spent, a sum not to exceed twenty five percent (25%) of the approved Public Works Trust Fund loan shall be disbursed to the LOCAL GOVERNMENT.

At the time of project completion, a Close-out Report, (refer to Section 4.19 for Close-out Report), shall be submitted to the BOARD by the LOCAL GOVERNMENT certifying total actual project costs.

The final Public Works Trust Fund loan disbursement shall not bring the total loan in excess of eighty five percent (85%) of the eligible project costs or the total of \$10,000,000.00 whichever is less. The Close-out Report shall serve as a contract AMENDMENT for determining the final loan amount, interest rate, and local share.

In the event that the final costs identified in the Close-out Report indicate that the LOCAL GOVERNMENT has received Public Works Trust Fund monies in excess of eighty five percent (85%) of eligible costs, all funds in excess of eighty five percent (85%) shall be repaid to the Public Works Assistance Account by payment to the Department of Community, Trade and Economic Development, or its successor, within thirty (30) days of submission of the Close-out Report.

4.04 Interest Earned on Public Works Trust Fund Monies

All interest earned on Public Works Trust Fund Monies held by the LOCAL GOVERNMENT shall accrue to the benefit of the LOCAL GOVERNMENT and be applied to the eligible costs of the approved project. Benefits shall accrue in one of two ways:

1. Reduce the amount of the Public Works Trust Fund loan.
2. Pay any part of eligible project costs that are in excess of ATTACHMENT I: SCOPE OF WORK estimates, if there is an overrun of project costs.

The LOCAL GOVERNMENT shall establish procedures to ensure that all monies received from the Public Works Trust Fund loan can be readily identified and accounted for at any time during the life of this loan agreement. Such procedures shall consist of the establishment of a separate fund, account, sub-account or any other method meeting generally accepted accounting principles.

4.05 Time of Performance

The LOCAL GOVERNMENT shall begin the activities identified within ATTACHMENT I: SCOPE OF WORK no later than three months after loan agreement execution, and reach project completion no later than forty-eight (48) months after the date of agreement execution.

Failure to perform within the time frame described in the preceding paragraph may constitute default of this agreement. In the event of extenuating circumstances, the LOCAL GOVERNMENT may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may, by a two-thirds vote, extend the deadline.

The term of this agreement shall be for the entire term of the loan, irrespective of actual project completion, unless terminated sooner as provided herein.

4.06 Repayment

The first loan repayment under this agreement is due July 1, 2005, and subsequent installments are due on July 1 of each year during the term of the loan. The first repayment under this agreement shall consist of interest only at the rate of one-half percent (1/2%) per annum, calculated on a 360-day year of twelve 30-day months, applied to funds received. Interest will begin to accrue from the date each warrant is issued to the LOCAL GOVERNMENT. Subsequent repayments shall consist of the principal balance due divided by the loan term remaining plus interest on the unpaid balance of the loan. The final payment shall be an amount sufficient to bring the loan balance to zero.

The LOCAL GOVERNMENT has the right to repay the unpaid balance of the loan in full at any time, and the right to repay at a faster rate than is provided in this agreement, provided that any such payment must equal or exceed the principal amount normally due on an annual basis.

The LOCAL GOVERNMENT will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Department of Community, Trade and Economic Development, or its successor, and sent to:

Department of Community, Trade and Economic Development
 Administrative Services Division/Fiscal Unit
 906 Columbia Street S.W.
 P.O. Box 48300
 Olympia, Washington 98504-8300

4.07 Repayment Account

The LOCAL GOVERNMENT shall repay the loan according to the option designated in Section 4.09 Loan Security. The name of the fund, account, or sub-account shall be utility fund 401.

4.08 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 4.06 of this agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a daily penalty beginning on the thirty-first (31) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be twelve percent (12%) per annum calculated on a 360-day year for the delinquent amount.

The same penalty terms shall apply to delinquent repayment of funds paid in excess of eligible costs as provided for in Section 4.03.

The LOCAL GOVERNMENT acknowledges and agrees to the BOARD'S right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the LOCAL GOVERNMENT of such delinquency including, without limitation, the state government and the United States of America or its agencies, credit rating agencies, and the municipal finance market.

The LOCAL GOVERNMENT shall pay the costs and reasonable legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

4.09 Loan Security

The LOCAL GOVERNMENT must select **one** of the following options for securing repayment of the loan. **Please initial the appropriate option.**

1. _____ **General Obligation:** This loan is a general obligation of the LOCAL GOVERNMENT.

OR

2. DA **Revenue Obligation:** This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer or solid waste utility project. LOCAL GOVERNMENTS performing a storm sewer project that have not created a storm sewer utility or a combined sanitary sewer/storm sewer utility may not use this option. Projects providing for a mixture of bridge, road, domestic water, sanitary sewer, and storm sewer activities may not use this option.

This loan is a revenue obligation of the LOCAL GOVERNMENT payable solely from the net revenue of the utility system indicated below. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the LOCAL GOVERNMENT the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

Please choose and initial one of the following utility systems:

- _____ Water
 _____ Sanitary Sewer (Wastewater)
 _____ Stormwater
DA Water/Sanitary Sewer
 _____ Stormwater/Sanitary Sewer
 _____ Solid Waste

OR

3. _____ **Local Improvement District:** Pursuant to RCW 35.51.050, the LOCAL GOVERNMENT pledges to repay this loan from assessments collected from a Local Improvement District, Local Utility District or other similar special assessment district in which the improvements financed by this loan are located. The name of the special assessment district is _____

Nothing in this section shall absolve the LOCAL GOVERNMENT of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this agreement.

4.10 Recordkeeping and Access to Records

The BOARD, the BOARD's agents, and duly authorized officials of the State shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the LOCAL GOVERNMENT and of persons, firms, or organizations with which the LOCAL GOVERNMENT may contract, involving transactions related to this project and this agreement.

The LOCAL GOVERNMENT agrees to retain all records pertaining to this project and this agreement for a period of six years from the date of project close-out. If any litigation, claim or audit is started before the expiration of the six year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.11 Reports

The LOCAL GOVERNMENT, at such times and on such forms as the BOARD may require, shall furnish the BOARD with such periodic reports as it may request pertaining to the activities undertaken pursuant to this agreement including, but not limited to, quarterly progress reports, the Close-Out Report, and any other matters covered by this agreement. Failure to file periodic reports as requested may result in termination of this agreement as per Section 4.14.

4.12 Indemnification

The LOCAL GOVERNMENT will defend, protect, indemnify, save, and hold harmless the BOARD, and the state of Washington from and against any and all claims, costs, damages, expenses, or liability for any or all injuries to persons or tangible property, arising from the acts or omissions of the LOCAL GOVERNMENT or any of its contractors or subcontractors, or any employees or agents in the performance of this agreement, however caused. In the case of negligence of both the BOARD and the LOCAL GOVERNMENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

4.13 Amendments, Modifications, and Waivers

Except for an increase in the amount of the loan governed by this agreement, the LOCAL GOVERNMENT may request an amendment to this agreement for the purpose of modifying the SCOPE OF WORK or for extending the time of performance as provided for in Section 4.05. No modification or amendment resulting in an extension of time shall take effect until a request in writing has been received and approved by the BOARD in accordance with Section 4.05. No amendment or modification shall take effect until approved in writing by both the BOARD and the LOCAL GOVERNMENT and attached hereto. No conditions or provisions of this agreement may be waived unless approved by the BOARD in writing.

4.14 Termination for Cause

If the LOCAL GOVERNMENT fails to comply with the terms of this agreement, or fails to use the loan proceeds only for those activities identified in ATTACHMENT I: SCOPE OF WORK, the BOARD may terminate the agreement in whole or in part at any time. The BOARD shall promptly notify the LOCAL GOVERNMENT in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect LOCAL GOVERNMENT obligations to repay the unpaid balance of the loan.

4.15 Termination For Convenience

The BOARD may terminate this agreement in the event that federal or state funds are no longer available to the BOARD, or are not allocated for the purpose of meeting the BOARD'S obligations under this agreement. Termination will be effective when the BOARD sends written notice of termination to the LOCAL GOVERNMENT. Nothing in this section shall affect LOCAL GOVERNMENT obligations to repay the unpaid balance of the loan.

4.16 Governing Law and Venue

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this agreement shall be the Superior Court of Thurston County, Washington. The prevailing party is entitled to recover costs in accordance with Washington State Law (Chapter 4.84 RCW).

4.17 Severability

If any provision under this agreement or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the agreement which can be given effect without the invalid provision.

4.18 Project Completion

The BOARD will require and notify the LOCAL GOVERNMENT to initiate a Close-out Report when the activities identified in ATTACHMENT I: SCOPE OF WORK are completed. In the report, the LOCAL GOVERNMENT will provide the following information to the BOARD:

1. A certified statement of the actual dollar amounts spent, from all fund sources, in completing the project as described.
2. A certified statement that the project, as described in the Loan Agreement's Scope of Work, is complete and has been designed/constructed to required standards.
3. Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.
4. Provide a date for reporting LOCAL GOVERNMENT conformance with the performance measures identified in ATTACHMENT I: SCOPE OF WORK.

4.19 Project Close-Out

In accordance with Section 4.03 of this agreement, the LOCAL GOVERNMENT will submit, together with the Close-out Report, a request for a sum not to exceed the final five percent (5%) of the loan amount. This disbursement shall not occur prior to the completion of all project activities. The LOCAL GOVERNMENT shall be responsible to ensure that their contractor(s) are in compliance with the Department of Revenue and the Department of Labor & Industries requirements.

4.20 Audit

Audits of the LOCAL GOVERNMENT'S project activities may be conducted by the Municipal Division of the State Auditor's Office in accordance with state law and any guidelines the Department of Community, Trade and Economic Development, or its successor, may prescribe. Payment for the audit shall be made by the LOCAL GOVERNMENT.

4.21 Project Signs

If the LOCAL GOVERNMENT displays, during the period covered by this agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Trust Fund as a participant in the project.

4.22 Nondiscrimination Provision

During the performance of this contract, the LOCAL GOVERNMENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the LOCAL GOVERNMENT'S noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the LOCAL GOVERNMENT may be declared ineligible for further contracts with the BOARD. The LOCAL GOVERNMENT shall, however, be given a reasonable time in which to cure this noncompliance.

4.23 Historical and Cultural Artifacts

The LOCAL GOVERNMENT agrees that if historical or cultural artifacts are discovered during construction, the LOCAL GOVERNMENT shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at the Washington State Office of Archeology and Historic Preservation.

The LOCAL GOVERNMENT shall require this provision to be contained in all contracts for work or services related to ATTACHMENT ONE: SCOPE OF WORK.

PART V: SPECIAL ASSURANCES

The LOCAL GOVERNMENT assures compliance with all applicable state and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project. Of particular importance are the following:

5.01 RCW 43.155.060

The LOCAL GOVERNMENT shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Trust Fund program.

5.02 WAC 399-30-030(3)

The LOCAL GOVERNMENT assures compliance with WAC 399-30-030(3) which identifies eligible costs for projects assisted with Public Works Trust Fund loans.

5.03 Assignment

Neither this agreement nor any claims arising under this agreement, shall be transferred or assigned by the LOCAL GOVERNMENT without prior written consent of the BOARD.

✓ OK

**PUBLIC WORKS TRUST FUND
CONSTRUCTION LOAN**

ATTACHMENT 1: SCOPE OF WORK

PW-04-691-045

CITY OF MARYSVILLE

WASTEWATER TREATMENT PLANT UPGRADE AND EXPANSION

1. Provide a clear description of the project to be financed in part by a Public Works Trust Fund loan.

Wastewater Treatment Plant Improvements-Phase 2

- expansion of aerated lagoon system to Cells 3A and 3B – 18 additional aerators,
- expanded effluent filtration capacity – expanding capacity from 3.5 to 10.4 mgd (maximum-month capacity),
- additional disinfection facilities (both UV and liquid hypochlorite) – peak flow capacity of 15.6 mgd,
- site improvements including upgrades to plant electrical and control systems,
- additions to the plant operations center for adequate staff support,
- new plant maintenance facility and associated facilities.

Effluent Transfer Pipeline

- plan and profile drawings for open-trench pipelines – 1550 feet of 36-inch diameter, and 16,000 feet of two 26-inch diameter HDPE pipelines,
- plan and profile drawings for horizontal directional drilling – two borings for 36-inch diameter HDPE pipe with lengths of 2860 feet and 2115 feet, respectively,
- associated site civil, paving and piping details

The plant upgrade will be bid in three separate packages to minimize overall project costs as follows:

- *Wastewater Treatment Plant Improvements – Phase 2*
- *Effluent Transfer Pipeline – Contract A (Open Trench)*
- *Effluent Transfer Pipeline – Contract B (Horizontal Directional Drill)*

Scope of Work

Page 2

Loan Number PW-04-691-045

2. Identify the project's performance measures.

The project will allow the City to process collected sewage flows from the Marysville service area with a projected 2020 population of 72,021 (compared to the 1999 population of 42,753) and corresponding 2020 peak hourly flow of 26.5 million gallons per day.

By 2004 the City will have met the NPDES Waste Discharge Permit No. WA-00249-7 standards for discharging treated effluent into the Snohomish River estuary.

3. The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 20 years, whichever is less. If the local government prefers the term of its loan to be less than either 20 years or the useful life of the improvements, the preferred loan term should be indicated: 20 years.
4. I, Jeffrey D. Massie, P.E., licensed engineer, certify that the average expected useful life for the improvements described above is 20 years.

Signed:

Date:

Telephone:

Jeffrey D. Massie
3-16-04
360 651 5139

Scope of Work

Page 3

Loan Number PW-04-691-045

Estimated Project Costs:

	Total Costs
Engineering	\$ <u>3,715,426</u>
Environmental Review	\$ <u>200,000</u>
Land/R-O-W Acquisition	\$ _____
Public Involvement/Information	\$ <u>50,000</u>
Other Fees	\$ _____
Construction	\$ <u>34,792,551</u>
Construction Inspection & Mgt.	\$ <u>1,505,023</u>
Contingency (___%)	\$ _____
1. Other (Specify)	\$ _____
2. Other (Specify)	\$ _____
TOTAL ESTIMATED COSTS	\$ <u>40,263,000</u>

Anticipated Fund Sources:

A. Federal Grants	\$ _____
State Grants	\$ _____
 B. Locally Generated Revenue	
General Funds	\$ _____
Capital Budget	\$ <u>1,000,000</u>
Other Fund (Revenue Bonds)	\$ <u>18,263,000</u>
Rates	\$ _____
Assessments	\$ _____
(LID, RID, ULID)	\$ _____
Special Levies	\$ _____
Federal Loan(s) from: (identify all)	\$ _____
_____	\$ _____
State Loan(s) from: (identify all)	
PWTF Loan #PW-01-691-PRE-114	\$ <u>1,000,000</u>
PWTF Loan #PW-02-691-033	\$ <u>10,000,000</u>
Other: (identify sources)	\$ _____
_____	\$ _____
TOTAL LOCAL REVENUE	\$ <u>30,263,000</u>
 C. PUBLIC WORKS TRUST FUND LOAN	\$ <u>10,000,000</u>

Scope of Work

Page 4

Loan Number PW-04-691-045

Calculating Local Percentage:**Notes:** 1. Grant funds **cannot** be counted as local match.

Calculate as follows:

$$\frac{\text{Total Local Revenue}}{\text{PWTF Loan} + \text{Total Local Revenue}} = \text{Local Percentage } 75.2$$

The local contribution must be at least:

Five percent (5%)	for a loan interest rate of	2%
Ten percent (10%)	for a loan interest rate of	1%
Fifteen percent (15%)	for a loan interest rate of	0.5%

PUBLIC WORKS TRUST FUND

ATTACHMENT II: ATTORNEY'S CERTIFICATION

I, Grant K. Weed, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Marysville

(the LOCAL GOVERNMENT); and

I have also examined any and all documents and record which are pertinent to the loan agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The LOCAL GOVERNMENT is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The LOCAL GOVERNMENT is empowered to accept the Public Works Trust Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the LOCAL GOVERNMENT from repaying the Public Works Trust Fund loan extended by the DEPARTMENT with respect to such project. The LOCAL GOVERNMENT is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the LOCAL GOVERNMENT.

Grant K. Weed
Signature of Attorney

5-10-04
Date

Grant K. Weed
Name


21 Ave A Snohomish Wa. 98290
Address

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 13, 2014

AGENDA ITEM: Supplemental Professional Services Agreement with Murray, Smith & Associates for Professional Engineering Services	
PREPARED BY: Patrick Gruenhagen, Project Manager DEPARTMENT: Engineering	DIRECTOR APPROVAL: 
ATTACHMENTS: <ul style="list-style-type: none">Professional Services Agreement Supplement No. 3	
BUDGET CODE: 40220594.563000 W1302	AMOUNT: \$47,301.00

SUMMARY:

The City contracted with Murray, Smith & Associates (MSA) in the spring of 2013 to initiate preliminary design and permitting for the Sunnyside Water Treatment Plant Project. The City executed Supplement 1 to its agreement with MSA in December 2013 and followed with Supplement 2 in April of this year — for final design of the project and pilot testing/blending analysis of the Highway 9 source, respectively.

Supplement 3 to the original agreement, as attached, is intended to establish the framework for certain refinements which will add value to the treatment plant design. The first involves a change to the building's layout that would bring about the need for further architectural, mechanical, and electrical design — to support use of the second story for storage and/or temporary occupied use. This, along with the incorporation of a “multipurpose room” (already complete), will help to maximize possible “dual use” options for the facility – maintaining flexibility to utilize these spaces for training, conferences, or satellite emergency operations.

By contrast, the second significant design revision focuses on the technical operation of the Plant, specifically its ability to introduce a finely-tuned “blend” of JOA (Everett) and treated well water into the City's water distribution system. This will be accomplished through retrofit of Sunnyside Well 2 with what is known as a “variable frequency drive” (VFD) – a device that will allow the City to more precisely (and efficiently) control delivery of well water to the Plant. In light of the anticipated composition of “straight” treated well water, and potential aesthetic concerns relating to water hardness, the added flexibility afforded by a VFD will prove beneficial to the long-term operation of the Plant.

Presently, design for the new treatment plant is approaching 90% completion. The City is actively coordinating with the Department of Health to seek and obtain its approval to move forward with construction, which is scheduled to begin this coming January.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign and execute Professional Services Agreement Supplement No. 3 in the amount of \$47,301.00 with Murray, Smith & Associates, Inc.</p>

**SUPPLEMENTAL AGREEMENT NO. 3
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MARYSVILLE
AND
MURRAY, SMITH & ASSOCIATES, INC.**

This Supplemental Agreement No. 3 is made and entered into on the ____ day of October, 2014, between the City of Marysville, hereinafter called the "City" and Murray, Smith & Associates, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for the Sunnyside Well Filtration Project, hereinafter called the "Project," said Agreement being dated April 8, 2013; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for additional design services for a new water treatment plant and a related disinfection investigation, and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated April 8, 2013 shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A3, attached hereto and by this reference made part of this Supplemental Agreement No. 3.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph IV.1 Payments, Section (a), the second sentence is amended to include the additional Consultant fee of \$47,301.00 and shall read as follows: "....shall total payment under this agreement exceed \$695,664.00."

PROFESSIONAL SERVICES AGREEMENT – Supplemental - Page 1 of 2

W/forms/municipal/MV0038.B PSA Supplemental 2014

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$353,338.00
Supplemental Agreement No.1	\$258,833.00
Supplemental Agreement No.2	\$36,192.00
Supplemental Agreement No.3	<u>\$47,301.00</u>
Grand Total	\$695,664.00

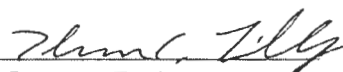
3. Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement to terminate at midnight February 28, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 3 as of the day and year first above written.

CITY OF MARYSVILLE

MURRAY, SMITH & ASSOCIATES

By: _____
Jon Nehring, Mayor

By: 
Its Principal Engineer
Thomas C. Lindberg

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

City Attorney

PROFESSIONAL SERVICES AGREEMENT – Supplemental - Page 2 of 2

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EXHIBIT A-3

**ENGINEERING SERVICES
FOR
ADDITIONAL FINAL DESIGN ELEMENTS
HIGHWAY 9 WELL DISINFECTION EVALUATION
FOR
SUNNYSIDE WELLS TREATMENT FACILITIES PROJECT
CITY OF MARYSVILLE, WA**

BACKGROUND

Murray, Smith & Associates, Inc. (MSA) has developed the following modifications to the original scope of work and fee estimate for engineering design for the City of Marysville Sunnyside Well Treatment Facility at the request of the City. These additional tasks include:

- Task 1 – Additional Design Elements for Sunnyside Well Treatment Facility
- Task 2 – Highway 9 Well Disinfection Evaluation

SCOPE OF WORK

Task 1 – Additional Design Elements

The City and MSA entered into Agreement for preliminary design of the Sunnyside Well Treatment Facility on April 8, 2013. Subsequent to this, the parties executed Supplement No. 1 on December 9, 2013, for the purposes of carrying the design forward to 100% completion. Additional design elements, outside the original scope of work, are required to support the project as it has developed over the past few months. These additional tasks include:

- Additional project management to reflect the extension of final design timeline of the project;
- Design of Well 2 pump variable frequency drive;
- Design of Treatment Facility building 2nd floor as an occupied space;
- Design of Treatment Facility building fire sprinkler and alarm systems

1.1- Additional Project Management – Final Design

Work under this subtask includes additional project management services required due to the extension of length of the design phase of the project to accommodate additional design elements of the project. Bid ready documents were originally scheduled to be prepared by July 2014. The most current schedule shows that bid ready documents will be prepared by November 2014.

1.2 –Design of Well 2 Pump Variable Frequency Drive

Following the completion of pilot study and blending evaluation studies for the Sunnyside Wells, completed during the design phase, it became apparent that the City would benefit from a broad

range of control capabilities for the blending of groundwater and surface water sources at the new treatment facility. Toward this end, additional design will be undertaken to equip the existing Sunnyside Well 2 pump with a variable frequency drive (VFD), to be located within the existing well house. Specific design elements include the following:

- Design plans and specifications for one (1) new VFD suitable for installation with the Well 2 pump.
- Design plans and specifications for new Well 2 pump motor that will be compatible with the proposed VFD.
- Design plans and specifications of HVAC improvements to ensure adequate air flow to/from the VFD and a proper environment is maintained within the room housing the VFD.
- Design and specification of architectural and structural improvements to the existing Well House in order to accommodate the new VFD and proposed HVAC improvements.
- Updating the well supply hydraulic system and pump curves to ensure proper operation of the two well pumps in parallel.
- Integration of the VFD into the new Sunnyside Well Treatment Facility control system description and P&ID.

1.3 – Design of Treatment Facility Building 2nd Floor as Business Class Occupancy

During the design process, the City determined that it would be desirable to utilize space located above the proposed multi-purpose room in the Treatment Facility building — originally designed and classified as an unoccupied space — for storage and temporary occupied use. This change of use requires additional architectural, mechanical and electrical design to ensure adequate lighting, as well as HVAC design considerations to ensure consistency with the proposed occupancy requirements.

1.4 – Design of Treatment Facility Building Fire Sprinkler and Alarm Systems

In accordance with comments received from the Fire Marshall during design review, the City has chosen to move forward with design and installation of an automatic fire sprinkler and alarm system for the Treatment Facility building. MSA and subconsultant Casne Engineering will prepare performance-based designs and specifications for these systems.

Task 2 – Highway 9 Well Disinfection Evaluation

Background:

In summer 2013, MSA's team completed well capacity pump testing and a raw water blending evaluation of the Highway 9 Well water with the Sunnyside Well sources to develop the pilot-testing protocol for the Sunnyside Well source. Bench scale testing at the time indicated that treatment of the Highway 9 Well water may be feasible with similar treatment technology to that being pursued for the Sunnyside Wells.

At the same time, MSA also evaluated three production alternatives for Highway 9 Well source which included a) the construction of a dedicated treatment facility at the Highway 9 Well site,

b) conveyance of Highway 9 Well water to the treatment facility planned at the Sunnyside Wells site, and c) pursuit of approval for a change in the point of withdrawal of the Highway 9 Well water right (from its existing location at Highway 9 to the Sunnyside site). The evaluation concluded that on-site treatment at the Highway 9 Well site was the most preferable and cost-effective of the three alternatives. The first step toward pursuing treatment at Highway 9, as with Sunnyside, involved completion of a treatment pilot study for the existing well source.

Accordingly, a pilot study at the Highway 9 Well site was completed in June 2014, with positive results confirming that treatment was feasible with similar treatment technology being pursued for the Sunnyside Wells.

In order to further evaluate the viability of the Highway 9 well as a potential source for drinking water, the City must now assess the degree to which disinfection contact time can be met prior to the first customer connection in the distribution system. This is the next step in determining the feasibility of providing treatment for the Highway 9 Well. The subtasks below outline the work that must be undertaken to evaluate contact time requirements for the Highway 9 Well.

2.1 - Data Request

Prepare a list of data needed for the project, submit to the City, and coordinate with the City during the data collection process. This includes preparing additional lists of data needed for the project, as necessary.

2.2 - Review Data and Information

Review data and information provided by the City and extract relevant information for the project. This will include:

- Gather and review existing mapping, design drawings, record drawings, engineering reports and other data related to the Highway 9 Reservoir and Well site, facilities and adjacent distribution system.
- Review of existing water distribution piping, valving and reservoir operation, including available SCADA data.
- Review proposed future reservoir plans.
- Review of existing site access, security provisions, and easements.

2.3 - Desktop CT Calculations

Because a positive bacteriological sample was observed several years ago at the Highway 9 Well, the Department of Health (DOH) requires 4-log virus disinfection (CT = 6 mg/L-min for groundwater) be achieved prior to the City's first customer. MSA will perform spreadsheet-based calculations to determine the CT that could likely be achieved in the future Highway 9 treatment plant, considering contact time within pipelines downstream of the point of chlorination, filter vessel, finished water piping, existing and future Highway 9 reservoirs (with modifications), and distribution system piping prior to the City's first customer.

MSA will also evaluate and determine a disinfection CT that could be achieved with modifications to the Highway 9 Well so that it could be used as an emergency source prior to implementing treatment improvements for the well.

Assumptions:

Conservative estimates of the contact time and chlorine residuals within the future Highway 9 treatment plant and associated pipes will be developed based on a similar configuration of the treatment facilities at the Sunnyside Well Treatment Facility.

City Responsibilities:

1. Provide all available record drawings for City's facilities, available SCADA data, and other requested data.
2. Provide Highway 9 site plan of current facilities in AutoCAD format.

MSA Deliverables:

1. Electronic copy of formal "Request for Information"
2. Results of Desktop CT Calculations analysis (spreadsheet format).


EXHIBIT B-3
SUNNYSIDE WELLS TREATMENT FACILITIES
CITY OF MARYSVILLE
PROPOSED FEE ESTIMATE

TASK									ESTIMATED FEES			
	Proj. M	Proj. DP	Eng. M	Eng. P	Proj. M	Ex. Tech	Admin	Total Hours	MSA Labor	Sub	MGA Estimated	Total
	\$150	\$150	\$146	\$146	Hour	Year	Sta					
	FE	AS	NY	CV	AC	DM	DB					
Task 1 - Additional Design Elements												
1.1 Project Management - Final Design Schedule Extension (3 months)	1		9	3			1	14	\$ 2,000	\$ 1,531	\$ 14	\$ 3,545
1.2 Design of Well No. 2 VFD	1	2	4	32	4	8		51	\$ 6,910	\$ 9,610	\$ 180	\$ 16,699
1.3 Design Arch/Mech/Elect elements for 2nd Floor of Treatment Facility	2		14	28	24	12		80	\$ 10,312	\$ 3,661	\$ 273	\$ 14,246
1.4 Design Fire Sprinkler/Alarm systems	1	4	4	12	4	3		29	\$ 3,974	\$ 3,661	\$ 343	\$ 7,978
Task Subtotal	5	6	31	75	32	24	1	174	\$ 23,196	\$ 18,462	\$ 810	\$ 42,468
Task 2 - Highway 9 Treatment Disinfection Evaluation												
2.1 Data Request			1	1				2	\$ 284	\$ -	\$ 2	\$ 286
2.2 Review Data and Information			1	2	4			7	\$ 846	\$ -	\$ 7	\$ 853
2.3 Desktop CT Calculations		8	8	8			2	26	\$ 3,668	\$ -	\$ 26	\$ 3,694
Task Subtotal	0	8	10	11	4	0	2	35	\$ 4,798	\$ -	\$ 35	\$ 4,833
TOTAL	5	14	41	86	36	24	3	209	\$ 27,994	\$ 18,462	\$ 845	\$ 47,301

Index #8

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/13/2014

AGENDA ITEM: Renewal of the Work Plan/Financial Plan for the Cooperative Services Agreement between the City of Marysville and the United States Department of Agriculture	
PREPARED BY: Kari Chennault	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: Two original copies of the Work Plan/Financial Plan	
BUDGET CODE: 40145040.541000	AMOUNT: \$15,000.00
SUMMARY:	

Renewal of the attached Work Plan/Financial Plan for the Cooperative Services Agreement between the City of Marysville and the United States Department of Agriculture will allow the City to utilize services to conduct wildlife damage management activities to control beavers and other nuisance wildlife. The provided service will be in the form of technical assistance or direct control.

This Work Plan/Financial Plan will provide wildlife control services up to a cost of \$15,000 annually. These services are available to several Departments throughout the City.

<p>RECOMMENDED ACTION: Staff recommends that City Council Members authorize the Mayor to sign and execute the attached Work Plan/Financial Plan for the Cooperative Services Agreement between the City of Marysville and the USDA in the amount of \$15,000.</p>
--

WORK PLAN/FINANCIAL PLAN

Cooperator: City of Marysville

Contact: Jim Ballew, 360-363-8402

Kari Chennault, Program Engineer 360-363-8277

Officer Dave Vasconi, Marysville PD 425-754-8843

Cooperative Service Agreement No.: 15-73-53-6173-RA

WBS Code: AP.RA.RX53.73.0178

FMMI Shorthand Code: 5XWSWR5353REIMBURRX53730178

Location: City of Marysville

Date: October 1, 2014 through September 30, 2015

In accordance with the Cooperative Service Agreement between the City of Marysville and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities, and budget of the wildlife control activities for the period of October 1, 2014 through September 30, 2015.

Program Objective/Goals

APHIS-WS objective is to provide assistance to the City of Marysville, when they experience wildlife conflicts caused by beavers, coyotes and other nuisance wildlife. This assistance may be in the form of educational information or direct control. If direct control is necessary, the most effective and safe control tools and techniques will be utilized.

Plan of Action

The objectives of the wildlife control activities will be accomplished in the following manner:

1. WS will assign a Wildlife Specialists on an intermittent basis up to 280 hours and will also provide the vehicle, field supplies, and equipment for the project.
2. WS will conduct aggressive control in areas of flooding with continued maintenance and monitoring in areas where beaver populations are reduced to prevent re-infestation.
3. WS will conduct aggressive control of coyotes when coyotes are causing a human health and safety issue.
4. Damage control will be accomplished by the following methods:
 - Technical assistance to improve and expand non-lethal methods (i.e. exclusion, eliminate feeding, etc.)
 - Trapping
 - Shooting

5. Matt Cleland in the WS District Office (360) 337-2778 in Poulsbo will supervise this project. This project will be monitored by Roger Woodruff, State Director, Olympia, (360) 753-9884.
6. WS will cooperate with the Washington Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
7. City of Marysville will be billed quarterly by APHIS-WS only for the expenses incurred, plus Overhead and Pooled Job Costs. Salaries and benefits are defined as compensation for all hours worked, benefits, differentials, hazardous duty allowances, annual leave, sick leave and awards. Invoices for the period of the Work Plan/Financial Plan cumulatively will not exceed \$15,000. The financial point of contact for this Work Plan/Financial Plan is Roberta Bushman, Administrative Officer, (360) 753-9884.

BUDGET

Listed below are the estimated costs of the wildlife control program outlined above:


Salary & Benefits	\$ 10,850
Vehicle Fuel	875
Supplies	<u>72</u>
Subtotal	11,797
Overhead	1,905
Pooled Job Cost	<u>1,298</u>
TOTAL	<u>\$ 15,000</u>

CITY OF MARYSVILLE
 6915 ARMAR RD
 MARYSVILLE, WA 98270

 Mayor

 Date

UNITED STATES DEPARTMENT OF AGRICULTURE
 ANIMAL AND PLANT HEALTH INSPECTION SERVICE
 WILDLIFE SERVICES


 State Director, WA/AK

8-28-14

 Date

 Director, Western Region

 Date

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 13, 2014

AGENDA ITEM: Approve Annual Support Agreement and License Agreement for Munis Software	
PREPARED BY: Worth Norton, DEPARTMENT: Finance - Information Services	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Annual Support Agreement and License Agreement for Munis Software Renewal	
BUDGET CODE: 50300030 541000	AMOUNT: \$63,213.91

SUMMARY:

The attached contract is for the renewal of the previous contract for the yearly license and support for Munis software. This agreement provides support for the City's financial software. Munis software is the City's financial software package including all Accounting, Utility Billing, and Payroll software. This agreement provides user and administrative support for all applications as well as software updates and maintenance.

RECOMMENDED ACTION:

The Finance and Information Services Departments recommend that the City Council authorize the Mayor to sign the attached contract renewal and approve payment.

Annual Support Agreement and License Agreement for Munis® Software

This Annual Support Agreement and License Agreement for Munis® Software ("Support Agreement") is made by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the client named in the attached invoice ("Client").

WHEREAS, Tyler and Client are parties to an original agreement ("Agreement"); and

WHEREAS, Tyler and Client desire to renew the maintenance services term under the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Tyler shall provide maintenance services to Client, as specified in the Agreement and Tyler's then-current support call process, during the period set forth in the attached invoice.
2. Client shall remit to Tyler maintenance fees in the amount set forth in the attached invoice.
3. Maintenance services will renew automatically for additional one (1) year terms at Tyler's then-current maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.
4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and School Division

Client: _____

By: *Christopher P. Hepburn*

By: _____

Name: Christopher P. Hepburn

Name: _____

Title: Senior Vice President

Title: _____

Date: _____

**ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT
FOR MUNIS® SOFTWARE**

Invoice to:	City of Marysville	Contact:	Sandy Langdon
4700	Attn: Sandy Langdon		
Address:	1049 State Avenue	Telephone:	360.651.5017
	Marysville, WA 98270		

This Support and License Agreement (herein "Agreement") is entered into between City of Marysville (Licensee) with its principal place of business at 1049 State Avenue, Marysville, WA and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 10th day of August 2013.

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

I. Term of Agreement

This Agreement is effective as of 10/09/13 and shall remain in force until 10/08/14 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

II. Scope of the Agreement

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of: City/Town/Village School County Other (This Agreement is limited to only those entities marked.)

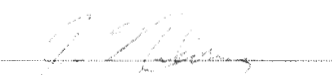
III. Payment

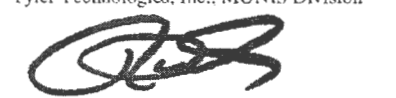
- Licensee agrees to pay MUNIS \$ 56,773.05, for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
- Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

IV. Covered Products

This Agreement is limited to the following listed products which are registered for Licensee's Windows 2003 system.

Application:	Application:
Accounting/GL/BG/AP	D
Accounts Receivable	D
Fixed Assets	D
General Billing	D
HR Management	B
Inventory	D
MUNIS Crystal Reports	D
MUNIS Office	D
Payroll	B
Project & Grant Accounting	D
Purchase Orders	D
Requisitions	D
Utility Billing	D
Tyler Forms Processing	D
UB Interface	D

Licensee¹

 Date 8/16/13

Tyler Technologies, Inc., MUNIS Division

 Richard E. Peterson, Jr., President
 Date August 16, 2013

* Current Billable Service Rates are available on request.
 Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

ORIGINAL

¹ Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
 - a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
 - b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
 - c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
 - d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
 - e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
 - f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
 - a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
 - b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
 - a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
 - b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.

VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

Index #10

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

CITY COUNCIL MEETING DATE: October 13, 2014

AGENDA ITEM: State Ave 116 th to 136 th – 12129 State Ave	
PREPARED BY: Jeff Laycock, PE, Project Manager	DIRECTOR APPROVAL: <i>OK for KM</i>
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: Snohomish County PUD Distribution Easement	
BUDGET CODE: R1404	AMOUNT: N/A

SUMMARY:

This project requires the relocation of PUD poles along the State Ave corridor. As part of the relocation an easement is required to accommodate a new anchor at 12129 State Ave.

RECOMMENDED ACTION:
Staff recommends Council authorize the Mayor to sign and execute the PUD Distribution Easement with the PUD to allow installation of a guy wire.

AFTER RECORDING RETURN TO:
Public Utility District No. 1 of Snohomish County
Attn: Real Estate Services - 04
P.O. Box 1107
Everett, WA 98206



1180 (Rev. 3/92)

DISTRIBUTION EASEMENT
Underground and/or Overhead

E-
NW 9 (30-05)
(392918-03) 16884 – W20764

THIS INDENTURE made this _____ day of _____, 2014, between
CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as Grantor,
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, and **Frontier Communications Northwest Inc.,**
hereinafter referred to as Grantee; WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish,
State of Washington, described as follows:

**ALL THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING WESTERLY OF THE NORTHERN
PACIFIC RAILWAY COMPANY RIGHT-OF-WAY;**

**THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9,
TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS
FOLLOWS:**

**BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SAID NORTHEAST QUARTER OF THE
NORTHWEST QUARTER, 376 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST TO
THE EAST BOUNDARY LINE OF PACIFIC HIGHWAY; THENCE SOUTHEASTERLY ALONG SAID EAST
BOUNDARY LINE OF SAID HIGHWAY 324.7 FEET; THENCE EAST TO THE BOUNDARY LINE OF SAID
NORTHWEST QUARTER; THENCE NORTH ALONG SAID EAST BOUNDARY LINE 311.6 FEET, MORE OR
LESS, TO THE POINT OF BEGINNING.**

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

TAX PARCEL NUMBERS: 30050900204500

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under
and upon the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other
valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents,
contractors, successors and assigns, the perpetual right, privilege, and authority to construct, erect, alter, improve,
extend, repair, operate, and maintain electric distribution line facilities consisting of poles and/or structures and/or
underground facilities, or combinations thereof, with necessary braces, guys, and anchors, and to install or place
upon or suspend from such poles or facilities, distribution wires, insulators, cross-arms, transformers, and other
electrical equipment, communication wires and/or cables, and other necessary or convenient appurtenances,
across, over, under and upon the following described lands and premises situated in the County of Snohomish,
State of Washington, to-wit:

**That portion of the above described property as shown on Exhibit "A" attached hereto and by this
reference made a part hereof.**

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for
the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said
line, and the right at any time to remove said facilities from said lands.

Also the right at all times to cut and/or trim all brush, timber, trees or other growth standing or growing
upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said line or to persons
or property by reason of proximity to said line. Grantor and the heirs, successors, or assigns of Grantor hereby
covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area
without approval of the District.

The Grantor and the heirs, successors or assigns of Grantor covenant and agree not to do any blasting
or discharge any explosives within a distance of three hundred (300) feet of said line without giving reasonable
notice in writing to the Grantee, its successors or assigns, of intention so to do.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said poles, wires and appurtenances from said lands, or shall otherwise permanently abandon said line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of land aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

Please sign and have notarized below

CITY OF MARYSVILLE

By: _____

State of Washington)

County of _____) ss.

)

I certify that I know or have satisfactory evidence that _____

signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it,

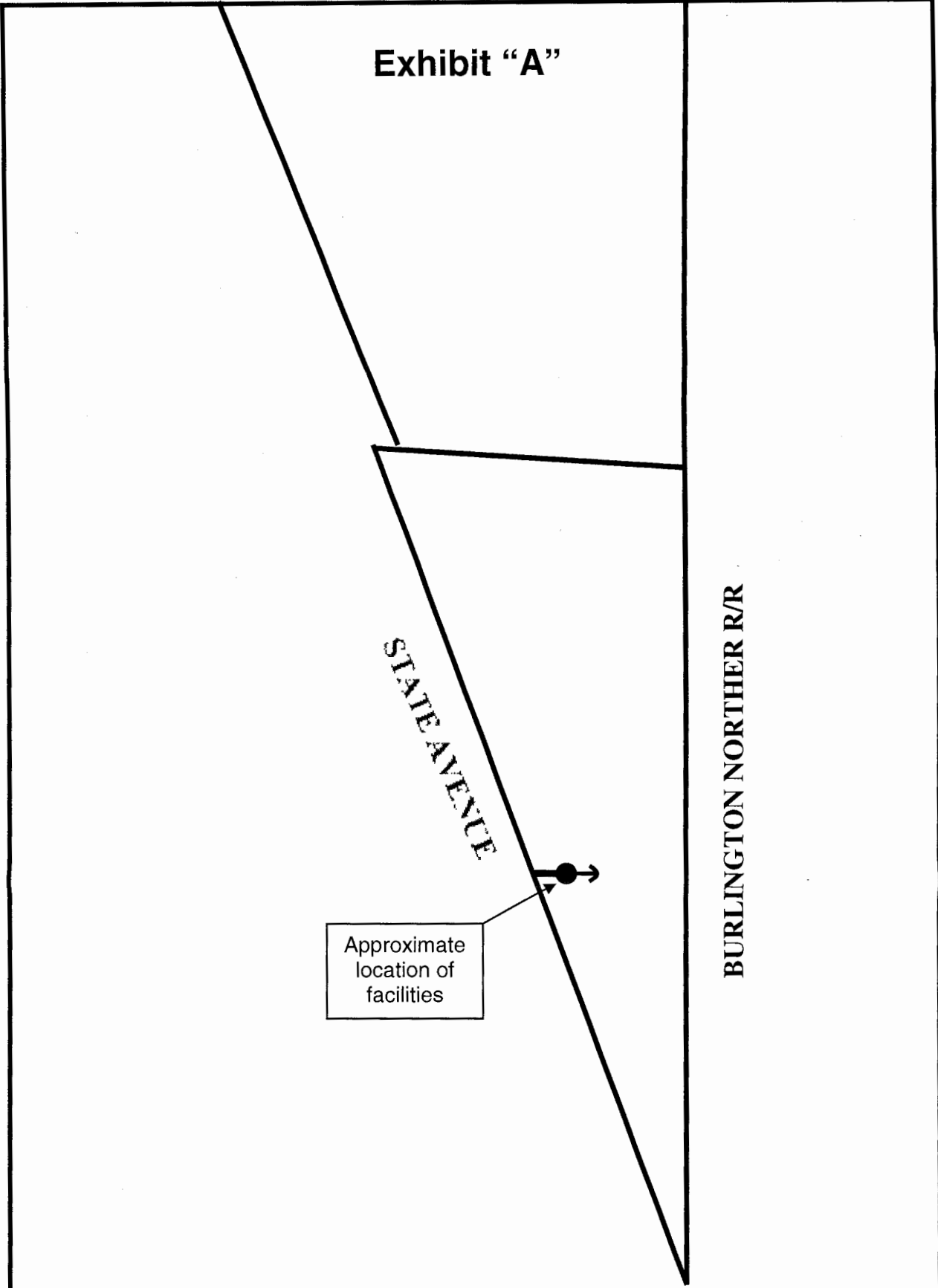
as the _____ of CITY OF MARYSVILLE, a municipal corporation of the State of

Washington, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____
Notary Public


Commission expires: _____



THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE AN ACCURATE SURVEY

Not To Scale

NW 9-30-5

9/15/14	City of Marysville	W.O. #392918
 <p>SNOHOMISH COUNTY PUD PUBLIC UTILITY DISTRICT NO. 1</p>	Tax Lot # 30050900204500	R/W #16884

Index #11

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/13/14

AGENDA ITEM: Personnel Rule Revisions	
PREPARED BY: Kristie Guy DEPARTMENT: Human Resources	DIRECTOR APPROVAL:
ATTACHMENTS: Personnel Rules	
BUDGET CODE:	AMOUNT:

SUMMARY:

The last review of the City of Marysville Personnel Rules was conducted in 2009. Since that time there have been changes to local, state and federal laws. The attached Personnel Rules have been updated to reflect current city policies and practices; to reflect current state and federal laws and regulations; and improve readability.

RECOMMENDED ACTION:

Staff recommends that the Council Authorize the Mayor to sign the revised Personnel Rules of the City of Marysville.



PERSONNEL RULES
FOR THE
CITY OF MARYSVILLE

PERSONNEL RULES CITY OF MARYSVILLE

VISION

Marysville - Live, Work, Play

MISSION

The City of Marysville partners with the community to provide quality, innovative and efficient municipal services which promote economic growth, thriving neighborhoods, healthful living, and financial sustainability for our residents and businesses

CORE VALUES

- Integrity:** We conduct our work in an atmosphere of honesty, respect, and courtesy recognizing the impact our actions have on the quality of life now and in the future.
- Trust:** We are committed to earn, maintain, and enhance the trust of each other and the community.
- Teamwork:** We nurture successful working relationships with all our partners.
- Accountability:** In the performance of our duties, we are individually and collectively accountable to citizens, customers, and stakeholders. We are competent, responsible, and dedicated to providing effective and efficient services.
- Innovation:** We encourage and support new ideas and creative approaches.
- Commitment:** We provide quality services with a continuing focus on excellence.
- Diversity:** We value and respect the uniqueness of our employees and citizens.

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GENERAL PROVISIONS

PURPOSE

These rules establish personnel policies for conducting human resources programs and activities throughout City government to enable employees to provide efficient service to the public.

SCOPE

Where these policies conflict with collective bargaining agreements, civil service rules, or other state or federal laws or regulations, the provisions of the labor contract, civil service rules, or state or federal laws shall govern. In all other cases, these policies shall apply.

MANAGEMENT RIGHTS

Nothing in these policies affects or abrogates the inherent exclusive rights of the City in matters of general legislative or managerial policy, including exclusive rights to make the following decisions or take the following actions.

- Determine the mission of City departments, commissions, and boards.
- Set standards for public service.
- Determine procedures and standards of selection for employment, promotion, and dismissal.
- Direct and supervise all City employees.
- Decide and implement disciplinary actions.
- Relieve employees from duty due to lack of work.
- Terminate employees at will.
- Maintain the efficiency of governmental operations.
- Determine the methods, means, and personnel by which government operations are conducted.
- Exercise complete control and discretion over the City's organization and the technology of performing its work.
- Take all necessary actions to carry out its mission in emergencies.

This handbook of personnel policies is intended to provide general guidance only, it is not a contract or promise of specific treatment in specific situations, and it does not create any binding

obligations upon the City. The City reserves the right to alter, amend, or modify these guidelines in its sole discretion. Amendment to these policies shall be by resolution of the City Council.

The Chief Administrative Officer (CAO), with the approval of the Mayor, may vary or modify the strict application of these policies in cases in which their strict application would result in practical difficulties or unnecessary hardships. Such variances shall not be construed as setting a precedent for other cases.

ADMINISTRATIVE PROCEDURES

The CAO or designee, with the approval of the Mayor, will establish administrative procedures to implement or enforce these personnel policies. These administrative procedures may be adopted, amended, or rescinded at any time. They shall be circulated to all department directors and the City Council prior to their effective date and placed on record in the office of the City Clerk, together with these policies.

MANAGEMENT-EMPLOYEE COMMUNICATIONS

The Mayor, as the chief executive officer of the City, and the CAO, as the Mayor's assistant, shall strive to maintain open communications with all City employees and shall have unrestricted access to employee records.

The City Council, as the legislative body of the City, should not initiate or accept communications with City employees on personnel matters without informing the Mayor or CAO.

APPOINTING AUTHORITY

The Mayor has the power to appoint and remove all City employees. The Mayor may delegate such authority, in whole or part, to the CAO or department directors.

GENDER

Whenever words denoting the masculine or feminine gender are used in this document, they are intended to apply equally to both genders.

EXISTING LEAVE BENEFITS

All accrued leave time that has been earned by City employees as of the date of adoption of these policies by the City Council shall continue in full force and effect for such employees.

EMPLOYMENT PRACTICES

EQUAL EMPLOYMENT OPPORTUNITY

The City provides equal employment opportunities to all employees and applicants for employment without regard to race; color; religion; gender; sexual orientation; age; marital status; national origin; the presence of any physical, mental, or sensory impairment, whether temporary or permanent, that exists or is perceived to exist; honorably discharged veteran or military status; genetic information; or on any other basis that violates applicable federal, state, and local laws. This policy applies to terms and conditions of employment including, but not limited to, hiring, placement, transfer, promotion, termination, layoff, recall, leaves of absence, compensation, and training.

Disability Accommodation (New)

The City complies fully with its duty to provide reasonable accommodation to allow an employee with physical, mental, or sensory disabilities to perform the essential functions of his/her job, which includes reliable attendance. If you have a disability that limits or affects your ability to perform your job, please inform the Human Resources Director of your request for accommodation.

Examples of accommodations include adjustments to the work environment and equipment, work schedule, work-related duties, reassignment to another available position, and time off. Whether an accommodation is considered reasonable is decided on a case-by-case basis depending on the individual circumstances.

In order to provide a reasonable accommodation, the City may seek to communicate with an employee and their medical provider(s) to gain a better understanding of any limitations and how an accommodation would allow the employee to perform the essential functions of the position. Such communications will only occur after the employee has given written consent. Refusal to allow such communication may relieve the City of any legal obligation to accommodate the disability.

Religious Accommodation (New)

The City complies fully with its duty to provide reasonable accommodation of an employee's sincerely held religious beliefs and practices. For example, if an employee requires a certain work schedule, or to dress or attire themselves in a way that varies from any dress code adopted by the City, please inform the Human Resources Director of your request for accommodation. Whether an accommodation is considered reasonable is decided on a case-by-case basis depending on the individual circumstances.

Unlawful Retaliation (New)

Any employee who complains of unlawful discrimination or harassment in good faith will be entitled to protection from retaliation for making a complaint. Any employee who cooperates in an investigation of a discrimination or harassment complaint will be entitled to protection from retaliation for such cooperation.

Unlawful retaliation occurs when an employee is targeted for unfavorable treatment by the City, or by coworkers, as a result of complaining or cooperating. Unfavorable treatment may include official action, like termination, demotion, or reassignment, or unofficial action like shunning or isolation or ongoing harassment.

If an employee believes he/she is being retaliated against, the employee should complain immediately to the Human Resources Director. If the employee believes the Human Resources Director is involved in the retaliation, the employee should complain to the CAO. Any complaints of retaliation will be investigated separately, and the City will take prompt, corrective action to remedy any complaints found to have merit.

EMPLOYMENT AT WILL

Employment at the City of Marysville is on an “at-will” basis. The statements of policy contained in this handbook are not a contract nor are they to be interpreted as a promise of employment. Employment may be discontinued at any time by the City or by the employee, with or without cause, subject to applicable labor contracts or civil service rules, and applicable federal, state, and local laws.

EMPLOYMENT RECORDS

Employees’ personnel files are maintained in the Human Resources office and are confidential. These files are maintained in accordance with federal and state laws and guidelines and to ensure confidentiality to the extent allowed by law. Employees may have access to review their own personnel files annually during regular business hours, except as waived by the CAO, in the Human Resources office. Employees may add statements to their files, but may not alter, amend, or remove any documents contained in the files. Personnel files may not be removed from the Human Resources office.

The City complies with the Washington State Public Records Act, valid court orders, and government requests that direct the City to provide information from personnel records to outside representatives. Representatives of government or law enforcement agencies, during the course of their business, may be allowed access to employment records information. This decision will be made at the discretion of the ~~Assistant Human Resources Director~~Human Resources Director, who may consult with the City Attorney, in response to the request, legal subpoena, or court order.

Requests for references on all employees, both past and present, must be directed to the Human Resources office. Without employees' written authorization, generally only the following information will be verified to banks, credit agencies, mortgage companies, or prospective employers: dates of employment, job titles, and employment status (regular, part-time etc.).

Managers and supervisors may request access to personnel file information for employees under their supervision and when considering the hire of a former employee or transfer of a current employee.

Medical information about employees is maintained in the Human Resources office in a separate, confidential medical file, as required by law. Human Resources staff will provide this information to supervisors and managers only on a "need to know" basis for the limited purposes of identifying necessary medical restrictions on employees' work or duties or determining necessary accommodations for employees' disabilities.

EMPLOYMENT OF RELATIVES

The City is an equal opportunity employer and does not discriminate due to marital status. The employment of relatives, including registered domestic partners, is handled on a case-by-case basis and will be left to the discretion of the Mayor and CAO.

All employees will be treated fairly and equitably in all employment decisions, and it is important to avoid even the appearance of potential inequity in employment actions. For this reason, the following employment guidelines apply to employees who are related to each other or share an intimate relationship.

- Under no circumstances may one employee audit or evaluate the work of the other related employee or oversee such audits or evaluations.
- One employee should not have the authority or practical power to supervise, appoint, remove, or discipline the other related employee.
- The related employees should not be assigned duties which would place them in a situation of actual or reasonably foreseeable conflict between the City's interests and their own.

When a relationship between employees occurs during employment, the two employees may remain in their positions provided they are not in conflict with the restrictions stated above. If the new relationship places the employees in potential conflict with the above restrictions, the City will try to arrange a transfer or change in position for one of the employees; if this is not possible, one employee must separate from employment with the City. The decision to transfer, change position, or terminate may be made in consultation and with the agreement of the involved related employees; however, the Mayor or designee retains the right to determine the employment actions that are in the best interests of the City.

EMPLOYMENT ACTIONS

EMPLOYEE RECRUITMENT

The Human Resources office, with the assistance of affected departments, may prepare job announcements to fill vacant positions. When regular full- or part-time positions become vacant, current City employees may be given first consideration for filling vacancies, unless non-City employee applicants have substantially better qualifications and abilities. Job announcements should be posted at City offices for the benefit of City employees for a period of five working days. Job announcements, however, will be given such publicity as is appropriate to reach prospective, well-qualified applicants. All job announcements and related material shall explicitly state that the City of Marysville is an equal opportunity employer.

APPLICANT SCREENING

Job applicants must submit a completed City job application form to be considered for appointment to a vacant position, unless this requirement is waived by the CAO. The City's job application form solicits applicant job-related data about job-related training, experience, and references.

Applications will be screened by the Human Resources staff. Applicants may be disqualified for employment consideration based on factors including, but not limited to, the following:

- Applicant cannot establish his or her United States citizenship or authorization to be employed in the United States on a full-time basis, as required by law.
- Applicant does not possess the qualifications for the job.
- Applicant is not physically or mentally fit to perform the essential functions of the job, with or without reasonable accommodations.
- Applicant has demonstrated an unsatisfactory employment record as evidenced by the results of a reference check.
- Applicant has made false statements of any material facts or practiced deception in his or her application.

Only those applicants who appear to possess the minimum qualifications required may be considered for further testing and potential employment. In cases where there are a substantial number of applications, the Human Resources staff will provide the hiring department with an appropriate number of best qualified applicants.

Information from Previous Employers (Moved from Drug and Alcohol Testing, page 90)

Applicants for positions that require a Commercial Driver's License (CDL) and who have worked as drivers of commercial motor vehicles during the previous two years must authorize their previous DOT employers to release their records of applicants' positive alcohol or drug tests or refusals to be tested to the City. The City will make a good faith effort to obtain and review the information from prior employers within 14 days of new employees performing safety-sensitive duties for the first time.

If records from previous employers contain verified positive drug test, alcohol tests with 0.04 or higher alcohol concentration, or refusals to be tested within the past two years, job candidates and new employees are prohibited from driving commercial motor vehicles unless subsequent information indicates that an evaluation by a substance abuse professional was made and return-to-duty testing was administered. The City may provide job candidates and new employees with names of substance abuse professionals qualified to conduct return-to-duty testing; however, the cost of this testing will be paid by the job candidate or new employee. An employee who refuses to provide such consent may not perform safety-sensitive functions.

EXAMINATIONS

All appointments of City employees shall be made on the basis of ability, training and/or experience of the appointees to perform the essential functions of the job. Applicants' job qualifications will be assessed by careful and impartial evaluation of specific job-related criteria, designed to measure their ability to perform the essential functions of the job, with or without reasonable accommodations.

Examinations may be used to evaluate applicants' qualifications. Examinations shall consist of material that tests the capacity and fitness of applicants to effectively perform the essential duties, with or without reasonable accommodations, of the specific positions for which they are applying. Examinations may be written, computerized, oral, a measurement of physical fitness, practical, or any combination. There may be a fee assessed to cover the costs of testing.

EMPLOYMENT STATUS

Employees' positions are categorized in several ways—type of appointment, work schedule, and eligibility for overtime compensation—which affect compensation and eligibility for a variety of benefits. Following is a brief description of employment categories.

Type of Appointment

- ***Regular:*** Employment is for an indefinite period of time. Employees may be eligible for all employment benefits offered by the City. Employees have successfully completed their orientation period.

- **Temporary:** Employment is for a specified, limited time period or an indefinite period of time. The number of hours a temporary employee may work annually may be subject to applicable collective bargaining agreements. Employees are eligible for only those employment benefits that are legally required.

Temporary appointments shall be made by the appointing authority only for the following reasons:

- As a substitution for a regular employee who is absent from his or her position.
 - When recruitment difficulties make it impossible to make a regular appointment to a position.
 - When budget appropriations provide only for temporary employment.
 - During a state of emergency.
- **Casual/Seasonal:** Employment is for a specified, limited period ~~(seasonal position approximately six months or less)~~. The number of hours ~~casual-seasonal~~ employees may work annually is subject to applicable collective bargaining agreements. Employees are eligible for only those employment benefits that are legally required.

Work Schedule

- **Full-time:** Employees regularly work 40 hours per week. Employees may be eligible for all employment benefits offered by the City.
- **Part-time:** Employees regularly work at least 20 hours per week. Unless otherwise stated, employees may be eligible for employment benefits on a prorated basis, depending on usual number of hours worked per week.

Eligibility for Overtime Compensation

- **Nonexempt:** Employees are in a position classified as nonexempt under the Fair Labor Standards Act (FLSA). Employees must receive overtime compensation or compensatory time off at the rate of 1½ times the hourly wage rate for hours worked in excess of 40 in one workweek. Nonexempt employees may be paid either on an hourly or salary basis.
- **Exempt:** Employees classified as exempt from the overtime provisions of the FLSA. These employees are not entitled to overtime pay or compensatory time off.

All appointments of City employees shall be made by the Mayor or designee.

Employment at the City of Marysville is on an “at-will” basis. The statements of policy contained in these rules are not a contract nor are they to be interpreted as a promise of employment. Subject to any applicable labor contract, civil service rules, or federal, state, or local laws, employment may be discontinued at any time by the City or by the employee, with or without cause.

ORIENTATION PERIOD

Most newly-hired employees and former City employees serve an orientation period for six months. These employees should receive performance evaluations at the end of three working months and again toward the end of the six-month period. Employees' department directors will recommend to the CAO that employees have successfully completed the orientation period, recommend an extension of the orientation period, or recommend dismissal; the orientation period may be extended for one additional six-month period.

Employees who are promoted or transferred to another position serve an orientation period of four months and may be demoted at any time during the orientation period without appeal. In this case, employees ~~are~~ may be returned to the position from which they were promoted or transferred, even though this may necessitate the layoff of another employee occupying this position.

Commissioned employees of the Police Department serve a probationary period at time of hire and when promoted as specified in the Civil Service Rules.

Employees will be notified when they have successfully completed their orientation periods and become regular status employees, provided that successful completion of an orientation period does not modify an employee's at-will status.

TRANSFER

The CAO may transfer employees to other positions, upon recommendation of department directors or employees' requests, to meet the needs of the City. Employees may not transfer to positions for which they do not possess the qualifications to perform the essential functions of the job, with or without reasonable accommodations. Transfers shall not be used to circumvent policies regarding promotions, demotions, or terminations.

See the *Orientation Period* policy regarding the orientation period following transfers and the potential for employees to return to their former positions. See *Pay Plan* policy for transfer compensation practices.

PROMOTION

Employees may be promoted into vacant positions when there is a significant change in job duties and/or an increase in job responsibilities. Promotions will not be made to circumvent compensation policies and practices or solely to increase an employee's compensation.

Vacancies in positions above entry level shall be filled by a promotion whenever, in the judgment of the CAO, it is in the best interests of the City to do so. Promotions ~~shall~~ may be made on a competitive basis, ~~except where the CAO finds that the number of persons qualified for the promotion is insufficient. Promotions~~ and shall give appropriate consideration given to

the applicant's qualifications, record of performance, seniority, and employment tenure. [External applicants may be sought if the CAO finds that the number of persons qualified for the position internally is insufficient.](#)

See the *Orientation Period* policy regarding the orientation period following promotions and the potential for employees to return to their former positions. See *Pay Plan* policy for promotion compensation practices.

RECLASSIFICATION

Positions may be considered for reclassification to a different job class when the job duties or responsibilities have significantly changed. Reclassifications will not be made to circumvent compensation policies and practices or solely to increase an employee's compensation.

Department directors submit written requests for job analyses to the ~~Assistant Human Resources Director~~ [Human Resources Director](#) who performs a job analysis and submits his or her recommendation to the CAO. Upon approval by the CAO, the recommendation is sent to the City Council for its consideration and action. Reclassification of civil service personnel shall first be approved by the Civil Service Commission.

See *Pay Plan* policy for reclassification compensation practices.

DEMOTION

The Chief Administrative Officer may demote employees when they have been promoted [or hired into](#) ~~to~~ a position for which the responsibilities are beyond employees' capabilities. Demotions shall occur only after a thorough evaluation by department directors and the CAO and after adequate written warning. Employees shall not be demoted to a position for which they do not possess the qualifications to perform the essential functions of the job, with or without reasonable accommodations.

Demotions may be authorized by the CAO for an employee who requests it or to prevent a layoff. Demotions to prevent layoffs may be reversed when employees' previous positions are reinstated or reopened.

DISCIPLINE

Violations of City policies are taken seriously; employees who violate policies or procedures stated in this handbook, in civil service rules, and collective bargaining agreements, as applicable, are subject to disciplinary action. [Disciplinary action may also be taken for unsatisfactory performance.](#) The principles of progressive discipline are generally applicable; however, the City reserves the right to take whatever action it deems appropriate, which may include immediate termination. The degree of discipline administered generally depends on the

severity of the infraction [or performance issue](#) and will comply with applicable labor contracts, civil service rules, and federal, state, or local laws.

The following are some examples of conduct that may lead to discipline or discharge. This list is not all-inclusive; other behavior may also be grounds for discipline or discharge.

- Failure or refusal to perform the essential functions of the position assigned, with or without reasonable accommodations.
- Insubordination, generally defined as disrespectful conduct toward a supervisor or failure to follow a supervisor's instructions. This may include other misconduct, such as making threats, using coercion or physical violence or abusive language, or making malicious statements.
- Refusal to work overtime or standby, as determined by the supervisor.
- Inability of employees in supervisory positions to effectively plan, organize, and direct the work of subordinate employees.
- Inability of employees in executive positions requiring initiative and independent judgment to perform effectively, except under excessive supervision by the CAO.
- Habitual failure to maintain a satisfactory working relationship with other employees or the public.
- Theft, fraud, or sabotage against another employee, customer, or the City.
- Theft, destruction, or gross negligence that results in damage or loss to City equipment, time, or property.
- Unauthorized use of City equipment and/or supplies.
- Deliberate or repeated discourtesy to the public.
- Conviction of a felony or any misdemeanor which relates to the employee's scope of duties. An employee may be placed on suspension by the CAO pending outcome of a criminal charge if circumstances warrant.
- Any act or conduct detrimental to the good of the City or its services and any other offense against the public interest.

The City is an at-will employer. Employees have the right to leave employment at any time, and the City has the right to terminate employment at any time, with or without cause, subject to applicable labor contract, civil service rules, or federal, state or local laws.

PREDISCIPLINARY HEARING

The CAO may provide and arrange for a predisciplinary hearing prior to demotion, suspension, or discharge of employees. The following rules shall govern the conduct of such hearings.

- If a predisciplinary hearing is scheduled, the CAO shall provide the employee with written notice of the cause for discipline and a summary of the City's evidence relating to the same. This notice shall advise the employee of his or her right to a predisciplinary hearing. In extraordinary circumstances, the CAO may suspend an employee, with pay, pending the scheduling of such a hearing.
- At the employee's reasonable request, he or she may have legal counsel or union representation at the predisciplinary hearing. This hearing shall be held before the Mayor or designee. The hearing shall be informal. The employee or his or her representative shall be given an opportunity to respond to all charges, orally or in writing.
- The City's explanation of the evidence at the predisciplinary hearing shall be sufficient to inform the employee of the basis for the proposed action. This rule, however, shall not limit the City at a subsequent hearing from presenting more detailed and complete evidence, including presentation of witnesses and documents not available at the predisciplinary hearing.
- After the predisciplinary hearing, if the Mayor determines that discipline is appropriate, written notice of it shall be given to the employee. Such notice shall include the charge against the employee and a general statement of the evidence supporting the charges.

SUSPENSION

The Chief Administrative Officer may suspend employees from their positions without pay at any time with or without cause. Suspensions shall not be for a period longer than 30 calendar days. Employees do not accrue seniority, paid leave, or other employee benefits during the suspension period. Suspensions of exempt employees must be in full week increments, except that suspensions for violations of major safety rules may be in one-day increments.

The CAO shall provide employees with written notice of ~~all~~ facts supporting leading to the reason for their suspensions. This notice will become part of ~~an employees~~ an employee's personnel files.

DISCHARGE

The Chief Administrative Officer may discharge any employee with or without just cause, subject to applicable labor contracts, civil service rules, and federal, state and local laws.

LAYOFF

Layoffs may result from lack of work or budgetary restrictions, among other reasons. Employees to be laid off shall be given 14 days notice, except in cases of emergency, before layoffs occur. Regular employees shall not be laid off while another person in the same classification is employed on a temporary or casual basis or is still in an orientation period in a position for which regular employees are qualified.

RESIGNATION

The City's at-will employment relationship does not require advance notice of resignations or terminations; however, employees are encouraged to submit written resignations to their department directors at least two weeks prior to the effective date of resignation.

Department directors shall send resignation notifications to the CAO as soon as possible. Failure to provide the requested notice may result in forfeiture of accrued vacation leave; however, department directors may waive the two week notice requirement.

RETIREMENT

All regular full- and part-time City employees belong to a Washington State-sponsored retirement plan. Some employees working in temporary or casual positions may belong to a Washington State-sponsored retirement plan; the State establishes eligibility rules and plan requirements. Employees and the City both contribute a percentage of employees' wages into the retirement system plans monthly.

COMPENSATION

CLASSIFICATION PLAN

In the City's job classification system, all positions are assigned to a "class" with other positions requiring a similar level of knowledge, skills, abilities, responsibilities, and accountability. The City has analyzed and evaluated the duties and responsibilities of all job positions, and a job classification plan has been adopted by the City Council. The [Assistant Human Resources Director](#) shall periodically review the classification plan and make recommendations for change to the CAO who, upon approval, will submit the plan to the City Council for its approval. The City Council makes final decisions about placement of positions within the classification plan.

PAY PLAN

As part of the classification program, a compensation plan has been established which includes all salaried positions. Each job class is assigned to a salary range, which after job analysis and market considerations reflects appropriate compensation for those positions. The plan consists of salary ranges with set salary steps based on job tenure, which are separated by a fixed percentage.

Typically, salaries for newly hired or promoted employees will be set at the bottom step in the salary range for their positions, except that the appointing authority may set salaries for employees hired with special experience or qualifications, or under special circumstances, at any step within the salary range for their position.

Employees are eligible to advance from one salary step to the next per their job tenure. Step increases may be denied, however, upon the recommendation of department directors and approval of the CAO, provided that employees receive advance written notice outlining the reasons. Employees are eligible for merit increases to the top step of salary ranges after one additional year of service at the recommendation of their department directors. Merit increases shall not be automatic.

[Non-represented employees may be eligible for an annual performance award for exceptional performance on a major project, assignment or accomplishment. The amount of the award will be reviewed annually during the budget process and may vary based on the availability of funds, market data and trends. The performance award will be given at the end of the year and will not be added to base pay.](#)

The salary ranges for department director positions have base and maximum salaries--there are no fixed wage steps--and each department director's salary is set within the applicable range. Salary increases for department directors shall range from 0% - 6%, based on their abilities to meet projected goals, performance standards, and overall department operations.

All employees shall be assigned to the salary range for their job classifications. Employees promoted or reclassified to new positions having higher pay ranges shall receive a salary increase of at least 2.5% or the lowest step in the new position classification, whichever is greater, except as otherwise approved by the CAO in extraordinary circumstances. Employees reclassified to new positions having lower pay ranges shall have their new compensation set within the pay range of the new position.

Employees assigned, in writing, to work in a temporary capacity in a higher classification shall receive appropriate compensation as determined by the CAO.

Employees assigned to perform additional responsibilities outside of their regular work schedule or responsible for performing mission critical emergency support may receive appropriate compensation as determined by the CAO. Any compensation may be amended or rescinded at any time at the discretion of the CAO.

Employees shall not receive any additional compensation or fringe benefits due to employment tenure with the City except as specifically provided in these policies or in the duly-adopted pay plan of the City.

The City Council allocates funds in the annual budget for employee compensation, and all compensation actions must comply with the budget.

OVERTIME COMPENSATION

The federal Fair Labor Standards Act mandates compensation for overtime work for nonexempt employees ~~and prohibits it for exempt employees~~. Nonexempt employees must receive either overtime pay or compensatory time off at a rate of 1½ times their regular rate of pay for time worked in excess of 40 hours per workweek, unless otherwise granted more expansive compensation for overtime in a collective bargaining agreement. The City may not compel use of compensatory time off in lieu of monetary compensation for overtime worked.

Before overtime is worked, employees must have verbal approval from their department directors or designee. Approved vacation leave, compensatory time off, and holidays are counted as time worked for the purposes of computing overtime worked. All other absences, including sick leave, are not counted as time worked for the purposes of computing overtime, except as approved by the CAO in extraordinary circumstances.

COMPENSATORY TIME

Nonexempt employees may request compensatory time off at the rate of 1½ times the actual time worked as overtime hours, in lieu of monetary compensation. Compensatory time will not accrue until a minimum of one-half hour has been earned.

Employees' supervisors have the discretion to approve use of compensatory time off. Compensatory time off shall be scheduled as soon as possible after accrual to meet the needs of employees and the City. Compensatory time off may be used to extend vacation periods or on its own; in either case, it may be used for up to four days or four shifts at one time. The City reserves the right to compel use of accrued compensatory time.

Accrued compensatory time shall not exceed 80 hours in a calendar year; no more than 40 hours of compensatory time shall be carried over into the next calendar year. All amounts in excess of 80 hours will be paid out as overtime as they occur. All hours over the 40-hour limit on December 31st will be paid out on the last pay check for December.

Exempt employees are not eligible for compensatory time off.

PAYROLL DEDUCTIONS

Some regular deductions from employees' earnings are required by law; other deductions are voluntary and must be specifically authorized by employees. The City will withhold from employees' paychecks those deductions required or permitted by law and voluntary deductions authorized by employees, an applicable union contract, or statute. Voluntary deductions must be requested in writing by employees to the Human Resources office.

EXEMPT EMPLOYEES

Federal and state regulations require exempt employees to be paid on a salary basis. Exempt employees are not eligible for overtime; they are expected to work as many hours as required to perform the duties of the position.

Generally after accrued paid leave is used, exempt employees' salaries may be reduced only for full day absences for personal reasons, illness, or injury. Deductions for unpaid family and medical leave (per the Family and Medical Leave Act), however, may be made in partial-day increments. Also, exempt employees may be paid for partial workweeks in the first and last weeks of their employment with the City.

Exempt employees continue to receive their full salary during workweeks that they are on jury duty, serving as a court witness, or on temporary military leave, beyond that which is expressly provided for in these policies, as long as they work during part of every workweek. Employees do not need to be at the work site to perform work; responding to phone or email messages is considered work (provided that remote work must generally be approved in advance by an employee's supervisor).

Unpaid disciplinary suspensions for exempt employees must be in increments of a week, except for violations of safety rules of major significance, which may be in one day increments.

The City complies with the salary basis requirements of the Fair Labor Standards Act (FLSA) and does not make improper deductions from the salaries of exempt employees. Exempt employees are those employed in a bona fide executive, administrative, or professional capacity and who are exempt from the FLSA's overtime pay requirements. Circumstances when partial or full day deductions may be made include the initial or terminal week of employment; unpaid leave under the Family and Medical Leave Act or; for penalties imposed in good faith for infraction of safety rules of major significance.

Exempt employees who believe that an improper deduction has been made to their salary, should immediately report this information to the Human Resources Department. Reports of improper deductions will be promptly investigated and, if it is determined that an improper deduction has occurred, prompt reimbursed for any improper deduction will be made.

HOURS OF WORK

WORKWEEK AND TIMESHEETS

The typical workweek for City employees is 8:00 a.m.-5:00 p.m., Monday through Friday, with a one hour meal period during which employees are completely relieved of all duties; this is a 40-hour workweek. The typical full week is Monday through Sunday. Due to the nature of their work and the needs of the City, some departments may have different schedules or workweeks, as determined by the CAO. Normal workweeks may be modified by the CAO in response to budget requirements or emergency conditions. The City will consider requests for alternative work schedules on an individual basis.

Employees shall not begin work before their normal starting time or work after their normal ending time without the prior approval of their supervisor, nor shall they work overtime hours without verbal approval from their department directors or designees.

Overtime compensation begins when an employee works in excess of 40 hours in one workweek. Approved vacation leave, compensatory time off, and holidays are counted as time worked for the purposes of computing overtime. All other absences, including sick leave, are not counted as time worked for the purposes of computing overtime, except as approved by the CAO for extraordinary circumstances.

Official payroll records, including timesheets, are kept by the Finance Department. Employees must accurately report all hours worked and leaves taken on specified payroll forms. Falsifying payroll records, such as underreporting of leave time or over reporting of working time, is prohibited; failure to accurately complete payroll forms is grounds for disciplinary action.

Department directors shall turn in signed timesheets for all employees within their departments, recording hours worked, leaves taken, and overtime hours worked for each payroll period. Earned or accrued compensatory time shall be documented on City forms, including the date, number of hours, and the activity for which compensatory time is being claimed. The Mayor or designee shall sign timesheets for department directors.

ATTENDANCE AND PUNCTUALITY

Attendance is essential to the performance of an employee's job. Absences lower production levels, decrease efficiency, and may reduce the quality of customer service. Employees are expected to report for work at their scheduled times and be ready to work.

Employees must receive prior approval from their supervisors to take all leaves authorized in these personnel policies. When employees know they will be late to or absent from work for an unscheduled leave, they must contact their supervisors prior to the start of their shift to enable

supervisors to make necessary arrangements to continue employees' functions during their absences. Failure to report to work on time and to work the full hours scheduled costs the City money in decreased productivity and potentially increased staffing. Failing to notify supervisors in a timely manner regarding an unscheduled absence, or arriving late and leaving early at any point in the work shift, are considered unauthorized absences and may result in disciplinary action.

REST BREAKS AND MEAL PERIODS

Non-exempt City employees are entitled to a 15-minute break on the employer's time for every four hours worked. Office personnel should take their breaks in designated areas. Field employees should take their breaks on the job site or station premises. With the approval of department directors, work breaks may be taken in places other than designated areas. Misuse of work breaks may be cause for disciplinary action.

Employees working more than five hours in a day must take an unpaid meal period of at least 30 minutes, which shall be scheduled by department directors. Meal period times may vary depending upon department workload, but they must occur not less than two hours nor more than five hours from the beginning of the employee's shift. Meal periods shall be on the employer's time when the employee is required by the employer to remain on duty on the premises or at a prescribed work station site in the interest of the employer.

Additionally, for one year following childbirth, non-exempt employees who are nursing mothers are entitled to unpaid breaks during the workday for the purpose of expressing breast milk. These breaks will be paid to the extent they run concurrently with the above-referenced daily breaks. The City will provide a suitable, private location for nursing breaks. An employee who needs nursing breaks may confer with her supervisor or Human Resources to make appropriate arrangements for those breaks.

INCLEMENT WEATHER

During inclement weather, the CAO will decide whether or not to close City offices. If the offices are open but employees are unable to travel to the office, they must contact their supervisors.

For nonexempt employees, ~~this an~~ absence due to inclement weather will be treated as vacation time or unpaid time off, at employees' discretion, regardless of whether the offices are open or closed, unless they are able to work at a remote location, as approved by their supervisors. ~~If the office is closed, this time will be counted as vacation time or unpaid time off, at employees' discretion, unless they choose to work at a remote location, as approved by their supervisors.~~

ALTERNATIVE WORK SCHEDULE

Regular full-time employees are eligible to apply for alternative work schedules. Alternative work schedules may be approved if they will not materially interfere with the City's regular business operations and will not compromise the City's existing service to citizens.

Department directors and the ~~Assistant Human Resources Director~~ Human Resources Director will recommend action on employees' requests, and the CAO has the sole discretion to approve alternative work schedules based on objective review of the individual circumstances and the demands of the position and needs of the department and City. Employees who have documented performance problems or employees in their orientation periods may be denied their request for an alternative work schedule based on individual circumstances.

Approved alternative work schedules will be implemented for a trial period not to exceed six months. After three months working an alternative work schedule, the department director and ~~Assistant Human Resources Director~~ Human Resources Director will reevaluate the situation and recommend its continuance or discontinuance to the CAO. Alternative work schedules can be discontinued at any time, with or without cause.

There are a variety of possible alternative work schedules. Three of the most common are the following:

- 4/40: Employees work four days per week for ten hours per day. Any change in day off must be preapproved and will be a change in employees' regular work schedules.
- 9/80: Employees work 80 hours over a two week period of nine working days. For example: Employees work four days of nine hours per day and one day of eight hours the first week, and the second week, they work four days of nine hours per day. This results in one extra (in addition to regular nonworking days, such as weekends) day off every two weeks.
- Flexible hours: Core hours, those hours that must be part of a regular work schedule, are established, and employees have flexibility to alter the start and end of their regular workday. For example, for an 8-hour day (plus a 1-hour lunch break), if core hours are set at 10 a.m.-4 p.m., the employee could work from 7 a.m.-4 p.m., 9 a.m.-6 p.m., or a similar schedule.

Alternative work schedules must be predesignated and are not flexible. Employees' workweeks, as defined by the Fair Labor Standards Act, are a fixed and regular recurring period of 168 hours—seven consecutive 24-hour periods. The workweek can begin on any day of the week and at any hour of the day. Once the beginning time of a workweek is established, however, it must remain fixed regardless of the schedule of hours worked by employees. The beginning of the workweek may be changed if changes are intended to be permanent and are not designed to evade overtime requirements of the FLSA.

Changes in alternative work schedules must be preapproved by department directors, ~~Assistant Human Resources Director~~ Human Resources Director, and CAO and will be a change in employees' regular work schedules.

During weeks in which paid holiday leave occurs, employees on alternative work schedules have two choices. They may either revert to a regular 5 days/40 hours schedule (employees working a 9 days/80 hours schedule will need to revert for two weeks) or they may use accrued vacation or compensatory leave time to make up any difference in the number of regularly scheduled work hours since a holiday is always considered to be eight hours.

Sick leave and vacation leave will continue to accrue at the regular rate. When employees use a full workday of sick or vacation leave, the time charged will be equivalent to the number of hours they were scheduled to work that day. This accounts for actual time absent for regularly scheduled work hours.

Rest breaks and meal periods must be taken per the City's *Rest Breaks and Meal Periods* policy.

Employees interested in applying for an alternative work schedule should contact the Human Resources office to obtain the appropriate form.

EVALUATION, TRAINING, AND DEVELOPMENT

EMPLOYEE DEVELOPMENT

The City of Marysville encourages professional development of employees to their fullest potential. The CAO or designee and department directors will establish in-service training programs designed to improve the effectiveness and knowledge of employees in performing their assigned duties. They shall establish training expenditures, maintain records of achievement, and evaluate methods and results of all department-sponsored training.

City-sponsored training required to increase the knowledge, skills, and abilities of employees to perform their jobs shall be arranged during regularly-scheduled work hours whenever possible. Department directors may change employees' regular working hours to accommodate or require attendance at training activities during off-duty hours.

PERFORMANCE EVALUATION

The employee performance evaluation program is designed to provide supervisors and employees an annual opportunity to sit down and discuss employees' accomplishments and positive contributions, as well as identify things they would like to improve, change, or learn. The employee performance evaluation form is both a progress report and statement of mutually agreed-upon goals and action plan to attain the goals; this becomes part of employees' personnel files.

The purpose of performance evaluation is for supervisors and employees to focus on job performance, not the personality of the individual. Supervisors should be aware of employees' job performance throughout the evaluation period and discuss and address performance issues as they arise. Supervisors should not save these concerns to "unload" on employees during the evaluation session.

Supervisors and employees will thoroughly discuss each job evaluation element; employees will provide their input first, followed by the supervisors' input, and discussion between them should be specific and realistic. Mutually agreed-upon goal statements, aimed to enhance the effectiveness and efficiency of the work being performed, is required as part of the performance evaluation. Supervisors complete evaluation forms, both parties sign the document, employees' receive copies of it, and it becomes part of employees' personnel files.

A performance develop plan needs to be completed if the overall rating for any job evaluation element is Below Expectations or Unsatisfactory. The purpose of the plan is to address the most significant areas the employee needs to improve performance or knowledge.

Performance evaluations are not scored, and there is no pass or fail mark. Performance evaluations, however, will be considered in promotions, transfers, merit raises, disciplinary actions, and other personnel actions.

Evaluation sessions should occur in January, or annually in the employee's anniversary month, as determined by department directors. Newly-hired employees should receive a three-month evaluation as well as a six-month evaluation. [Employees who transfer to another position or are promoted receive a four-month evaluation.](#)

TUITION REIMBURSEMENT

The City of Marysville recognizes that additional training and education will improve employees' knowledge and skills, which maintains and improves the quality of service to the public. The tuition reimbursement program provides financial assistance for eligible City employees seeking job-related education and training through a regionally accredited education institution, including colleges, universities, and vocational training institutions.

Regular full- and part-time employees who have completed their orientation periods may be eligible for tuition reimbursement. During the annual budget process, the City will determine the level of tuition reimbursement for college level coursework. Tuition payments will be made only with funds budgeted for such purpose by departments. If there are insufficient funds to fund all requests, applications for reimbursement will be considered based on the needs of the City. All tuition reimbursement requests must be preapproved by department directors and the CAO; situations with extenuating circumstances may be approved by the CAO on a case-by-case basis.

Employees seeking tuition reimbursement must apply to department directors at least 60 days before the funds are needed. Employees are responsible for ensuring that tuition has been properly paid to the educational institution.

Tuition reimbursement requests that meet the following criteria may be approved.

- The education or training is related employees' current positions or to a field which is within a reasonable line of professional progression for employees within the City.
- Paid time cannot be used to participate in education or training under this program, as distinct from mandatory education or training requirements.
- Payment will be made for actual tuition costs only; no City funds will be paid for books, lab fees, or other costs associated with the education or training.
- Reimbursement will be based upon actual cost as verifiable by receipt.
- Employees must not be receiving tuition reimbursement from other sources.

- Courses must be taken at times that will not interfere with the employees' regular duties and responsibilities with the City, and study assignments must be completed outside employees' working hours.
- Employee must receive a grade of "C" or better, or a grade of "passing" in a pass/fail class, within three weeks of completing the course.

Tuition reimbursement payments are loans that must be repaid to the City by employees who separate from employment with the City for any reason other than layoff or permanent disability resulting from an on-the-job injury prior to 24 months after completion of the reimbursed education or training. Employees are required to agree, in writing, to repay reimbursement payments in such circumstances, as a condition of receiving tuition reimbursement.

PARTICIPATION IN COMMUNITY CLUBS AND SERVICE ORGANIZATIONS (INCORPORATING REVISED POLICY ALREADY APPROVED BY COUNCIL)

~~It is in the public's interest to have City employees actively and visibly participating in clubs and organizations dedicated to public service within the greater Marysville community. All City employees are encouraged to join such clubs and organizations. Attendance at meetings and functions of such clubs and organizations may be allowed during working hours, with prior approval from the CAO. The City may pay for some membership costs and expenses. The City of Marysville encourages employees to participate in activities of Marysville civic and service organizations. Employees are encouraged to seek membership in organizations where membership will promote the City of Marysville's interests, provide benefit to the community or enhance the City's image and effectiveness in the community.~~

~~The Chief Administrative Officer (CAO) and/or Mayor may identify certain organizations in which it is in the interest of the City to be represented. The CAO/Mayor may designate the employees that will be sponsored for membership. In no case shall the City sponsor more than four employees per organization.~~

~~Factors normally considered when selecting organizations and employees include: the nature and purpose of the club or organization; the potential benefit to the City of Marysville, including the enhancement of the employee's leadership skills; the cost of membership; and the extent to which the City is already represented in the organization.~~

~~The Mayor, CAO, Directors and Police Commanders are eligible for sponsorship under this policy unless otherwise determined by the Mayor or CAO. Changes to civic and service organization sponsorship can be made at any time by the Mayor or CAO. An initial sponsorship does not guarantee continued City sponsorship. An employee must be a member in good standing to be reimbursed for membership.~~

Employees who are sponsored for membership are eligible for reimbursement of the civic or service organization dues through the reimbursable expense process.

- Associated costs of membership, including mileage, expenses and time incurred by an employee as a result of their membership such as, committee participation, appointed/volunteer/elected position duties and participation, or time and expenses incurred as a result of attendance at related meetings such as regional, state, or national conventions, will not be reimbursed or authorized for payment by the City.
- Any meal expense considered an integral and mandatory portion of the membership may be reimbursed and may be considered a benefit subject to taxation and payroll deduction.
- Depending upon budget, no more than \$2,500 will be paid to a single organization for organization dues.

Employees sponsored for membership act as representatives of the City of Marysville and are prohibited from exerting influence on other employees or officers to provide financial contributions or other support to the civic or service organization; using the civic or service organization as a forum for lobbying in support of or opposition to political or legislative actions; and using the civic or service organization as a forum for promoting endeavors in which the officer or employee may have a direct or indirect financial interest or may acquire a personal benefit or gain.

HEALTH AND WELFARE BENEFITS

OVERVIEW OF HEALTH AND WELFARE BENEFITS

The City of Marysville offers various health and welfare benefits for its regular full- and part-time employees. Many benefits are prorated for part-time employees ~~and/or they are required to share more of the cost~~. There may be other benefits provided that are required by state or federal statute, including workers' compensation and unemployment compensation, which are not described below; these benefits may be provided to temporary employees as well as regular employees. Contact the Human Resources staff for information about these benefits.

Benefits available to eligible employees may include health insurance, retirement plan, deferred compensation, employee assistance program, flexible spending accounts, [HRA VEBA accounts](#) and optional employee-paid supplemental insurance. Many of these benefits are provided at the City's discretion, and the City reserves the right to make changes to or discontinue them at any time. Detailed plan documents describing these benefits are distributed to employees at orientation, when plans change, in response to employees' questions, and as otherwise required by law.

Employees are responsible for notifying the Human Resources office of status changes that might affect their eligibility for benefits, or that of their ~~spouse~~ [spouse, domestic partner](#), or dependents, including births, adoptions, marriages, legal separations, divorces, and dependents' ~~26th~~ ~~19th~~ birthdays.

Some insurance and retirement plans require employees to designate a beneficiary(ies) for employees' death benefits. This designation must be made in writing in a form acceptable to the insurance company or retirement plan. Employees are responsible for maintaining the proper beneficiary designation and notifying, in writing, the Human Resources office of any changes in status affecting eligibility or designations.

Following is a summary of some of these health and welfare benefits. This is only an overview of the plans; contact the Human Resources staff for detailed information. Official benefits plans' documents take precedence over all other sources of information, written or verbal.

Health Insurance (Incorporates Affordable Care Act Mandates)

Health coverage is administered in accordance with the Employer Shared Responsibility provisions of the Patient Protection and Affordable Care Act, as amended (PPACA). The benefits, terms, and conditions of the health benefit plan, including costs owed by eligible employees, are explained in a separate plan document (the "Plan") or in applicable collective bargaining agreements. If there are conflicts between this policy, the Plan, and any collective bargaining agreements, the document satisfying the minimum protections of the PPACA shall apply.

Regular full-time employees may have a choice of health insurance plans may be offered; typically, health insurance includes medical, dental, and vision coverage. There may be an annual open enrollment period when a different health insurance plan may be selected or a spouse, domestic partner, or dependents may be added to employees' health insurance coverage. If an employee's spouse and/or dependents have medical insurance coverage through another employer's insurance plan, the employee may be eligible for the City's dual coverage medical insurance incentive program.

Regular part-time employees may be eligible for medical and dental coverage; however, they are not eligible for vision coverage. Their spouse, and dependents are not eligible for health insurance coverage.

Definitions and Classifications

Full-time. At time of hire or change in job classification, employee is reasonable expected to work an average of 30 or more hours per week. Full-time employees are eligible for health coverage and will be enrolled in health coverage as specified in the Plan.

Part-time. At time of hire or change in job classification, employee is reasonable expected to work less than 30 hours per week. Part-time employees are subject to monthly and annual hours' limitations and are generally not eligible for health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement.

Variable-hour. At time of hire or change in job classification, the City cannot determine whether employee will or will not average 30 or more hours per week. Variable-hour employees are subject to monthly and annual hours limitations and are generally not eligible for health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement.

Seasonal. At time of hire or change in job classification, employee is hired or re-hired into a position for which the customary annual employment is approximately six months or less, beginning in approximately the same season of each calendar year. Seasonal employees are subject to a mandatory annual break in service of six continuous months and are not eligible for

health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement.

Dependents. Children of qualified full-time employees, up to age 26, are eligible for health coverage. Includes biological and adopted children but excludes spouses, domestic partners, stepchildren and foster children.

Volunteers. Individuals who provide services to the City on a voluntary basis are not employees and are not eligible for health coverage.

Work Hours Limitations

For certain employee classifications, the City restricts the maximum annual and/or monthly hours of work.

Full-time employees:

- Are not subject to an annual or monthly work hour's limitation.
- May work 30 or more hours per week, without limit, unless otherwise limited by the City Personnel Rules or applicable collective bargaining agreement.
- Are not subject to initial or standard measurement, administrative, or stability periods (discussed below).

Part-time employees:

- Are subject to an annual work hour's limitation and may not exceed **1500 hours** annually.
- May not exceed **125 hours** in any single calendar month.
- Are subject to initial and standard measurement, administrative, or stability periods (discussed below) and are generally not eligible for health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement.

Variable-hour employees:

- Are subject to an annual hour's limitation and may not exceed **1500 hours** annually.
- Hours may vary from week to week but not exceed **125 hours** in any single calendar month.
- Are subject to initial and standard measurement, administrative, or stability periods (discussed below) and are generally not eligible for health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement.

Seasonal employees:

- Work 30 or more hours per week, without limit, unless otherwise limited by the City's overtime policy, job description or the terms of any applicable collective bargaining agreement.
- Annual employment is six months or less with a break in service of six continuous months before eligible for re-hire. Employment typically begins at approximately the same time each year.

- Are subject to initial and standard measurement, administrative, and stability periods (discussed below) and are generally not eligible for health coverage, unless otherwise specified under the terms of the Plan or applicable collective bargaining agreement.

Measurement and Administrative Periods – Initial Periods

The City uses a 12-month initial measurement period to measure the hours of new part-time, variable-hour, and seasonal employees.

The City uses an initial administrative period of not longer than two months, divided in two phases. The first phase begins on the date of hire of a new part-time, variable-hour, or seasonal employee and continues until the last day of that calendar month. The second phase begins at the end of the 12-month initial measurement period and lasts for one full calendar month. The purpose of the first phase of the initial administrative period is to reduce administrative complexity by consolidating all new part-time, variable-hour, and seasonal employees hired during a month into the same initial measurement and stability periods. The purpose of the second phase of the initial administrative period is to allow the City to calculate the hours worked by employees during the initial measurement period and to enroll eligible employees in health coverage.

The City uses a 12-month initial stability period for purposes of providing or excluding health coverage to new part-time, variable-hour, and seasonal employees. If an employee works an average of 30 hours or more per week during an initial measurement period, the employee will be deemed a full-time employee and will be eligible for health coverage during the initial stability period, regardless of the hours worked during the initial stability period, so long as the employee remains employed by the City.

Initial Administrative Period (Phase 1) Begins on date of hire, continues until end of month.

Initial Measurement Period Begins on first day of first full calendar month following date of hire and continue for 12 months.

Initial Administrative Period (Phase 2) Begins on first day of the first full calendar month following Initial Measurement Period and lasts for the entire month.

Initial Stability Period Begins on first day of first full calendar month following Phase 2 of Initial Administrative Period and continues for 12 months.

To determine the average hours worked by each employee during the 12-month initial measurement period, the City will divide the employee's total hours worked during the period by 52.

The measurement, administrative, and stability periods discussed above are in accordance with the 'look-back' requirements of the PPACA. In addition, pursuant to the City's policy, and apart

from the requirements of the PPACA, part-time employees working 20 or more hours per week, but less than 30 hours per week, may also be eligible for health coverage. For purposes of administrative record-keeping, such part-time employees will continue to have their hours measured pursuant to the City's initial and standard measurement periods, but will remain eligible for health coverage at all times during their employment.

Measurement and Administrative Periods – Standard Periods

The City uses a 12-month standard measurement period to measure the hours of all ongoing part-time, variable-hour, and casual employees hired on or before the start of a standard measurement period.

The City uses a standard administrative period of 31 days. The purpose of the standard administrative period is to calculate the hours worked by employees during the preceding standard measurement period and to enroll eligible employees in health coverage during the resulting standard stability period.

The City uses a 12-month standard stability period for purposes of providing or excluding health coverage to ongoing part-time, variable hour, and seasonal employees. If an employee works an average of 30 hours or more per week during a standard measurement period, the employee will be deemed a full-time employee and will be eligible for health coverage during the resulting standard stability period, regardless of the hours worked during the standard stability period, so long as the employee remains employed by the City. If an employee works an average of less than 30 hours per week during the standard measurement period, the employee will not be deemed a full-time employee and may be eligible for employee only health coverage during the resulting standard stability period.

Standard Measurement Period December 1 of (Year 1) through November 30 of (Year 2)

Standard Administrative Period December 1 through December 31 of each year.

Standard Stability Period January 1 through December 31 of each year.

To determine the average hours worked by each employee during the 12-month standard measurement period, the City will divide the employee's total hours worked during the period by 52.

The measurement, administrative, and stability periods discussed above are in accordance with the 'look-back' requirements of the PPACA. In addition, pursuant to the City's policy, and apart from the requirements of the PPACA, part-time employees working 20 or more hours per week, but less than 30 hours per week, may also be eligible for health coverage. For purposes of administrative record-keeping, such part-time employees will continue to have their hours

measured pursuant to the City's initial and standard measurement periods, but will remain eligible for health coverage at all times during their employment.

Measurement and Administrative Periods – Overlapping Initial and Standard Periods

The City's standard measurement periods apply to all ongoing part-time, variable-hour, and seasonal employees hired by the City on or before the start date of a standard measurement period. New part-time, variable-hour, and seasonal employees will be measured by both the City's initial measurement period and the first standard measurement period beginning on or after each employees' date of hire.

Based on the overlapping nature of initial and standard measurement and stability periods, situations will arise where part-time, variable-hour, and seasonal employees will be subject to simultaneous initial and standard measurement, administrative, and stability periods.

If the City determines an employee is eligible for health coverage during an initial measurement period or standard measurement period, the employee must be enrolled in health coverage for the entire associated stability period. This is the case even if the employee is determined to be eligible for health coverage during the initial measurement period but determined not to be eligible for coverage during the overlapping or immediately following standard measurement period. In such a case, the City may exclude the employee from health coverage only after the end of the initial stability period. Thereafter, the employee's eligibility for health coverage would be determined in the same manner as that of other ongoing part-time, variable-hour, or seasonal employees.

In contrast, if the City determines an employee is not eligible for coverage during the initial measurement period, but is eligible for coverage based on the overlapping or immediately following standard measurement period, employee will be eligible for health coverage for the entire standard stability period (even if the standard stability period begins before the end of the initial stability period). Thereafter, the employee's eligibility for health coverage would be determined in the same manner as other part-time, variable-hour, or seasonal employees.

Rules Concerning Eligibility and Enrollment

To be enrolled in health coverage under the Plan, eligible employees must comply with all applicable application requirements and deadlines. Failure to do so may result in delayed or no enrollment until the next annual enrollment period or upon a qualified change in status.

If an eligible employee's payment for the cost of health coverage is untimely, the terms of the Plan provides when coverage terminates and whether there is a grace period for payment. The City is not required to provide health coverage for the period for which the cost of health coverage is not timely paid and may terminate coverage.

Eligible employees, up to 25%, have the right to waive enrollment in the City's health coverage. The City will provide a written waiver that must be timely completed, signed, and submitted by the eligible employee desiring to waive enrollment. Unless the Plan specifies otherwise, a new waiver must be completed annually. Otherwise eligible employees who previously waived enrollment may re-enroll annually during open enrollment.

Hours for Paid and Unpaid Leave During Measurement Periods

Hours of service for employees during measurement periods include both actual hours of service worked and paid hours for vacation leave, sick leave, holiday leave, or other paid leave.

Periods of unpaid leave, including unpaid FMLA or military leave, are excluded from the hours calculation during any measurement period.

Administrative periods overlap with measurement and stability periods. Employees offered health coverage during a stability period must remain enrolled in coverage during a subsequent administrative period. Employees excluded from health coverage during a stability period remain excluded from coverage during a subsequent administrative period.

Breaks in Service

Employees, regardless of classification, who separate their employment with the City, voluntarily or involuntarily, must have a break in service of at least 13 continuous weeks before being eligible for re-hire. Employees re-hired after a break in service of at least 13 continuous weeks will be treated as a "new" employee, without any consideration given to previous hours worked or previous measurement or stability periods that may have applied prior to separation.

Employees who are re-hired into full-time and qualifying part-time (20 hours per week or more) positions must be enrolled in health coverage no later than the first day of the month following their date of re-hire. Employees who are re-hired into variable-hour or seasonal positions are subject to the City's initial measurement, initial administrative, and initial stability periods.

The City reserves the right to suspend this rule on a case-by-case basis.

Retirement Plan

Regular full- and part-time employees participate in a Washington State-sponsored retirement plan; part-time employees receive prorated service credit based on usual hours worked. Casual and temporary employees are typically ineligible to participate in Washington State retirement plans unless they meet the eligibility requirements of the plans.

Deferred Compensation Plans

The City may offer a choice of deferred compensation plans. Employees may enroll in a plan at any time during the year, and change their monthly contributions per plan regulations.

Employee Assistance Program

The employee assistance program provides short-term, confidential counseling specifically designed to assist employees and their families in handling personal and work-related problems. The City's program, ~~provided by the Association of Washington Cities~~, makes seeking assistance very easy.

Flexible Spending Accounts

Employees may pay for qualified dependent care and/or medical expenses with pretax dollars through flexible spending accounts. Employees forfeit any unused balance in the flexible spending account at the end of the plan year.

Consolidated Omnibus Budget Reconciliation Act (COBRA)

COBRA provides certain former employees, retirees, spouses, ~~domestic partners~~, former spouses, and dependent children the right to temporary continuation of health insurance coverage at group rates. This coverage is only available when it is lost due to a qualifying event, such as reduction in working hours, termination of employment, divorce, or death. Employees, spouses, and dependents covered by the City's health insurance plans will be notified, when applicable, of the opportunity to continue their health care coverage under COBRA.

Other Insurance Benefits

Employees may be able to purchase disability insurance through a vendor at group rates. They may also be able to purchase optional insurance plans such as life, accident, or cancer insurance.

Employees of the Police Department, excluding the Records Division ~~and non-represented employees~~, may be eligible for employer-paid long-term disability insurance.

DUAL COVERAGE MEDICAL INSURANCE INCENTIVE

The City recognizes the need for innovative cost sharing between itself and its employees for medical insurance benefits. The dual coverage medical insurance incentive program is a voluntary incentive program in which employees ~~can remove themselves, their spouses/registered domestic partners~~ and dependents who have health insurance coverage under another employer's group policy from the City's medical insurance plan.

Under this program, the medical insurance premium that the City would have paid on the employee's behalf ~~for the eligible dependents~~ will be split between the City and the employee. The City benefits from a 50% cost savings. The employee receives the other 50% cost savings in his or her paycheck as taxable wages. The incentive amount is capped at ~~employee, one spouse/registered domestic partner~~ and two children. When both ~~spouses/registered domestic partners husband and wife~~ are regular City employees, ~~only one spouse may receive the dual insurance coverage incentive benefit. both employees must remain on their own City plan. All employees are required to retain their own health insurance coverage through the City's plans.~~

Employees may chose to remove ~~themselves and~~ dependents ~~with dual coverage~~ from the City's medical insurance plan ~~during open enrollment or during the plan year if at any time there is a qualifying event such as a divorce or the person obtains other coverage. Employees are only eligible to enroll in the incentive plan once per calendar year.~~ Employees must sign a waiver certifying that ~~they and their~~ removed dependents have other medical insurance coverage prior to removal from the City's insurance plan. This waiver includes acknowledgement that proof of continuous, comprehensive medical coverage is required to re-enroll ~~eligible dependents~~ in the City's medical insurance plan. ~~Eligible dependents can be re-enrolled~~ in the City's plan ~~is allowed~~ only during the annual open enrollment period, except ~~that an otherwise eligible dependent who loses his or her non-City if other~~ medical coverage ~~is lost~~ during the ~~middle of the year~~ ~~the employee and eligible dependents~~ may re-enroll in the City's medical plan on the 1st day of the month following his or her loss of medical insurance coverage.

The dual insurance incentive benefit is limited to medical coverage only ~~and only 25% of employees can remove themselves from coverage.~~ Dental and vision coverage will remain in effect for all eligible employees and dependents.

The City of Marysville retains the right to revoke, modify, or cancel this policy at any time.

EMPLOYEE WELLNESS

The City of Marysville recognizes that health of City employees directly affects their ability to provide high quality, efficient services to City residents. The employee wellness program is designed to provide information and activities to City employees and their family members to encourage health and safety in the work place. All City employees and family members who are eligible for City medical benefits may voluntarily participate in the employee wellness program.

A Wellness Committee, including employee representatives from different departments, labor unions, management, and the general employee population, oversees the wellness program and specifically performs the following duties.

- [Provides enthusiastic support of the mission and goals of the Wellness program.](#)
- [Helps plan, implement and promote Wellness programs.](#)

- Serves as a liaison between the wellness program, the Safety Committee, the Employee Recognition and Appreciation ~~Committee~~ program, City departments, and employees.
- Represents the wellness-related interests, needs, and opinions of employees.
- Assists in identifying and reducing potential program barriers and strengthening support for the wellness program.
- Assists in promoting the wellness program.

The Wellness Committee will meet at least once a month during regular business hours and committee members may work on wellness activities during work hours as their normal job duties allow. Membership on the committee is voluntary and members may serve for an indefinite period of time. [Members are responsible for:](#)

- [1. Attending the monthly wellness coordination meetings and informing another attending member if they cannot attend a meeting.](#)
- [2. Attending the Wellness Retreats. Retreats will be used to review goals/priorities and establish an events calendar.](#)
- [3. Organizing and promoting annual wellness events.](#)
- [4. Assisting other members in the execution of their wellness events.](#)
- [5. Communicating the needs of his or her department's employees to the committee.](#)
- [6. Communicating the activities of the committee to his or her department's employees.](#)
- [7. Sharing ideas freely and raising any concerns or objections and offering alternative solutions when a decision is to be reached by consensus.](#)

Participation in some wellness programs such as health screenings and the benefit fair is allowed during work hours. The Chief Administrative Officer may allow employee's additional time during work hours for wellness activities and programs provided work demands are appropriately met.

Wellness program activities may include a wide variety of health, educational, and fitness activities, such as those listed below.

- Behavior change programs, such as nutritional counseling and information, stress reduction, smoking cessation, weight management, relaxation, and self esteem.
- Motivational programs, such as interdepartmental and employee group challenges and tuition rebates for successful weight loss and smoking cessation.
- Informational and awareness programs such as flyers, paycheck stuffers, bulletin boards, brown bag lunch sessions, wellness seminars, workshops, and classes.

The wellness program is funded in the budget for the human resources programs, and all City expenditures for employee wellness activities must come from funds appropriated in the current budget. Some wellness activities may be offered to employees at the cost of the

program, at a City-subsidized price, or free. Costs of certain programs may be covered by the City's medical plan, and the Wellness Committee may apply for grants provided by the Association of Washington Cities. The Committee's plan purchases and all other related accounting activities must comply with applicable City procedures for City-funded activities.

Per IRS regulations, the City is required to tax certain benefits that employees may receive from participating in wellness programs. This may include, but is not limited to gift cards, gift certificates, prizes and incentives. The dollar amount of the gift card(s) or taxable benefit received will be added as taxable income and applicable taxes will be applied in the next pay period. Small incentives such as a bottle of water, granola bar or piece of fruit are examples of items that would not be taxed.

Confidentiality is important in all health education activities. Because the Wellness Committee may offer programs about potentially sensitive issues, the transactions and interactions regarding personal and medical information that take place in the City's wellness programs will be confidential and will be respected as such. Employee participation is on a voluntary basis and will be respected.

EMPLOYEE LEAVES

Employees are not eligible to use paid leave time off until they successfully complete their initial orientation period as a new City employee, unless the CAO grants prearranged leave as a condition of their employment, or as otherwise specifically required by law or specifically allowed by City policies.

HOLIDAYS

The following days are considered holidays for all regular full-time employees except for uniformed ranks of the Police Department. A holiday is considered eight (8) consecutive hours. Regular part-time employees receive holiday pay on a pro rata basis, based on their normal workweek schedule. Regular employees still in their orientation period receive holidays, too. Authorized holidays which occur during vacation are not charged against vacation time.

HOLIDAY	DATE OBSERVED
<i>New Year's Day</i>	January 1
<i>Martin Luther King's Birthday</i>	3 rd Monday of January
<i>President's Day</i>	3 rd Monday of February
<i>Memorial Day</i>	last Monday in May
<i>Independence Day</i>	July 4
<i>Labor Day</i>	1 st Monday in September
<i>Veteran's Day</i>	November 11
<i>Thanksgiving Day</i>	4 th Thursday in November
<i>Day after Thanksgiving</i>	day after Thanksgiving
<i>Christmas Day</i>	December 25
<i>Personal Holiday</i>	Eight hours are added to the employee's vacation <u>accrual rate</u> . Part-time employees' hours are prorated accordingly.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on a Sunday, it shall be observed on the following Monday. An employee must work the day preceding and the day following a holiday or holiday weekend to receive holiday pay, unless the employee is on authorized [paid](#) sick leave, vacation time, or compensatory time off; sick leave for said days will not be approved without certification from a bona fide medical professional that the employee was in fact sick, or without specific approval by the CAO.

Regular nonexempt employees whose regular work schedule requires them to work on a holiday shall receive wages at 1 ½ times their regular pay; temporary and casual employees shall not be entitled to holiday pay, unless otherwise approved by the CAO.

UNPAID HOLIDAYS FOR REASONS OF FAITH OR CONSCIENCE (NEW POLICY)

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

The employee may select the days on which he or she desires to take the two unpaid holidays after consultation with his or her supervisor. If an employee prefers to take the two unpaid holidays on specific days, then the employee will be allowed to take the unpaid holidays on those days unless the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety.

If possible, an employee must submit written notice to their immediate supervisor as soon as they are aware of the need for the leave. The unpaid holiday shall not be considered approved unless signed by the supervisor. Requests shall consider the desires of the employee, scheduled work, anticipated peak workloads, response to unexpected emergencies, the availability of other qualified employees, and consideration of the meaning of “undue hardship”.

The two unpaid holidays must be taken during the calendar year, if at all; they do not carry over from one year to the next.

VACATIONS

Non-union regular full-time employees earn vacation leave per the following accrual schedule, and non-union regular part-time employees earn vacation leave on a prorated basis; employees who have transferred or promoted to another department maintain their accrued vacation hours. Temporary and casual employees are not entitled to vacation benefits. Upon recommendation of the CAO or department directors, newly-hired employees may be granted stepped-up vacation rights as if they had worked for the City for up to five years. Vacation leave for members of collective bargaining units is earned at rates specified within applicable collective bargaining agreements.

YEARS OF EMPLOYMENT	ANNUAL VACATION ACCRUAL RATE (HOURS) FOR FULL-TIME EMPLOYEES
1 - 2	88
3 - 5	104
6	128
7 - 8	136
9 - 10	152
11	168
12 - 13	176
14 - 15	184
16 - 17	192
18 - 19	200
20 or more	208

Employees with a perfect attendance record from January through December, which includes using up to eight hours of sick leave, will receive eight additional hours of vacation leave to be used during the next calendar year.

Vacation ~~will~~ may not accrue when an employee is on unpaid leave.

Employees are responsible for monitoring their accrued vacation leave balance. The maximum allowable accumulation of unused vacation leave is the number of vacation leave hours which the employee would have earned over a period of two years. Vacation leave accrued as of December 31st of each year which exceeds the maximum allowed shall be forfeited, unless employees receive prior approval from the CAO to use vacation hours which would otherwise be forfeited due to excess accumulation.

Vacation leave cannot be taken until the leave hours are accrued. Vacation leave may not be taken during the first six months of City employment; employees who have transferred or been promoted may use accrued vacation leave during their orientation period.

Vacation leaves shall be scheduled considering the wishes of employees and the operating requirements of departments. Supervisors must ensure adequate staffing levels, and management reserves the right to approve scheduling of vacation leaves.

A maximum of 240 hours of the employee's accumulated vacation will be paid as severance pay upon voluntary termination or permanent reduction in force after one year of continuous

service with the City, provided that the employee gives the City two weeks' written notice of resignation prior to his or her voluntary termination of employment.

SICK LEAVE

Regular full-time employees accrue paid sick leave at the rate of eight hours for each month of continuous full-time service; regular part-time employees accrue paid sick leave on a prorated basis. Employees do not accrue sick leave in any calendar month during which they are on an unpaid leave of absence or suspension, ~~for a minimum of five days in a calendar month.~~

Sick leave may be used for the following reasons:

1. Employee's own health condition, illness, injury, or physical incapacity including disability due to pregnancy or childbirth.
2. Care for a child with a health condition requiring treatment or supervision or to treat the disability of an adult child.
3. Provide preventive care for a child.
4. Care for a spouse, [domestic partner](#), parent, parent-in-law, or grandparent with a serious health condition, including short-term care of a pregnant spouse during or after childbirth while she is unable to attend to regular daily activities.
5. Attend one's own medical or dental appointments or those of relations named above.
6. Arrange for emergency care or attend to a member of the immediate family-- defined as spouse, [domestic partner](#), child, parent, grandparent, parent-in-law—and in other situations as may be approved by the CAO on a case-by-case basis.

Note: In accordance with the Washington Family Care Act, employees may use their choice of accrued leave (e.g., sick, vacation, compensatory time) for reasons 2 through 6 above. Accrued sick leave will be applied unless an employee advises the City of their intent to use other available leave.

Employees must notify supervisors as soon as the need for sick leave is known. Failure to do so may result in denial of sick leave pay. [If an employee has exhausted their sick leave bank they may use their vacation accrual.](#)

The City may request reasonable proof of the need for sick leave. When absences extend beyond three consecutive working days, employees may be required to submit a medical certificate by a health care professional to justify the absence. In the case of an extended leave, such as serious injury or illness, the City may require a return to work authorization from employees' health care providers.

Holidays and other regular days off shall not be charged against sick leave. Sick leave can be used in minimum increments of one-half hour for nonexempt employees. Exempt employees

may use sick leave in eight hour increments only; deductions from sick leave banks will not be made as long as they work part of the day.

Newly-hired employees may use sick leave only after successfully completing their first six months of employment, unless the CAO approves its use in extraordinary circumstances.

If an employee is absent due to illness or injury for which he or she is receiving payment from the state's industrial insurance program, LEOFF, or other state-mandated plan, the City will pay employees the difference between their regular wages and the amount received from the state up to the amount of accrued leave in employees' sick, vacation, compensatory, or administrative leave banks.

Upon retirement, sick leave in excess of 480 hours shall be deposited into a HRA VEBA at a ratio of 32 hours sick leave to 8 hours VEBA contribution.

~~Employees may accumulate up to a maximum of 1,440 hours of sick leave. Within the last two years prior to employees' retirement from the City, employees may convert accumulated sick leave in excess of 480 hours into vacation leave. The conversion shall be at a ratio of eight hours vacation leave for each 32 hours of sick leave. This time may be taken as regular vacation leave or paid out upon retirement.~~

PREGNANCY DISABILITY LEAVE

Female employees are entitled to pregnancy disability leave for the entire period of time they are incapacitated because of sickness or temporary disability due to pregnancy or childbirth. Certification by a health care provider indicating the need for a specified period of leave due to a pregnancy or childbirth-related disability is required. This leave may be paid or unpaid, depending on employees' accrued paid leave balances, such as sick or vacation leave.

Pregnancy disability leave is in addition to the 12 weeks of leave allowed annually by the Washington State Family Leave Act; however, pregnancy disability leave runs concurrently with employees' leaves entitlement under the federal Family and Medical Leave Act (FMLA). When a female employee's pregnancy disability leave ends, she is entitled to use the balance of her available leave time under the federal FMLA to care for her newborn child. Also, when a female employee's pregnancy disability leave ends, additional leave to care for her newborn child counts towards the 12 weeks of family leave allowed under the state's family leave law.

Accrued sick, vacation, compensatory, and administrative time may be used for childbirth or related circumstances. The City will continue to pay health care benefits as required by the FMLA for the initial 12 weeks of leave. If the period of leave extends beyond the 12 weeks of FMLA leave, and the employee's accrued leave banks have been exhausted, then she will be placed on leave without pay, at which time she has the option to continue her health care benefits per COBRA requirements. See the *Overview of Health and Welfare Benefits* policy.

In all cases, women requesting pregnancy disability leave must submit appropriate leave forms at least 30 calendar days before the leave is to begin, or as soon as the need for leave is known. Certification from a health care provider should be attached to the leave request. Recertification may be requested periodically.

FAMILY AND MEDICAL LEAVE

The Family and Medical Leave Act (FMLA) grants up to 12 weeks of unpaid leave annually to eligible employees for specifically-defined family and medical reasons; eligible employees shall be entitled to up to 12 weeks of job protected leave during a rolling 12-month period measured backward from the date of any FMLA usage. Some or all of the leave time may be paid if employees have accrued leave time; employees must use applicable paid leave time first and take the remainder of the 12 weeks as unpaid leave. ~~Employees using FMLA leave for the adoption or foster care of a child must use all paid vacation, compensatory, and administrative leave time prior to taking unpaid leave.~~

Eligibility

Employees must meet all of the following conditions to be eligible for FMLA leave.

- Employees must have worked for the City for at least 12 months, which need not have been consecutive. For eligibility purposes, employees will be considered to have been employed for an entire week even if they were on the payroll for only part of a week or on leave during part of a week.
- Employees must have worked at least 1,250 hours during the previous 12-month period. Provisions of the Fair Labor Standards Act will determine the number of hours worked. Time spent on paid or unpaid leave does not count as hours worked and will not be counted in meeting the 1,250 hours eligibility threshold.
- When both husbands and wives work for the City and are both eligible for FMLA leave, they are allowed to take a combined total of 12 weeks of leave during a 12-month period for the birth of a child, placement of an adopted or a foster child, or to care for a child or parent (but not a parent “in-law”) with a serious health condition. If they use a portion of the total 12-week FMLA leave for one of these purposes, they are each entitled to the remainder of the 12-week leave for other FMLA purposes.

Active duty time counts toward determining eligibility to take time off from work under the FMLA for eEmployees returning after military service. Employees, who are covered by the provisions of this law, will be credited with the number of hours of service that they would have been performed worked if they had not been called to military duty except for the period of military service in determining eligibility for FMLA leave. Each month served performing military service counts as a month actively employed by the employer.

Qualifying Leave

FMLA leave is allowed for the following reasons:

- Birth and care of a newborn child of the employee.
- Placement with the employee of a child for adoption or foster care.
- Care for a spouse, son or daughter, or parent with a serious health condition.
- Medical leave when the employee is unable to work because of a serious health condition.
- Qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
- Attend to qualified family members in the armed forces who are undergoing medical treatment, recuperation, or therapy, or otherwise in outpatient status, for an illness or injury sustained in the line of duty that renders the family member medically unfit for duty.

The leave entitlement for the birth or placement of a child for adoption or foster care expires 12 months from the date of the birth or placement. Leave in these cases must be taken in one uninterrupted block of time from start to finish, except with prior approval of department directors and the CAO.

See *Qualifying Exigency Leave* and *Military Caregiver Leave* policies for requirements and benefits specific to these types of FMLA leave.

Requesting Leave

Employees requesting leave must contact the Human Resources office to complete required forms at least 30 days before the leave is to begin, when the FMLA qualifying event is foreseeable (such as the birth of a child, placement for adoption or foster care, or planned medical treatment for a serious health condition). If leave is to begin within 30 days, employees must notify their immediate supervisors and the Human Resources office as soon as they are aware of the need for the leave. When the need for the leave is not foreseeable, they must contact their supervisors prior to the start of their shift to enable supervisors to make necessary arrangements to continue employees' functions during their absences.

Whether leaves are foreseeable or unforeseeable, medical certification must be provided within 15 calendar days from the date employees give the City notice of the need for leave. Taking FMLA leave may be denied if these requirements are not met, unless there is a reasonable excuse for the delay. The City has the right to request a second medical opinion at its expense. If the first and second opinion conflict, the City may require a third opinion which shall be final and binding.

During leaves for serious medical conditions, employees are requested to report periodically to the City regarding the status of the medical condition and their intent to return to work. The City has the right to request periodic medical re-certifications in compliance with FMLA regulations. Per FMLA regulations, the City will not ask employees' health care providers for additional information beyond that required by the certification form. Additionally, the City reserves the right to require a "fitness for duty" medical certification from health care providers before employees return to work.

Return to Work

Employees eligible for FMLA leave—except those employees designated as “key” employees under this policy—can return to the same position or a position with equivalent status, pay, benefits, and other employment terms. This entitlement does not apply in certain situations, such as the following: Employee's position is eliminated in a reduction of force; employee takes another job while on FMLA leave; employee fails to provide timely notice of FMLA leave; or employee fails to return from FMLA leave on the established date.

Employees must contact the Human Resources office to complete appropriate forms before they return to work. Employees wishing to return to work prior to the planned expiration of their leaves must notify the Human Resources office at least five working days prior to their planned return.

Failing to return to work upon the planned expiration of FMLA leave may result in disciplinary action up to and including immediate termination unless an extension is granted. Employees who request an extension of FMLA leave due to the continuation, recurrence, or onset of their own serious health condition or that of their spouse, child, or parent must request an extension, in writing, to their immediate supervisors. This request should be made as soon as employees realize that they will not be able to return to work at the expiration of the leave period.

Benefits Coverage During Leave

During FMLA leaves, employees will be retained on the City's group health insurance plan under the same conditions that applied before the leave. To continue health insurance coverage, employees must continue to make any contributions that they would be required to make to the plan if they were not on leave. Failure to pay their share of the health insurance premium may result in loss of coverage.

Employees who fail to return to work after the expiration of their leaves ~~must~~ may be required to reimburse the City for payment of health insurance premiums during the leaves, unless the reason employees fail to return is due to the presence of a serious health condition which prevents them from performing their jobs or due to circumstances beyond their control.

Intermittent Leave or Reduced Work Schedule

Employees may take leave intermittently or work reduced work schedules, when medically necessary, due to their own or a family member's illness. Since regular and predictable work hours are an essential part of employees' jobs, they are required to coordinate scheduling medical treatments with department directors or designees to limit disruption to departmental operations. The leave may not exceed a total of twelve weeks of their regular work schedule over a twelve-month period.

Employees must provide medical certification which shows that the multiple, short duration absences are a part of, or may result from, the treatment the employee or eligible family member is receiving for a serious health condition, or that the serious health condition causes intermittent periods of incapacity. ~~Treatment~~ Information must substantiate that intermittent leave is necessary and that the medical need for the employee or eligible family member is best accommodated through an intermittent or reduced work schedule.

Employees on continuous, intermittent, or reduced work schedules are required to exhaust their sick leave bank, for their own serious health condition.

Workers' Compensation Provision

The FMLA leave period runs concurrently with workers' compensation when employees have a serious health condition resulting from an on-the-job injury that meets the criteria for FMLA leave. The City may offer "modified duty" work at its discretion and if it is available. If health care providers treating employees for workers' compensation injuries certify that employees are able to return to "modified duty" work but are unable to return to the same or equivalent jobs, employees who are taking FMLA may decline the City's offer of a "modified duty" job. If employees decline the "modified duty" job, they may lose their workers' compensation pay but would continue to stay on FMLA leave until it is exhausted. When workers' compensation benefits cease, the City requires employees to use their accrued paid leave including sick, vacation, and compensatory time.

For more information see [WORKPLACE HEALTH AND SAFETY - Return to Work Procedures and Temporary Light Duty](#).

SHARED LEAVE

Shared leave allows City employees, at no additional cost to the City other than the costs of administering the program, to come to the aid of fellow City employees who are suffering from an extraordinary or serious illness, injury, impairment, or physical or mental condition which has caused or is likely to cause them to take leave without pay or to terminate their employment. Shared leave can also be used to assist a fellow employee who is ordered to report for active military duty; this provides financial stability for a limited time to allow an employee to adjust to different income and benefit levels under military pay. Only accrued vacation leave may be donated as shared leave time.

Only full-time, regular employees are eligible to receive shared leave, upon the recommendation of their department directors and approval by the CAO. [The employee must submit a written request to their Department Director or the Human Resources Director detailing the reason for the request and the approximate duration. Shared leave requests may be denied if an employee has documented high leave usage without a qualifying event.](#)

Employees must meet the following conditions to be eligible to receive shared leave.

- The employee suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status or to terminate his or her employment with the City. Employees requesting shared leave for military service will be allowed to maintain 240 hours of sick leave accrual.
- The employee has abided by the City's sick leave policy in good faith.
- The use of shared leave will not significantly increase the City's costs, except for those which would otherwise be incurred in the administration of this program or which would otherwise be incurred by the employee's department.
- An immediate family member of the employee (spouse, [domestic partner](#), child, parent, or sibling) suffers from an illness or injury which is life-threatening and which has caused or is likely to cause the employee to go on leave without pay or to terminate his or her employment with the City. Requests for shared leave to attend an immediate family member who has a life-threatening illness or injury shall be approved or disapproved at the sole discretion of the CAO on a case-by-case basis.
- An employee is ordered to report for active military duty for a significant military event during a time of national emergency. This may include an employee who is a member of the uniformed services--Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States--and other categories designated by the President or Governor in a time of war or military emergency. This provision does not apply to employees who voluntarily sign up for active military duty.

All donations of leave must be voluntary. To be eligible to donate shared leave, employees must have taken at least 80 hours of accrued vacation leave within the calendar year, have more than 80 hours of accrued vacation leave on the books, or have a combination of accrued and used vacation leave greater than 80 hours within the calendar year. When reviewing leave donation proposals from police employees, the Police Chief may also consider whether additional adequate time off will be provided through compensatory and/or holiday leave unique to that department.

Shared vacation leave shall be transferred on a dollar value basis. The minimum allowable transfer of vacation leave is eight hour increments. The value of the leave will be determined at

the current hourly wage of the donating employee and the leave available to the receiving employee shall be calculated at the receiving employee's wage.

Employees shall not receive more than 1,040 hours of shared leave during their City employment. Shared leave hours should be used on a consecutive basis to the extent possible, unless preapproved by the CAO as intermittent leave. Shared leave use runs concurrently with FMLA-qualifying leave and other applicable leave. Donated hours that are not used within 90 days shall be returned to the donors.

The City and employees using shared leave will continue to pay their respective portions of employees' family health insurance benefits. Employees may continue payroll deductions of optional employee benefits at their discretion. Employees will not accrue ~~seniority, vacation, or sick leave or other leave benefits~~ while receiving shared leave; shared leave time is not counted as hours worked for any orientation period.

Employees serving in active military duty per this policy may receive donations to supplement their pay not to exceed 100% of the employee's regular wages from the City for up to one year. These employees must submit paycheck stubs to the City for determination of the correct supplemental pay and donated leave amounts.

BEREAVEMENT LEAVE

Employees, including those in their orientation periods, may ~~be granted use~~ up to 24 hours of paid leave ~~by the CAO~~ due to the death of a member of their immediate family. "Immediate family" for bereavement leave is defined as a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, parent-in-law, brother- or sister-in-law, son-or daughter-in-law, stepchildren, and current stepparents. The CAO may extend the bereavement leave beyond the allotted hours.

JURY DUTY/WITNESS LEAVE

Employees have a civil obligation to serve on a jury if called. During jury duty or while appearing as a legally-required witness, employees will receive full pay from the City.

Employees who are excused from jury service or court appearance before the end of their workday shall immediately report their availability for assignment to their supervisor. Employees scheduled to work on shifts other than day shift shall be considered to be on day shift for the duration of jury duty.

Court payments, except those for ~~travel~~ expenses, must be ~~turned over~~ paid to the City. All jury duty and witness fees other than ~~expense payments~~ mileage reimbursement must be ~~turned over~~ paid to the City. Checks from the court cannot be endorsed and signed over to the City. Employees will need to submit a personal check or money order payable to the City of Marysville for the payment received minus expenses.

Employees will not be threatened, coerced, harassed, or denied promotional opportunities because they receive a summons, respond to a summons, serve as a juror, or attend court for prospective jury service.

VOTING LEAVE

Employees whose work schedules do not provide them two consecutive hours to vote while polls are open will be granted up to two hours of paid time to vote. Employees must provide notice to the City not less than one day before the election. The City may specify the hours that the employee may vote.

MILITARY CAREGIVER LEAVE

Military caregiver leave is a section of the Family and Medical Leave Act, which allows a certain amount of unpaid or applicable paid leave each year to eligible employees for family and medical reasons during any 12-month period. Military caregiver leave is applicable only to employees who are related to injured members of the armed forces. This policy addresses only those rights, benefits, and requirements specific to military caregiver leave. All other rights, benefits, and requirements of the FMLA apply to military caregiver leave.

Employees are eligible for military caregiver leave when their qualified family member in the armed forces is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status, for an illness or injury sustained in the line of duty that renders the family member medically unfit for duty. A qualified family member includes the following people: spouse, son, daughter, parent, or nearest blood relative to the employee.

Military caregiver leave may last for up to 26 weeks during a single 12-month period. There is a 12-week limit on all other types of FMLA leaves, and the combined total of all types of FMLA leaves, including military caregiver leave, cannot exceed 26 weeks in a single year.

Employees requesting military caregiver leave must provide a medical certification from the service member's health care provider.

QUALIFYING EXIGENCY LEAVE

Qualifying exigency leave is a section of the Family and Medical Leave Act, which helps families of members of the Armed Forces National Guard and Reserves manage their affairs while the member is on active duty in support of a contingency operation. This policy addresses only those rights, benefits, and requirements specific to qualifying exigency leave. All other rights, benefits, and requirements of the FMLA apply to qualifying exigency leave.

Eligible employees are entitled to leave for a qualifying exigency arising out of the fact that the employee's -with a covered military member serving spouse, son, daughter, or parent is a

covered military member (including those in the regular Armed Forces, the National Guard or the Reserves) who is on active duty, or has been notified of an impending call to covered active duty, and who has been or is being deployed to a foreign country. in the National Guard or Reserves are entitled to the usual 12 weeks of FMLA leave for any “qualifying exigency” arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation. Qualifying exigencies include the following: short-notice deployment, -military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities not encompassed in the other categories, but agreed to by the City and employee.

FAMILY MILITARY LEAVE

All employees who work an average of at least 20 hours per week are eligible for unpaid family military leave. Family military leave is available to the spouse or registered domestic partner of a member of the U.S. Armed Forces during a period when Congress has declared war, the President has declared war by executive order, or when military reserves have been called to active duty.

Employees whose spouses are being called into active duty for the armed forces or who will be, or are deployed during a period of military conflict, are entitled to up to 15 days of unpaid leave from work. Employees may choose to use accrued vacation, compensatory time, administrative leave, or personal holiday hours for family military leave. Employees may take the 15 days of leave before the deployments of military spouses or when military spouses are on leave from deployments. For each new deployment of military spouses/partners, employees may take another family military leave of up to 15 days.

Employees must notify the City of their intent to take family military leave within five business days of receiving official notice of the call or order to active duty or deployment or within five business days of official notice of military spouses’ upcoming leave from deployments.

MILITARY LEAVE

Washington State law provides City employees who are a members of the uniformed services-- Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States-- paid leave for up to 21 calendar days annually, from October 1st to September 30th, when ordered to active duty or active training duty. Employees are requested to notify their supervisors as soon as they are aware of the military obligation.

This military leave is in addition to any vacation or sick leave to which the employee might otherwise be entitled. If a military leave of absence extends beyond 21 calendar days, employees may, at their discretion, choose to use accrued vacation leave. Employees may be eligible for shared leave per the *Shared Leave* policy.

LEAVE UNDER UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

The Uniformed Services Employment and Reemployment Rights Act entitles regular City employees who take a leave of absence to serve as a member of the U.S. Armed Forces to certain reemployment, seniority, longevity, and employment benefits rights upon returning to work after their honorable discharge or completion of reserve training. Returning employees are entitled to these rights if they have given the City advance written or verbal notice of their service and if the cumulative length of the absence and of all previous absences from City employment to serve in the uniformed services does not exceed five years.

Employees returning after military service, who are covered by the provisions of this law will be credited with the hours of service that would have been performed except for the period of military service in determining eligibility for leave under the Family and Medical Leave Act. Each month performing military service counts as a month actively employed by the employer.

Both employees promoted or hired to fill a vacancy created by another employee serving in the armed forces shall hold such position subject to the return of the employee serving in the armed forces. A promoted employee affected by the return of the employee serving in the armed forces shall be restored to the position he or she had held previously, or any other equivalent position. A newly-hired employee affected by the return of the employee serving in the armed forces shall be placed in a comparable vacant position or may be laid off if there are no comparable vacant positions.

DOMESTIC VIOLENCE/SEXUAL ASSAULT LEAVE

This unpaid leave is available to employees who are victims of domestic violence, sexual assault, or stalking. It is also available to employees with a family member—defined as child, spouse, **domestic partner**, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship—who is a victim of domestic violence, sexual assault, or stalking. This leave may be taken in blocks or intermittently, and the amount of leave that an employee may take is restricted to a "reasonable" amount, but it is not specifically limited as to time or length under the law.

Domestic violence/sexual assault leave may be taken for the following purposes.

- Seek law enforcement or legal assistance or prepare for or participate in any legal proceeding related to domestic violence, sexual assault, or stalking.
- Seek health care treatment for physical or mental injuries from domestic violence, sexual assault, or stalking, or attend to such health care treatment for a family member.
- Obtain (or assist a family member in obtaining) services from a domestic violence shelter, rape crisis center, or other social services.

- Obtain (or assist a family member in obtaining) mental health counseling related to domestic violence, sexual assault, or stalking.
- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase one's own safety or the safety of the family member relating to domestic violence, sexual assault, or stalking.

Employees must give notice to the City of the need for this leave no later than the end of the first day on which the leave is taken. The City may require verification to support the need for the leave; verification can take the form of police reports, court documents, or employees' own written statements of the need for the leave.

ADMINISTRATIVE LEAVE

Exempt employees are not entitled to overtime compensation since they are compensated for the product of their work efforts, not the number of hours actually worked. Sometimes, however, the nature of work for exempt employees requires sustained periods of effort, marked by long hours, limited opportunities for time off, and stresses atypical of nonexempt positions. Further, the City acknowledges that sufficient rest is necessary for personnel to operate at peak performance; administrative leave provides sufficient time off for these employees so as to ensure individual and operational readiness.

Exempt employees are eligible for administrative leave based on the schedule and conditions described below. The CAO, upon the recommendation of department directors, may award supplemental administrative leave on a case-by-case basis when conditions warrant such consideration. Administrative leave shall not be awarded to employees whose vacation balance exceeds allowable accrual limits. Administrative leave will be awarded on a prorated basis, rounded to the next full day, to exempt employees hired during the calendar year.

The following positions shall be awarded an annual bank of ten business days of administrative leave at the beginning of each calendar year: CAO; directors of Community Development, Finance, [Human Resources](#), Parks and Recreation, Public Works, ~~and~~ [Police Departments](#), ~~Public Works Superintendent~~; [City Engineer](#); Police Commanders; [Police Lieutenant](#) ~~and City Clerk~~; ~~and~~ [Court Administrator](#), ~~and~~ [IS Manager](#).

All other exempt employees shall be awarded an annual bank of five business days of administrative leave at the beginning of each calendar year.

Administrative leave must be:

- Used in minimum increments of one full day.
- Approved by the department director or CAO in advance, which must be documented on appropriate personnel forms.
- Forfeited if not used by the end of each calendar year.

Unused administrative leave may not be converted to cash compensation under any circumstances.

LEAVE WITHOUT PAY

The CAO may grant leaves of absence without pay in appropriate circumstances; they will be granted only when employees have exhausted all other accrued leave. Employees must submit a written request on designated forms to the CAO after obtaining the permission of their department directors. Failure to return upon the expiration date of the leave may be cause for dismissal. [Employees will not accrue vacation or sick leave while in leave without pay status; leave without pay is not counted as hours worked for any orientation period.](#)

ABSENCE WITHOUT AUTHORIZED LEAVE

Absences not on duly-authorized leave shall be treated as leave without pay and may be grounds for disciplinary action. Employees who are absent for three consecutive regularly-scheduled working days without notifying the City may be considered to have abandoned their jobs and may be terminated.

LEGAL RULES OF CONDUCT

CODE OF ETHICS

The City's code of ethics is set forth in Chapter 2.80 of the Marysville Municipal Code. Its purpose is to assist City employees to establish guidelines to govern their own conduct. The code is also intended to help develop traditions of responsible public service. Employees shall not engage in any act which is in conflict with the performance of their official duties. Under the code of ethics, an employee shall be deemed to have a conflict of interest or other ethical violation if he or she:

1. Receives or has any financial interest in any sale to or by the City of any service or property when such financial interest was received with the prior knowledge that the City intended to purchase such property or obtain such service.
2. Accepts or seeks for others any service, information, or thing of value on more favorable terms than those granted to the public generally, from any person, firm or corporation having dealings with the City, as provided in MMC 2.80.040(2).
3. Accepts any gift or favor from any person, firm, or corporation having any dealings with the City if he knows or has reason to know that it was intended to obtain special consideration.
4. Influences the selection of or the conduct of business with a corporation, person, or firm having business with the City if he or she personally or through household relatives has financial interest in or with the corporation, person or firm.
5. Serves as an employee, officer, partner, director, or consultant of any corporation, firm, or person having business with the City, unless he or she has disclosed such relationship as provided by Chapter 2.80 MMC.
6. Engages in or accepts private employment or renders services for private industry when such employment or service is incompatible with the proper discharge of his or her official duties or would impair his or her independence of judgment or action in the performance of his or her official duties.
7. Appears in behalf of a private interest before any regulatory governmental agency, or represents a private interest in any action or proceeding against the interest of the City in any litigation to which the City is a party, unless he or she has a personal interest and this personal interest has been disclosed to the regulatory governmental agency. City Councilmembers may appear before regulatory governmental agencies on behalf of constituents in the course of their duties as representatives of the electorate or in the performance of public or civic obligations; however, no official or employee shall accept a retainer or compensation that is contingent upon a specific action by a City agency.

8. Possesses, directly or indirectly, a substantial or controlling interest in any business entity which conducts business or contracts with the City, or in the sale of real estate, materials, supplies, or services to the City, without disclosing such interest as provided by this chapter. An interest is not a substantial interest if such interest does not exceed one-tenth of one percent of the outstanding securities of the business concern; or, if the interest is an unincorporated business concern, one percent of the net worth of such concern; or the financial interest of a corporation, person, or firm does not exceed five percent of the net worth of the employee and his household relatives.
9. Violates any ordinance or resolution of the City.
10. Violates the confidentiality of his or her position.
11. Makes any false statement or representation of any public record or document in a willful disregard of the truth of such statement or representation.

Employees who have financial or other private interests, and who participate in discussion with or give an official opinion to the City Council and fail to disclose on the records of the City Council the nature and extent of such interest is in violation of Chapter 2.80 Marysville Municipal Code. Any person willfully violating the code of ethics is guilty of a misdemeanor and is subject to the civil penalties as provided in the municipal code.

An employee of the City found guilty of a negligent violation of this chapter is subject to civil penalties up to and including termination from employment and/or loss of pay not to exceed one month's salary.

ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE

The City of Marysville strives to provide a work environment that is free from all forms of harassment. All forms of harassment—including, but not limited to harassment based on sexual, ethnic, racial, and disability characteristics, or an employee's legally protected status—are prohibited. All disruptive behavior that ~~is based on an or~~ creates an intimidating, offensive, coercive, or hostile work environment is prohibited. All actions that unreasonably impair employees' abilities to perform their jobs are prohibited. Employees who engage in such behavior will be subject to disciplinary action, up to and including termination.

Harassment can take many forms. Some examples of verbal and nonverbal harassment include the following:

- Unflattering or unwelcome comments regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body disability, or appearance.
- Offensive verbal comments or jokes that are racially oriented or are directed at an employee because of his/her race, gender, disability, sexual orientation, religion or other protected status.
- Epithets, slurs, and negative stereotyping.

- Distribution, display, or discussion of written or graphic material that ridicules, denigrates, insults, belittles, or shows hostility or aversion toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, **appearance**, disability, marital, or other protected status.

Sexual harassment is a specifically recognized form of discrimination and is unlawful under the Civil Rights Act of 1964 and Washington State law. Sexual harassment is defined as “unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature” when any of the following conditions exist.

- Submission to such conduct is either explicitly or implicitly made a term or condition of an individual’s employment.
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment can take many forms, and some examples include the following.

- **Unwanted flirtations, s**Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks, and threats.
- Requests for any type of sexual favor, including repeated and unwelcome requests for dates.
- Verbal abuse or "kidding" of a sexual nature and/or content and considered unwelcome.
- Distribution, display, or discussion of any written or graphic material, including calendars, posters, and cartoons that are sexually suggestive, or show hostility toward an individual or group because of gender or are of a sexual nature; suggestive or insulting sounds; leering; staring; whistling; or obscene gestures.
- Unwelcome, unwanted physical contact, including but not limited to, touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, forced sexual intercourse, or assault.
- Linking sexual compliance with sexual advances by a supervisor to some term or benefit of employment.

Sexual harassment can also include verbal behavior such as suggestive looks or leering; slang, names, or labels that others find offensive; talking about or calling attention to another employee’s body or sexual characteristics in a negative or embarrassing way; invitation for dates which do not stop when the response is negative; or continuing unwelcome behavior after a co-worker has objected to that behavior.

Normal, courteous, mutually respectful, pleasant, non-coercive interactions between employees, including men and women, that are acceptable to and welcomed by both parties, are not considered to be harassment, including sexual harassment.

Employees who believe they are victims of harassment should not remain silent. They should make it clear to the harasser that such conduct is offensive and unwelcome and clearly state that the offensive conduct must stop immediately. Then, they should tell the supervisor or manager they are being harassed and name the harasser; this may be the first step if employees are uncomfortable confronting the alleged harasser.

Complaint Process

Employees who believe they have been harassed – whether by a co-worker, vendor member of the public or other third party – should report the harassing conduct to City management ~~their Department Director or the Human Resources Director~~. ~~Typically, the conduct should be reported to employees' immediate supervisors; if the complaint is against their supervisors or employees are uncomfortable discussing the complaint with their supervisors, they may report it to their department directors or the Assistant Human Resources Director.~~ Supervisors or managers who become aware that harassment is occurring, either from personal observation or employee report, must report it immediately to Human Resources or their department directors.

Employees' complaints of harassment may be oral or written. They should include, when available, specific allegations, dates(s) of the occurrences(s), individuals involved, and any witnesses. Upon receipt of complaints, or being advised by supervisors or managers of potential harassing behavior occurring, department directors, the ~~Assistant Human Resources Director~~ Human Resources Director, or an independent investigator will conduct an investigation.

Harassment complaints and their investigations are kept as confidential as reasonably possible, consistent with the need to investigate and act on the results of the investigation. It is often necessary to disclose the name of the employee who filed the complaint to the employee accused of harassment.

The City treats harassment complaints seriously and moves quickly to investigate them and take appropriate corrective action. Employees filing complaints will be treated courteously and respectfully, and the City prohibits retaliation against employees filing harassment complaints. Unlawful retaliation occurs when an employee is targeted for unfavorable treatment by the City, or by coworkers, as a result of complaining or cooperating. Employees will not suffer any hardship, loss of benefits, or other penalties for filing or responding to bona fide complaints of discrimination or harassment, appearing as a witness in a complaint investigation, or investigating a complaint.

Employee's who believe they are being retaliated against should immediately contact the Human Resources Director. If the employee believes the Human Resources Director is involved in the retaliation, the employee should contact the CAO. Retaliation complaints will be investigated separately, and the City will take prompt, corrective action to remedy any complaints found to have merit.

Reporting harassment incidents may be a difficult personal experience; however, allowing harassment activities to continue will most certainly lead to less desirable outcomes. For that reason, employees are strongly urged to use this complaint procedure.

Knowingly filing groundless or malicious complaints is an abuse of this policy and is prohibited. Employees who violate this policy are subject to disciplinary action up to and including termination.

Procedures For Investigating And Resolving Complaints

When a full harassment investigation is warranted, the City will typically use the following guidelines for conducting it.

1. Every attempt will be made to complete an investigation within 60 calendar days from the time the complaint is received or the department director is made aware of the potential harassment. The time limit may be extended to 90 calendar days by the CAO if additional time is needed for a full and complete investigation of the complaint.
2. The investigation should include interviews with the complainant, the respondent, witnesses, and other persons the investigator determines may have information related to the investigation to determine whether the conduct occurred. The investigator will ensure compliance with any right to union representation of individuals, including the alleged harasser, who may reasonably assume disciplinary action may be taken based upon their statements in the investigation.
3. The investigator of the complaint will maintain accurate, detailed records of the investigation and will determine if violations of this policy have occurred based on the facts verified during the investigation.
4. If it is determined that harassment or discrimination in violation of the City's policy has occurred, appropriate disciplinary action will be taken. The appropriate action will depend on the following factors: (1) severity, frequency and pervasiveness of the conduct, (2) prior complaints made by the complainant, (3) prior complaints made against the respondent, and (4) quality of the evidence, such as first hand knowledge or credible corroboration.
5. If the investigation is inconclusive, or it is determined that there has been no harassment or discrimination in violation of this policy but some potentially problematic conduct is revealed, counseling or preventive action may be taken.
6. Within five days after the investigation is concluded, the ~~Assistant Human Resources Director~~ Human Resources Director or department director will meet with the

complainant and respondent separately, to notify them in person of the [findings results](#) of the investigation and inform them of the action being recommended.

7. [The complainant and the respondent may submit statements to the CAO challenging the requesting an additional review factual basis of the findings. Such statements must be submitted no later than five working days after the meeting in which the findings results of the investigation were discussed.](#)
8. Within ten days from the date the challenge is received, the CAO will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the [Assistant Human Resources DirectorHuman Resources Director](#) and other management staff as may be appropriate, and decide what action, if any, will be taken. The [Assistant Human Resources DirectorHuman Resources Director](#) will report the decision to the complainant, respondent, supervisors, and department directors in the departments in which the complainant and respondent work.

REPORTING IMPROPER GOVERNMENTAL ACTIONS

The City encourages employees to report improper governmental actions taken by City of Marysville officers or employees, and it protects employees who have [made good-faith reported-reports of](#) improper governmental actions in accordance with City policies and procedures.

As used in this policy, the following terms have specific meanings as defined below.

- ***Improper governmental action:*** Actions by a City of Marysville officer or employee that are:
 - Undertaken in the performance of the officer's or employee's official duties, whether or not the action is within the scope of the employee's employment.
 - In violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial danger to the public health or safety, or is a gross waste of public funds.

"Improper governmental action" does not include personnel actions, including but not limited to, employee grievances, complaints, [claims of discrimination or harassment](#), appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, re-employments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, written or verbal warnings, violations of collective bargaining or civil service laws, alleged violations of labor agreements, or reprimands. [The City has separate policies with distinct rights and remedies, for allegations of improper personnel actions.](#)

- Good Faith: When an employee has a reasonable basis in fact for the communication. "Good faith" is lacking when the employee knows or reasonably ought to know that the report is malicious, false or frivolous.
- Gross waste of public funds: Spending or using funds or allowing funds to be used without valuable result in a manner grossly deviating from the standard of care or competence that a reasonable person would observe in the same situation.
- Retaliatory action: Any adverse change in the terms and conditions of employment or hostile actions by another employee towards a local government employee that were encouraged by a supervisor, senior manager, or official.
- Emergency: Circumstances that if not immediately changed may cause damage to persons or property.

Procedures For Reporting

City employees who become aware of improper governmental actions should raise the issue first with their ~~supervisors~~ Department Director or Human Resources Director. ~~If requested, employees shall submit a written report to their supervisors, or to some person designated by their supervisors,~~ Employees shall submit a written report to their supervisors, or to some person designated by their supervisors, stating in detail the basis for their belief that an improper governmental action has occurred. The report, in the form of a written memo, report, or email should be made as soon as possible after the information or knowledge is received. Where employees reasonably believe the improper governmental action involves their ~~supervisor~~ department director, employees may raise the issue directly with the CAO or ~~Assistant Human Resources Director~~ Human Resources Director.

In an emergency, where employees believe that damage to persons or property may result if action is not taken immediately, employees may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action.

~~The Supervisors~~ Department Director, Human Resources Director or the CAO or designee, shall take prompt action to assist the City in properly investigating the report of improper governmental action. City officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless employees authorize their identity disclosure in writing. After investigations are completed, employees reporting improper governmental actions shall be advised by a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

City employees may report information about improper governmental action to the appropriate government agency with responsibility for investigating the improper action if they reasonably believe that an adequate investigation has not been undertaken by the City to determine whether an improper governmental action occurred, insufficient action has been taken by the City to address the improper governmental action, or the improper governmental

action is likely to recur. A list of agencies responsible for investigating improper governmental action is included in this handbook. It is not intended to be all-inclusive.

City employees who fail to make a good faith attempt to follow the City's procedures in reporting improper governmental action shall not receive the protections provided by the City in these procedures.

Protection Against Retaliatory Action

City officials and employees are prohibited from taking retaliatory action against City employees because they have in good faith reported improper governmental actions.

Employees who believe that they have been retaliated against for reporting an improper governmental action should advise their ~~supervisors~~ ~~Department~~ ~~Director~~, the ~~Human Resources~~ ~~Director~~ or the CAO or designee. City officials and supervisors shall take appropriate action to investigate and address complaints of retaliation.

If employees' ~~supervisors~~ ~~Department~~ ~~Director~~, the ~~Human Resources~~ ~~Director~~ or the CAO or designee do not satisfactorily resolve employees' complaints of retaliation in violation of this policy, employees may obtain protection under this policy and pursuant to state law by providing a written notice to the Marysville City Council that specifies the alleged retaliatory action and the relief requested.

Employees shall provide a copy of their written charge to the CAO no later than 30 days after the occurrence of the alleged retaliatory action. The City shall respond within 30 days to the charge of retaliatory action; provided, if the charge warrants an unusual amount of investigation, the City may extend the time for responding up to 30 additional days.

After receiving either the response of the City or 30 days after the delivery of the charge to the City, employees may request a hearing before a state administrative law judge to establish that a retaliatory action has occurred and to obtain appropriate relief provided by law. Employees seeking a hearing should deliver the request for hearing to the CAO at the earliest of either 15 days of delivery of the City of Marysville's response to the charge of retaliatory action or 45 days of delivery of the charge of retaliation to the City of Marysville for response.

Upon receipt of request for hearing, the City shall apply within five working days to the Washington State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge: Office of Administrative Hearings, P.O. Box 42488, [Olympia, WA 98504-2488](https://www.wa.gov/office-of-administrative-hearings), (800) 558-4857, ~~4224 Sixth SE, Rowe Six, Bldg. 1, Lacey, WA 98504-2488, (206) 459-6353~~.

The City will consider all recommendations provided by the administrative law judge, including but not limited to a recommendation that the retaliator be suspended or dismissed.

Enforcement Responsibilities

The CAO or designee is responsible for implementing the City's policies and procedures for reporting improper governmental action and for protecting employees against retaliatory actions. This includes ensuring that this policy and procedures are permanently posted where all employees have reasonable access to them, made available to any employee upon request, and provided to all newly-hired employees. Managers and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy may result in disciplinary action, including but not limited to a written reprimand, suspension, and/or termination.

Following is a list of agencies responsible for enforcing federal, state and local laws and investigating other issues involving improper governmental action. Employees having questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact Human Resources.

CITY OF MARYSVILLE

[Marysville City Attorney
Weed, Graafstra, & Benson, Inc., P.S.
21 Avenue A
Snohomish, WA 98290
\(425\)259-9199](#)

Snohomish County Prosecutor
3000 Rockefeller
M/S 504 Everett, WA 98201
(425)388-3333

[Marysville Police Department
1635 Grove St
Marysville, WA 98270
\(360\)363-8300](#)

[Human Rights Commission
402 Evergreen Plaza, Bldg FJ-41
5711 S Capitol Way
Olympia, WA 98504-2490
1-800-233-3247](#)

STATE OF WASHINGTON

[Department of Labor and Industries
315 5th Ave S Ste.200
Seattle, WA 98104-2607
\(206\)515-2800](#)

[State Department of Ecology
3190 160th SE
Bellevue, WA 98008-5452
\(425\) 649-7000](#)

[Attorney General's Office
Labor & Industries Division
315 5th Ave Ste 2000
Seattle, WA 98119
\(206\)515-2800](#)

[Domestic Violence Hotline
1-800-562-6025](#)

Puget Sound Partnership
(Water Quality)
PO Box 40900
Olympia, WA 98504-0900
1-800-547-6863

Department of Social & Health Services
Special Investigation Office
5200 Southcenter Blvd Ste 23
Tukwila, WA

UNITED STATES

<p>State Department of Health Health Consumer Assistance PO Box 4789 Olympia, WA 98504-7891 (800)525-0127</p> <p>US Attorney 700 Stewart St Ste 5220 Seattle, WA 98174-1093 (206)389-5800</p> <p>Department of Interior US Fish & wildlife Services Division of Law Enforcement 121 107th NE Bellevue, WA (425)883-8122</p> <p>Government Accounting Office Fraud Hotline 1-800-424-5454</p> <p>Environmental Protection Agency Criminal Investigations 1200 6th Ave (CRE 164) Seattle, WA (206) 553-2899</p> <p>National Transportation Safety Board 19518 Pacific Hwy S Ste 201 Seattle, WA 98188 (206)870-2200</p> <p>Department of Health & Human Services Food & Drug Administration 22201 23rd Dr SE Bothell, WA</p>	<p>Department of Natural Resources PO Box 47000 1111 Washington St SE Olympia, WA 98504-7000 (206)464-6094</p> <p>Equal Employment Opportunity Commission 909 First Avenue Ste 400 Seattle, WA 98104-1061 1-(800)-669-4000</p> <p>Department of Justice Drug Enforcement Administration 400 2nd Ave W Seattle, WA 98119 (206) 553-5443</p> <p>Department of Labor Occupational Safety & Health (OSHA) 1111 3rd Ave Ste 715 Seattle, WA (206)553-5930</p> <p>Department of Transportation Office of Inspector General Auditing/Inspecting 915 2nd Ave Rm 644 Seattle, WA 98178 (206)220-7754</p> <p>Department of Treasury Bureau of Alcohol, Tobacco & Firearms Law Enforcement Division 915 2nd Ave Rm 806 Seattle, WA 98174 (206)220-6456</p>
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STANDARDS OF CONDUCT

EMPLOYEE BEHAVIORAL EXPECTATIONS

City government exists to provide services to its citizens, and City employees have a long tradition of providing exemplary service to the public. The following behavioral expectations support high quality service delivery.

Employees are personally and professionally accountable for providing essential services to the public.

- Be polite, courteous, and cooperative when interacting with internal and external customers and the general public.
- Be accountable for one's own job performance, while recognizing that all jobs are reliant on the work of others. Team members are interconnected with coworkers and managers, and every employee's work affects the team's ability to perform effectively.
- Perform all job duties to meet established job standards, and notify the supervisor when backlogs or unexpected work may result in a delay in completing essential tasks. Seek assistance from one's supervisor or manager to resolve problems or difficulties that interfere with the ability to perform one's work.

Employees represent the City in customer service transactions.

- Provide customers with accurate information about services, regulations and processes.
- Respond in a timely and professional manner, politely and courteously, while providing clear and concise information.
- Provide the customer with information about alternatives if unable to address their concerns directly or if the request is not feasible.

Integrity and high ethical standards are essential to maintain public trust in City services.

- Work honorably and professionally, providing a full day of good effort for a full day of pay. Integrity means that one's words and actions are the same when speaking with peers, supervisors, or other professionals.
- Perform job duties within the ethical standards of the organization, and always act to further the mission, vision, and values of the organization. If ethical standards or guidelines are unclear in a specific situation, ask the supervisor for information or clarification.

Mutual respect is an essential part of professional relationships; it is required, not earned, in all interactions.

Trust, the expectation that the other person will demonstrate integrity and responsibility, is earned.

- Give people the benefit of the doubt, believing that everyone is trying to do their best.
- Listen to people without making a judgment, and make a concerted effort to understand their perspective; understanding their perspective does not necessarily mean agreeing with it.
- Avoid using insulting, threatening, or offensive language.
- Avoid making jokes about other employees including, but not limited to, jokes about work performance, ethnicity, or personal appearance.

Teamwork is expanding one's perspective from simply performing individual tasks to helping achieve the City's overall mission and goals.

- Assist, encourage, and support coworkers.
- Look for ways to energize and support the work of coworkers so the department's work is accomplished with less difficulty and greater employee satisfaction.
- Take pride in the achievements of the team. Group recognition for a job "well done" is a foundation for receiving future recognition and far outweighs the brevity of congratulations directed at a single individual.
- Recognize that conflict will occur in the workplace, and manage it by dealing directly with the individual, rather than involving third parties. Focus on the common goal in an effort to collaborate with coworkers or reach a compromise that supports that goal.
- Be honest in sharing ideas, opinions, and perspectives without criticizing, finding fault, or undermining the views of others. Direct feedback to the idea or concept not at the individual offering it. Give honest but respectful feedback.
- Avoid spreading gossip and rumors, hearsay information that is passed from one person to another and is meant to discredit a third person; do not tolerate it from others because it sabotages the team's ability to work together effectively. It is disrespectful, nonproductive, and a selfishly-motivated act that interferes with employees' successful job performance.

The safety of employees and the public is an overriding responsibility of the City.

- Comply with safety regulations, work proactively to reduce workplace hazards, prevent accidents, and refresh safety skills.
- Secure and maintain certifications or licenses required to perform assigned job duties.
- Wear protective clothing, and use appropriate safety equipment as required.
- Practice good defensive driving at all times; promptly report all accidents, injuries, or hazardous conditions to one's supervisor or manager.

WORKPLACE RELATIONSHIPS (NEW POLICY)

The City respects the privacy of its employees, and does not wish to become unnecessarily entangled in its employees' personal lives; however, certain relationships are of legitimate concern because they disrupt professional relationships and can result in legal liability. For this reason, the following guidelines apply to employees who are or become involved in an intimate relationship.

Employees are discouraged from having a romantic, dating, or intimate relationship with anyone over whom he or she has supervisory authority. A person has supervisory authority over another when:

- The person participates in the evaluation or assessment of the subordinate employee, or
- The person has or can exercise some measure of control over the subordinate employee's pay, benefits, or terms and conditions of employment.

Employees in relationships with supervisory authority have a duty to report the relationship to the employer. The employee shall work with the City to cure the conflict. Employees in relationships are expected to behave professionally at all times during work hours or on City property. If either employee becomes uncomfortable at work at any time in or after the relationship due to actions of the other party, the employee will notify their supervisor or Human Resources immediately so that action can be taken to prevent any potential harassment.

EMPLOYEE DRESS AND PERSONAL APPEARANCE

Employees are expected to maintain their attire, grooming, and personal hygiene in a manner appropriate to perform their work safely and present a favorable and professional image to the public. Departments requiring uniforms may establish their own dress codes to supplement this policy. Medical exceptions to this policy are subject to approval of department directors.

Employees must wear clothing and shoes that are neat, clean, and in good condition. Hair should be neat, clean, and well-trimmed or arranged, and facial hair must be neatly groomed. Tattoos and body piercing, except for ear piercing and tasteful tattoos, should not be visible.

Office staff and other employees who have regular contact with the public must wear appropriate business attire. Jeans and athletic-type footwear are generally not appropriate for office attire, except as described below. Other inappropriate attire includes, but is not limited to: extremely tight pants, leggings and spandex; tee shirts with slogans, sports insignia or other writing on them; tank tops with straps less than two inches wide; short or cropped tops that expose skin at the abdomen; sweatpants, sweatshirts or workout attire; clothing that is excessively revealing, distracting, or provocative; skirts that are excessively short; and shorts.

Some of the attire listed above may be appropriate and allowed when considered part of a department's uniform, suitable for regular work duty (such as recreation or athletic programs), worn for special events, or specifically authorized by department directors.

Tee shirts and sweatshirts with the City logo or other tasteful logos may be acceptable attire, depending upon the work environment. When wearing clothing with the City logo, employees appear to represent the City; employees should not wear City logo clothing during off-work hours.

The City has designated Friday as "business casual" day. "Business casual" attire often includes jeans and a sport shirt or other casual attire which is appropriate for the work place as defined in this policy. Employees are still expected to be neat, clean, and well-groomed. Supervisors, however, may require regular business attire as they deem appropriate.

Employees who have sincerely held religious beliefs that affect their dress and personal appearance should talk with their supervisor about potential accommodations under Title VII of the 1964 Civil Rights Act.

Supervisors, managers, and directors will ensure compliance with this policy. Employees who violate this policy may be instructed to leave the premises to change clothes and/or be subject to disciplinary action. Time necessary to correct one's appearance is leave without pay.

The City may provide a clothing allowance for some positions.

TOBACCO USE

Smoking and tobacco use represent a significant health risk to both smokers and nonsmokers in the work environment. Employees are prohibited from using tobacco in any form in all public and nonpublic areas of City-owned facilities and City vehicles during their scheduled work time. Tobacco use includes the possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product and the use of chewing tobacco, snuff, and other varieties of smokeless tobacco.

The prohibition against tobacco use in City-owned facilities and vehicles includes, but is not limited to City buildings, vehicles and drivable equipment, and recreation facilities. Vehicles and drivable equipment includes front-end loaders, tractors, riding mowers and backhoes. Recreation facilities include activity centers, community centers, and supporting building facilities. Smoking is also prohibited within 25 feet of building entrances, exits, windows that open, and ventilation intakes.

Employees may use tobacco during non-work time, such as designated breaks and meal periods but shall never use it in the prohibited areas as described in this policy. Tobacco users are to maintain designated smoking areas free of litter by properly disposing of cigarette and cigar butts, ashes, etc. Chewing tobacco, snuff, and other varieties of smokeless tobacco residue,

including "spit", must be collected in a container, sealed, and placed in the lined trash receptacles provided.

Employees who violate this policy are subject to disciplinary action up to and including termination.

Smoking cessation may be a covered benefit under the City's medical insurance plan.

OUTSIDE EMPLOYMENT

Employees engaged in outside employment must notify their department director. Employees shall not hold a job with an outside employer or be self-employed if outside work contributes to reduced effectiveness at their City job; in these cases, employees will be given the choice of terminating either their City employment or the outside employment. If an employee is injured as a result of an accident during the outside employment, the other employer's benefits must be used to the degree available before receiving coverage from the City's benefit plans.

Commissioned police employees are subject to the terms of the Standard Operating Procedures on outside employment.

GARNISHMENTS

Employees who have had their earnings garnished for the satisfaction of three or more separate indebtednesses within a period of 12 consecutive months will be discharged, unless the CAO determines that the employee should not be discharged due to extenuating circumstances.

MEDIA INQUIRIES

All media inquiries and non-customer service related general inquiries should be referred to department directors. The CAO may delegate the authority to respond to media inquiries without prior approval to specific employees. Questions about employee references or other information concerning current or former employees must be referred to the Human Resources office.

COMPLAINT PROCEDURE

The City recognizes that sometimes situations arise in which employees feel that they have not been treated fairly or in accordance with City rules and procedures. [Complaints will be investigated, and the City will take prompt, corrective action to remedy any complaints found to have merit.](#) Employees should use the following procedures for resolving complaints. [\(See the anti-harassment, discrimination, accommodation, retaliation, or reporting improper governmental actions for the procedure related to these policies.\)](#)

Step 1: Employees should first try to resolve complaints with their immediate supervisors.

Step 2: When normal communication between employees and supervisors is not successful, or when employees disagree with the application of City policies and procedures, employees should file written complaints with their department directors. Department directors should meet with employees within five working days and respond to employees in writing within five working days after the meeting.

Step 3: If employees are not satisfied with the response from their department directors, they may submit the issue, in writing, to the CAO. If the complaint is with the CAO, the written complaint should be directed to the Mayor. The written complaint must be filed within ten working days of the occurrence leading to the complaint, or ten working days after the employee became aware of the circumstances.

The written complaint must contain, at a minimum, the following items.

- Description of the problem.
- Specific policies or procedures that employees believe have been violated or misapplied.
- Dates of the circumstances leading to complaints or dates when employees first became aware of those circumstances.
- Remedies sought by employees to resolve complaints.

The CAO should respond in writing within ten working days of receipt of complaints. The CAO's response and decision shall be final.

Some employees may have more than one source of dispute resolution rights, such as civil service rules, collective bargaining agreements, and this complaint process. Employees represented by a bargaining unit or who are covered under civil service rules must follow grievance procedures set out in their respective labor contracts or civil service rules, where applicable. In all other cases, the procedures described in this section shall be used. Under no circumstances shall employees have the right to use both this process and another complaint or appeal procedure that may be available to them.

USE OF CITY RESOURCES

USE OF CITY PROPERTY

Employees shall not request or permit the use of City owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided as City policy for the use of those employees in the conduct of official business.

COMPUTER SYSTEMS AND ELECTRONIC COMMUNICATIONS

This policy applies to all City employees, elected, and appointed officials.

Computers, telephones, fax, copy machines, all associated software and peripheral devices, and any other City equipment provided for employee use are the property of the City and are intended solely for use in conducting official City business. All messages sent, received, or stored on the email system, all records of Internet use, and all software installed on computers are the property of the City and may be reviewed, audited, intercepted, accessed, or disclosed by the Mayor or designee without employee authorization.

Employees may use some City equipment for VERY LIMITED personal use, provided that it is done on employees' own time, does not violate any law or City policy, such as harassment or solicitation, and is not used for commercial, religious, ~~charitable~~, or political activities. Also, this use must not interfere with employees' job performance, disrupt or distract themselves or coworkers from the conduct of City business, and it must not result in additional cost or liability to the City.

Use of City time and resources may be allowed for approved participation in professional organizations related to the employee's official position, upon approval by the CAO. All outgoing messages which do not reflect the official position of the City must include the following disclaimer: "The opinions expressed here are my own and do not necessarily represent those of the City of Marysville."

Internet access ~~is limited to employees who have received prior approval from the CAO or designee~~ by default is provided to every employee with a City login. Access may be restricted at a supervisor's request. Resources of any kind for which there is a fee, including all Internet sites, must not be accessed or downloaded without prior approval of department directors. Space on public access databases (such as home pages on the World Wide Web) shall not be created without prior approval of the CAO or designee.

Text messaging is highly discouraged for use in City business. Text messaging is a public record and therefore must be retained as such. The only exceptions to this are for Police tactical messages and SCADA alarm messages.

Due to the difficulty in retaining Instant Messaging, Chat and Blogs the use of these types of communications are prohibited for all City business. The only exceptions to this are for Police tactical messages and the employee must maintain a log of messages as per state law.

Due to the difficulty in managing Social Media content and inherent security risks, access to Social Media is generally prohibited to City Internet users. All City of Marysville social media sites are subject to approval by the CAO prior to activation; and monitored and maintained by the Community Information Officer. The City uses social networking websites Facebook® and Twitter® as a means to increase citizen awareness and communications between citizens and the City.

Employees not involved in the maintenance or operation of the voicemail and email systems are prohibited from retrieving or reading any voicemail or email sent to other employees without a direct request from the intended recipient. If any user receives a message by mistake they should stop reading as soon as they realize the message was not meant for them, delete it, and notify the sender immediately.

All electronic records, including information sent via email or posted on the Internet reflects on the City, is public property, and must be retained according to the City's retention schedule and disclosed pursuant to the state's Public Records Act. The IS Department maintains copies of every email the City sends or receives for review by the City's Email Retention Administrator. To ensure compliance, old or unneeded emails, such as informal messages with no retention value (meetings notices, reminders, telephone messages, and informal notes), should be deleted frequently; email that needs to be retained should be copied into a personal folder on the City's computer network.

All email communications must comply with City standards and policies as well as laws such as copyright protection. Exercise due caution when sending confidential or sensitive information electronically. Email messages need to be composed with the expectation that they are public and must be businesslike, courteous, and civil. Users shall have no expectation of privacy in e-mail messages. Non-City email accounts (e.g. Gmail, AOL, MSN, or Yahoo) may not be used to conduct City business unless approved in advance by the CAO or designee. Protected Data (i.e. HIPPA, CJS, PCI, etc) must be sent via encrypted electronic mail. The City's email system is not intended to be used for general mass mailings or to transmit attachments larger than 10 MB.

Employees must protect all system user identifications and passwords, along with voicemail PIN numbers and email account passwords, at all times. Individual passwords must not be printed or stored online. Individual passwords must not be shared with others, and users are prohibited from accessing any City computer system using another user's account or password.

Networked computer systems can easily spread computer viruses, and it is every employee's responsibility to exercise due caution to minimize the risk of viruses. Since email attachments are a common source of viruses, only those received from expected and known business

sources may be opened. No external computer files may be downloaded without being properly scanned for viruses.

The City purchases licensed software for employee use for City business. All software must be installed by authorized employees per license agreement. Employees are prohibited from [usage which violates software license agreements such as making a copy of software for personal use or downloading software unless pre-approved by IS.](#)

Employees are responsible for taking adequate measures to prevent damage, theft, or loss of City equipment. Laptop computers, in particular, are subject to damage, theft, or loss when removed from City offices.

Use of the City's information or data systems from a personal or company-owned computer through company-owned connections is subject to this policy, too. Use of personal computers to perform city business through non-city owned connections is also subject to the provisions of this policy and the provisions of the state's Public Records Act and records retention schedule.

[A link to additional information, policies, and procedures can be found at the top of the City's Intranet main page. These additional policies and procedures include more granular policies including but not limited to: Passwords, Records Retention, and Internet Use.](#)

Employees who abuse City equipment and [computing technology](#) resources [or fail to follow the City's policies and procedures for the use of City resources](#) are subject to disciplinary action. If these resources are used for purposes that violate federal or state laws, employees may be held legally accountable. City employees who learn of any misuse of software or related documentation within the organization shall immediately notify their immediate supervisors or department directors.

Questions or issues which arise from this policy should be directed to the Finance Director or CAO.

USE OF TELEPHONES AND WIRELESS HANDHELD COMMUNICATIONS DEVICES

~~Personal use of the City's telephone system and wireless handheld devices is prohibited.~~
[Employees may use city telephones and wireless handheld communications devices for VERY LIMITED personal use, provided that it is done on employee's own time, does not violate any law or City policy, such as harassment or solicitation, and is not used for commercial, religious, or political activities. Also, this use must not interfere with employees' job performance, disrupt or distract employees themselves or coworkers from the conduct of City business, and it must not result in additional cost or liability to the City.](#) Personal [toll](#) calls should be billed directly to the employee's home phone or personal credit card, with the exception of calls necessitated by unanticipated overtime or an emergency.

City-Owned Wireless Handheld Communications Devices

The City requires employees to use its cellular telephones and other wireless handheld communications devices safely while conducting City business. Employees who are issued such devices are expected to limit use of them while driving a City vehicle. Any person operating a moving motor vehicle while holding a cell phone or other wireless communication device to their ear is guilty of a traffic infraction, unless the person is: operating an authorized police vehicle; using a hands-free device including a speaker phone, a headset, or an earpiece; reporting illegal activity; summoning emergency help; or using a hearing aid. Cell phones issued for City business may legally be used while driving if used in speaker phone mode only unless the person is: operating an authorized police vehicle; using a hands-free device including a speaker phone, a headset, or an earpiece; reporting illegal activity; summoning emergency help; or using a hearing aid. Regardless of the circumstances, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Employees are prohibited from placing themselves or others at risk to fulfill business needs.

If it is imperative to accept a call while driving, employees must use a hands-free device per state law. In positions that require regular driving and answering business calls, the City may provide hands-free equipment, if feasible.

Employees are prohibited from sending or receiving text messages via wireless handheld communications devices while operating a motor vehicle or performing a task.

Personal Wireless Handheld Communications Devices

~~Excessive p~~Personal calls and text messaging during the workday, regardless of the communications device used, can interfere with employee productivity and be distracting to others. The ~~City encourages a reasonable standard of limiting personal use~~ Use of personal wireless handheld devices is limited to rest breaks and meal times. Employees are expected to keep their personal wireless handheld devices off or in silent mode during work hours. Flexibility ~~will~~ may be provided by the supervisor in circumstances demanding immediate attention.

Employees are prohibited from using personal wireless devices while operating a City vehicle.

The City is not liable for the loss of personal wireless devices brought into the workplace.

WORKPLACE HEALTH AND SAFETY

EMPLOYEE SAFETY

The City complies with all applicable federal, state, and local health and safety regulations and is committed to providing a safe work environment in which employee exposure to accidental injury and occupational illness is reduced or eliminated. Employees are expected to comply with all federal, state, and local safety and health requirements. The City has a comprehensive accident prevention program—applicable to all employees—to recognize, evaluate, and control occupational safety and health hazards. The Safety and Health Committee assists management in communicating and evaluating workplace safety and health issues.

Employees have the following responsibilities to ensure the health and safety of themselves and coworkers.

- Understand and comply with the safety regulations and procedures.
- Coordinate and cooperate with all employees in attempts to eliminate accidents.
- Apply the principles of accident prevention in daily work, and use proper safety devices and protective equipment as required by the City.
- Properly care for all personal protective equipment.
- Promptly report all industrial injuries or occupational illnesses, regardless of severity, to their supervisors.
- Refrain from wearing torn or loose clothing while working around machinery.
- Refrain from using or being under the influence of drugs or alcohol during work hours.

The City furnishes required safety items—such as steel-toed boots, hard hats, vests, goggles, or gloves—to employees. Uniforms and clothing shall be worn and maintained in a neat and clean condition, at the employee's cost. The City may provide two uniforms per year, or it may rent uniforms to employees as necessary and required to perform their jobs.

DISABILITY LEAVE WORKED-RELATED INJURY OR ILLNESS

Employees who suffer on-the-job injuries or occupational diseases during the course of their City employment may be eligible for worker's compensation benefits administered by the Washington State Department of Labor and Industries. Employees must use available sick, vacation, compensatory, and administrative leave time (in this order) during the period of disability; the period of disability leave shall run concurrently with designated Family and Medical Leave Act leave to the extent permitted by law.

An employee receiving time-loss payments from Washington State Dept. of Labor & Industries (L&I) must “buy back” sick leave during the period of disability, ~~as prescribed by law.~~ Sick Leave buy back is a program that enables employees, off work due to a workplace injury, to receive a paycheck from the City while they wait for L&I to process their claim and issue time-loss compensation. The City will use available sick leave banks and if sick leave is exhausted, vacation leave or comp time hours will be used. It is mandatory that an employee “buy back” their sick leave hours. “Buy back” must ~~may~~ be done by ~~endorsing the state’s time loss compensation check to the City or payment by~~ personal check or money order payable to the City of Marysville. ~~L&I time-loss checks cannot be endorsed and signed over to the City.~~

Employees promoted or hired to fill a vacancy created by another employee on disability leave shall hold such positions subject to the return of the injured or ill employee. A promoted employee affected by the return of the injured or ill employee shall be restored to the position he or she had held previously or to any other equivalent position. A newly-hired employee affected by the return of the injured or ill employee shall be placed in a comparable vacant position for which he or she is qualified or may be laid off if there are no comparable vacant positions.

Disability leave shall not apply in cases of permanent, total disability or disability retirement as defined in Washington State law. Injuries resulting from employees’ willful misconduct, however, shall not entitle them to disability leave.

RETURN TO WORK PROCEDURES AND TEMPORARY LIGHT DUTY (POLICY PREVIOUSLY APPROVED BY COUNCIL)

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The City of Marysville values the safety, health and well being of all its employees. We want to provide safe and healthful working conditions in all of our operations and to follow all laws and regulations in regards to the safety and health of our employees.

The City supports the practice of bringing injured employees back to work, as soon as they are medically able, to a position compatible with any physical restrictions they may have. The Return to Work program is intended to restore employees to gainful employment as soon as possible when there is little probability of re-injury to themselves and no direct threat to others.

It is the City’s policy to provide temporary alternatives to normal employment activities for employees who, as the result of an injury, have been released to lighter duties than their regular job requires. Temporary (“light”) duty assignments are provided when the medical prognosis indicates that the employee is expected to return to full duty following a course of medical treatment.

The City will make every reasonable effort to place returning employees in existing positions that are the same as, or equivalent to, those held prior to the illness or injury. However, the City is under no affirmative obligation to create a position solely for this purpose. If the only suitable position is in a lower classification the employee will receive the salary within that classification. Employees in positions that are at a reduced pay level may be entitled to loss of earnings (LOE) from the Department of Labor and Industries. LOE payments help offset the difference between the employee's original wage and the temporary wage.

GENERAL

Employees with an injury that results in disability may request to be assigned to temporary light duty work or, at the City's request, the employee may agree to work light duty. Employees injured on the job will be given preference in filling temporary light duty assignments.

Consideration for temporary light duty assignments will be made on a case by case basis and will be contingent upon the following:

1. The employee presenting a physician's statement that includes a complete description of the physical restrictions or limitations and releasing the employee for temporary light duty;
2. The City's ability, consistent with operational requirements, to temporarily modify the employee's regular job to accommodate the restrictions or limitations as stated by the medical professional OR the availability of light duty work, either in the employee's assigned work group or any other work group within the City, that does not exceed the identified restrictions/limitation;
3. The employee being otherwise qualified, i.e., possessing the necessary knowledge, skills and abilities, and certifications, as determined by Human Resources, to perform the work.
4. Temporary light duty assignments shall be short-term and shall mean 30 days or less. After 30 days, the need for additional light duty will be reviewed on a case by case basis and must be approved by the Chief Administrative Officer or designee. Nothing in this policy or procedure establishes a right to be placed on temporary light duty or, once placed, to continue in such an assignment for any specified length of time.

Human Resources has the overall responsibility for the coordination and administration of this program and will work with Department Directors, or their designee, to identify appropriate temporary light duties. If possible, employees will be returned to their regular department. In instances where there are no modifications that are compatible with the restrictions, the temporary position may be in another department. First priority will be placement within the employee's job classification. Second priority will be placement within the employee's department, and third priority will be placement in another department.

PROCEDURE

An employee must submit to Human Resources a physician's statement, typically a completed Return to Work Authorization form, with specific information indicating that they are

temporarily unable to perform the scope of duties of their position. The **worker cannot return to work without a release** from the treating physician.

Human Resources will contact the employee's Director/Manager and notify them that the physician has indicated that an employee has work restrictions. The Director/Manager and Human Resources will determine whether an appropriate temporary light duty assignment is available.

If clarification is needed to determine whether an employee can safely perform temporary light duty, Human Resources will notify the treating physician that the injured worker may be considered for temporary light duty and provide a Temporary Job Analysis Form. This form will list tasks available and describe the required physical capabilities.

If temporary light duty is approved, Human Resources will contact the employee. All tasks assigned/performed are to be within the limits defined by the physician. The Director/Manager is to explain/review limitations with the employee prior to work so that the recovering employee will not aggravate his/her condition while performing temporary light duty.

Human Resources should be contacted immediately if problems arise with the employee and/or temporary light duty assignments.

USE OF CITY VEHICLES

Employees who operate vehicles owned or leased by the City are required to maintain a valid Washington State driver's license. These employees must notify their supervisor immediately if they no longer have a valid Washington State driver's license. Failure to have a valid Washington State driver's license, if required for the position, may result in disciplinary action.

It is mandatory for all City employees operating motor vehicles to use seat belts, unless the person is operating an authorized police vehicle. This includes all employees operating City owned vehicles, passengers in City-owned vehicles, and all employees operating personal vehicles while engaged in City business, and employees riding as a passenger in a vehicle while on City business. Employees are also required to utilize seat belts, if available, when operating heavy equipment. Exceptions will be allowed under certain circumstances at the discretion of the CAO and Department Directors or for Police Officers in tactical situations.

Employees may not use a vehicle owned or leased by the City for personal purposes, other than de minimis personal use (such as stopping for lunch during a business trip). When a City vehicle is not being used for City business, it shall be parked at a designated location.

Some City positions may receive a vehicle allowance, at the discretion of the CAO, to provide savings in vehicle costs by keeping the vehicle fleet at a minimum.

Requirements for CDL Drivers

In addition to the requirements listed above, special requirements apply to employees who utilize a Commercial Driver's License (CDL) to conduct City business. Employees who utilize a CDL must be familiar with the rules and regulations contained within the Commercial Driver Guide as published by the Washington State Department of Licensing.

In accordance with federal law, CDL drivers are subject to having their Motor Vehicle Record (MVR) checked on an annual basis. Human Resources will review each MVR, also known as a driving abstract, for suspensions or infractions. CDL drivers must also complete a Traffic Violation Certification Form on an annual basis.

Employees must notify their supervisor immediately if their commercial drivers license is suspended, revoked, cancelled or they receive any other notice of disqualification or restriction from operation of a commercial vehicle. They must notify Human Resources, in writing, of all traffic convictions within thirty (30) days. This includes infractions incurred while driving a personal vehicle, regardless of whether the infraction resulted during personal time or while conducting City business. Parking infractions do not need to be reported. Notification must be made to the Washington State Department of Licensing of all out-of-state traffic convictions within thirty (30) days.

[CDL drivers must perform a pre-trip and post-trip inspection as required by the Federal Motor Carrier Safety Administration regulation CFR 396.11 and CFR 396.13. An inspection log must be retained and available upon request. Failing to comply with this regulation is unlawful and could result in a citation in the event of an accident or traffic infraction.](#)

SUBSTANCE ABUSE

The City strives to maintain a drug and alcohol-free workplace and provide a safe, healthy, and secure work environment for employees and people doing business with the City. The manufacture, distribution, dispensation, possession, use and/or sale of a controlled substance^z in the workplace and/or during work hours or breaks in the workday is strictly prohibited. [This prohibition encompasses the possession, sale, distribution or use of any detectable amount of a drug illegal under state or federal law, a drug not medically authorized, or other substances that could impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees.](#) Workplace includes City buildings, City-owned premises, public property, City-owned or City-approved vehicles used to perform City functions, including travel to and from the workplace. The workplace also includes activities performed by an employee, whether on City property or not, on City time on behalf of the City. Failure to comply with this policy may result in disciplinary action up to and including termination.

This policy applies to all City employees. City employees working in safety-sensitive positions, including those who are required to hold a commercial driver's license, are subject to additional

rules and regulations imposed by the federal government as described in other personnel policies.

Employees are prohibited from reporting to work or remaining on duty while under the influence of unauthorized or illegal drugs and/or alcohol, including medically authorized or over-the-counter drugs that could impair safe work performance. Employees must report to supervisors their medical use of drugs or over-the-counter medications which can impair safe job performance. Management may require an opinion from a licensed medical practitioner as to whether the medication would impair job performance. Failure to report the medical use of such drugs or other substances or failure to provide proper medical authorization can result in disciplinary action up to and including termination.

Reporting Requirements

As a condition of continued employment, employees shall notify their supervisors of their convictions under any criminal drug or alcohol statute or ordinance for a violation occurring in the workplace as defined above. Such notification shall be provided no later than five calendar days after conviction. For purposes of this policy, the term "conviction" shall mean a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal, state, or municipal drug or alcohol statutes or ordinances. "Criminal drug statute or ordinance" means any federal, state, or municipal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

Testing

Employees may be subject to drug and/or alcohol testing when the City reasonably believes they are not fit for duty immediately prior to, during, or immediately after performing their job duties or while on City property. Referral for testing will be based on documented, observable facts. Referrals will be made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use.

Employees may be subject to drug and/or alcohol testing when involved in a motor vehicle accident which results in: 1) a fatality, 2) bodily injury to a person who immediately receives medical treatment away from the scene of the accident, or 3) one or more motor vehicles incur disabling damage requiring the vehicle to be towed from the scene, unless the person is operating an authorized police vehicle.

Applicants for and employees in safety-sensitive positions are subject to additional testing as outlined in the *Drug and Alcohol Testing for Employees who Operate Commercial Motor Vehicles* policy.

Disciplinary Action

Appropriate disciplinary action will be taken when employees report to the workplace under the influence of a controlled substance or when their job performance is impaired because they are under the influence of drugs or alcohol on the job. The City may investigate as is necessary to verify the use of drugs or alcohol and the nature of the impairment of the employee's job performance. Such investigation may include the performance of drug and/or alcohol tests where there is reasonable suspicion that drugs or alcohol have been used. Refusal to submit to drug testing may result in disciplinary action up to and including termination.

Reinstatement

An employee who has refused to take a substance test, or who has tested positive for a substance, including those employees who have undergone evaluation and/or rehabilitation, will not be permitted to return to work until the employee has passed a substance test, has been evaluated by a Substance Abuse Professional (SAP), the SAP has confirmed that the employee complied with his/her education and/or treatment plan, and the City determines that the employee is fit to return to duty. The decision to allow an employee to return to work shall be made by the City at its sole discretion. If an employee is returned to duty, such employee shall take a minimum of six (6) random drug tests during the first twelve (12) months and shall take additional random substance tests, as recommended by the SAP, for up to sixty (60) months.

The Employer through its disciplinary process will evaluate appropriate discipline or conditions for reinstatement.

A verified adulterated or substituted test result will be considered a refusal to test and subject to the return to work stipulations above.

As a condition of eligibility for reinstatement after an employee has been suspended or discharged for violating this policy, employees may be required to satisfactorily complete a drug or alcohol rehabilitation or treatment program approved by the City, at employees' expense. The City does not guarantee reinstatement of employees, nor does the City incur any financial obligation for treatment or rehabilitation ordered as a condition of eligibility for reinstatement.

In all substance test situations, an employee may request the presence of his/her union representative if the employee is employed in a unit with a certified bargaining representative. Although an employee may later file a grievance against the direction to submit to substance testing, the employee must take the test when requested to do so.

Employee Assistance Program

The City supports employees who voluntarily seek treatment for alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to use the employee assistance program. Employees who notify the City of alcohol or drug abuse problems will be given the

assistance extended to employees with any other illness. Sick leave, vacation leave, or leave of absence without pay may be granted for treatment and rehabilitation as with other illnesses. Insurance coverage for treatment is provided to the extent of individual coverage.

Confidentiality and Record Retention

All records related to drug and alcohol testing will be maintained in the Human Resources office in a secure location with controlled access, and information may be released only to those people with a need to know, in compliance with all regulations regarding release of medical records. These records are kept in files separate from employees' general personnel records.

DRUG AND ALCOHOL REQUIREMENTS AND TESTING FOR EMPLOYEES WHO OPERATE COMMERCIAL MOTOR VEHICLES

All City employees are covered by the City's *Substance Abuse* policy; however, the *Drug And Alcohol Requirements and Testing for Employees Who Operate Commercial Motor Vehicles* policy establishes an additional compulsory drug and alcohol compliance and testing program as a condition of employment for employees required to have a commercial driver's license to perform their job duties. This policy complies with regulations issued by the U.S. Department of Transportation and Federal [Motor Carrier Safety Highway](#) Administration covering employees in safety-sensitive positions, including those required to hold commercial driver's licenses. All questions regarding this policy should be directed to the [Assistant Human Resources Director/Human Resources Director](#).

Effects of Alcohol and Controlled Substances

The City will provide on-going training to employees about the adverse effects of substance abuse and will provide supervisors with information and procedures to recognize and deal with substance abuse in the workplace. Training for employees will include the provisions of this policy, consequences of prohibited behaviors, testing requirements and procedures, and effects of alcohol and drug use on an individual's health and work environment. Training for supervisors and managers responsible to determine reasonable suspicion of alcohol or drug use will include the provisions of this policy and related procedures and additional training about indicators of probable misuse of drugs.

Prohibited Behavior

Employees are required to comply with federal and state law, ~~which prohibit~~^{including not engaging in} the following ~~prohibited~~^{behaviors}:

- Consuming alcohol ~~and/or drugs~~ while on duty.
- Operating a commercial vehicle within four hours after using alcohol. On-call employees who consume alcohol within four hours of being called in must acknowledge the use of alcohol and may not report for duty.

- Consuming alcohol within eight hours following an accident or until a post-accident alcohol test is given, whichever comes first.
- Reporting for duty or remaining on duty [requiring performance of a safety-sensitive function](#) while having an alcohol concentration of 0.04 or more.
- Refusing to submit to any drug or alcohol test required under this policy, which implements federal law requirements.
- Reporting for duty when using a controlled substance, except when the use is at the instruction of a physician who has advised the employee that the substance does not adversely affect their ability to safely operate a commercial motor vehicle. Employees who are taking a prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively ~~should~~ **must** provide written notice from ~~their physician~~ a licensed medical practitioner or pharmacist with respect to the effects of such substances that the substance will not adversely affect the employee's ability to safely perform work. Failure to report the medical use of such drugs, or failure to provide proper evidence of medical authorization, may result in disciplinary action, including possible termination.

Testing Procedures

The City is a member of the Association of Washington Cities Drug and Alcohol Testing Consortium, which administers this testing program. ~~The C~~ Consortium contracts with a select clinic ~~Virginia Mason~~ to conduct the testing services, provide the testing laboratory services, arrange the testing collection sites, and provide the medical review officer functions. The services of a substance abuse professional are available for employees with positive test results. All testing procedures and protocols will be in accordance with federal regulations. A description of the complete testing protocol is available from the Human Resources office.

Testing

There are six circumstances in which this policy requires testing employees for drug or alcohol use.

- *Pre-employment*: Applicants applying for positions covered by this policy must pass a drug test as a post-offer condition of employment.
- *Random*: Employees are subject to random, unannounced alcohol and drug testing. Random selection of drivers will be made by a scientifically valid method, and each driver shall have an equal chance of being selected each time selections are made.
- *Reasonable Suspicion*: Employees shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy may have been or is presently being violated. If a supervisor or manager reasonably suspects that an employee may be under the influence of or impaired by a substance, the employee shall be removed from duty immediately, and may be required to undergo substance testing. Referrals for testing will be based on contemporaneous, articulable observations -made by supervisory

personnel who have received training concerning the signs and symptoms of drug and alcohol use.

Alcohol testing for reasonable suspicion may only be conducted just before, during, or after an employee ~~performs a safety-sensitive function. operates a commercial motor vehicle~~. If removed from duty based on reasonable suspicion of alcohol use, and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until either an alcohol test is administered and the driver's breath alcohol concentration measures less than 0.02 or 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

- *Post-Accident* : Following an accident (as defined in this policy) involving a commercial motor vehicle, the driver is required to submit to alcohol and drug tests when the driver receives a citation under state or local law for a moving traffic violation or where a fatality occurs as a result of the accident. Testing should occur as soon as possible but may not exceed eight hours after the accident for alcohol testing and 32 hours after the accident for drug testing. Drivers who are subject to post-accident testing must remain readily available for such testing and may not take any action to interfere with testing or the results of testing. Drivers who do not comply with post-accident testing requirements will be considered to have refused to submit to testing and will be subject to sanctions for refusal to test.
- *Return to Duty*: Employees who have violated this policy, including those who have tested positive on a drug or alcohol test, and who under the discipline policy are allowed to return to work, must test negative prior to being released for duty. [Per 49 CFR 40.67\(b\), all employees who go for return-to-duty tests must have their collections observed.](#)
- *Follow-up*: Employees who are referred for assistance related to alcohol misuse and/or use of drugs are subject to unannounced follow-up testing for a period not to exceed 60 months as directed by a Substance Abuse Professional and the City. The number and frequency of follow-up tests will be determined by the Substance Abuse Professional and the City, but will not be less than six tests in the first 12 months following employees' return to duty. [Per 49 CFR 40.67\(b\), all employees who go for follow-up tests must have their collections observed.](#)

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer.

Alcohol concentration results of less than 0.02 are considered negative for purposes of this testing program. Pursuant to federal law, employees having a breath alcohol concentration of at least 0.02 but less than 0.04 shall be removed from duty requiring driving a commercial motor vehicle for at least 24 hours, and employees having a breath alcohol concentration of

0.04 or more shall be removed from duty requiring driving a commercial motor vehicle for at least 60 consecutive days-

All tests for which the result is negative but dilute the employee will be sent back to the lab immediately when the result is received. If the result is negative dilute again then the test would be treated as a negative.

Definitions

The following are definitions of some key words in this policy.

- Accident: An occurrence involving a commercial motor vehicle on a public road which results in: (1) a fatality, (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or (3) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.
- Driver: Employees whose positions may involve driving a commercial motor vehicle and that require the possession of a commercial driver's license.
- Commercial Motor Vehicle: A vehicle that either: (1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds), (2) is designed to transport 16 or more persons, including the driver, or (3) is used to transport hazardous materials.
- Drugs: Marijuana, cocaine, opiates, phencyclidine, and amphetamines.
- Medical Review Officer (MRO): Licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.
- Safety-sensitive Position: Positions associated with the driving of commercial motor vehicles.
- Performance of a Safety-sensitive function: Encompasses all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include: (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer; (2) All time inspecting equipment as required by §§392.7 and 392.8 of this subchapter or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time; (3) All time spent at the driving controls of a commercial motor vehicle in operation; (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth; (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

- *Substance Abuse Professional (SAP)*: Licensed physician, licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders. The SAP is responsible for evaluating employees with positive test results.

Refusing to Submit to a Required Test

Employees shall not refuse to submit to an alcohol or drug test as directed under this policy. Refusing to submit to a required test is considered the same as a positive test result. Refusing to submit to a required test includes, but is not limited to, the following actions.

- Leaving the scene of an accident without a valid reason before the tests have been conducted.
- Failing to immediately report to the collection site.
- Failing to remain at the collection site until the process is complete.
- Failing to provide sufficient quantities of breath, saliva, or urine for testing without a valid medical explanation.
- Failure to permit a monitored or observed urine collection.
- Interfering with the collection procedure.
- Tampering with or attempting to adulterate the specimen.
- Having a test result reported by the MRO as adulterated or substituted.

Disciplinary Action

Employees will be subject to appropriate disciplinary action, up to and including termination, if they test positive for drug or alcohol use or engage in prohibited behaviors as described in this policy. Employees will be advised of resources available to them to evaluate or resolve problems associated with drug use or alcohol misuse, regardless of disciplinary actions taken.

Even if employees are not terminated for violations of this policy, they will immediately be removed from duties requiring driving a commercial motor vehicle. They will not be permitted to return to work unless they have been evaluated by a qualified SAP, followed the rehabilitation prescribed, and they have a verified negative result on a return-to-duty alcohol and/or drug test.

Upon completion of a recommended rehabilitation program and successful return to work, employees will be subject to follow-up random testing for up to 60 months as recommended by the SAP and the City, with a minimum of six such unscheduled tests within the first twelve months of returning to duty.

~~Information From Previous Employers (Moved to Employment Actions section, page 12)~~

~~Applicants for positions covered under this policy who have worked as drivers of commercial motor vehicles during the previous two years must authorize their previous DOT employers to release their records of applicants' positive alcohol or drug tests or refusals to be tested to the City. The City will make a good faith effort to obtain and review the information from prior employers within 14 days of new employees performing safety-sensitive duties for the first time.~~

~~If records from previous employers contain either verified positive drug test results, or alcohol tests with 0.04 or higher alcohol concentration, or refusals to be tested within the past two years, job candidates and new employees are prohibited from driving commercial motor vehicles unless subsequent information indicates that an evaluation by a substance abuse professional was made and return-to-duty testing was administered. The City may provide job candidates and new employees with names of substance abuse professionals qualified to conduct return-to-duty testing; however, the cost of this testing will be paid by the job candidate or new employee. An employee who refuses to provide such consent may not perform safety-sensitive functions.~~

Employee Assistance Program

The City supports employees who voluntarily seek treatment for alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to use the employee assistance program. Employees who notify the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Sick leave, vacation leave, or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Insurance coverage for treatment is provided to the extent of individual coverage.

Participation in drug and alcohol abuse programs, however, may not interfere with the tests required by these rules. For example, drivers may not identify themselves as unfit to drive after having been notified of a random or reasonable suspicion test and expect to avoid the consequences for a positive test or a refusal to test. Also, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this policy or other City policies.

WORKPLACE VIOLENCE

The City of Marysville strives to provide employees a safe and secure environment that is free from violence. The City does not tolerate workplace violence committed by or against employees, and any form of workplace violence will be acted upon immediately.

Threat of Immediate Danger

If employees or anyone else in the workplace are in immediate danger, they should move out of danger, call 911 immediately, and inform a supervisor or manager as soon as possible. If employees confront or encounter an armed or dangerous person, they should not attempt to challenge or disarm the individual (unless the employee is a law enforcement officer acting in his/her official capacity). Employees should remain calm, make constant eye contact, and talk to the individual. If a supervisor can be safely notified of the need for assistance without endangering the safety of employees or others, such notice should be given. Otherwise, employees should cooperate and follow the instructions given.

Employees who believe that they or anyone else in the workplace may be a target for workplace violence must inform a supervisor as soon as possible. All reports of violence or suspicion of violent behavior will be taken seriously, handled in a confidential manner, and information will be released on a need-to-know basis.

Prohibited Conduct

City employees are prohibited from engaging in any violent behavior towards others, with the exception of law enforcement officers who are acting in an official capacity. Prohibited conduct can include oral or written statements, gestures, or expressions that communicate in a direct or indirect manner an intent to engage in any of the conduct described below.

The following list of prohibited behaviors is not exclusive.

- Causing physical injury to another person.
- Making threatening remarks.
- Showing aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging City property or property of another employee.
- Possessing a weapon while on City property or while on City business, except people engaged in law enforcement, military activities sponsored by the federal or state government, or anyone else who must carry a concealed weapon as part of their job duties.
- Intimidating or verbally or physically abusing another person.
- Committing acts motivated by or related to domestic violence.

Reporting Procedures and Enforcement

Employees who witness or are involved in a workplace violence situation must have as their first priority their own safety and the safety of those around them. The following procedures should be followed to the extent possible consistent with this goal.

- Employees must report potentially dangerous situations immediately. Employees who are subject to or observe violent behavior or threat of violent behavior, a firearm or other weapon, or other situation that appears to be potentially dangerous, must immediately report the action to their supervisor, manager, department director, or the Human Resources office. If the conduct involves the employee's supervisor or manager, then the employee must report the incident to another supervisor, manager, or Human Resources office.
- Employees who have obtained restraining or no contact orders against another person are to report this information to their supervisor, manager, department head, or the Human Resources office.
- Supervisors, managers, department directors, or the Human Resources staff will take immediate action to resolve workplace violence incidents. Reports of violence will be evaluated immediately and confidentially.
- The Human Resources staff will assist supervisors, managers, and department directors in investigating and preparing documentation for action concerning an incident of violent behavior. In some cases, a referral to the employee assistance program may also be appropriate. Employees who have information related to the investigation are required to participate, and failure to do so is cause for disciplinary action.
- Retaliation or attempted retaliation is a violation of this policy and is cause for disciplinary action up to and including termination. Acts of retaliation should be reported to department directors or the ~~Assistant Human Resources Director~~Human Resources Director.

Threats, threatening conduct, or other acts of aggression or violence in the workplace will not be tolerated. Employees who violate this policy will be subject to disciplinary action up to and including termination. Nonemployees engaged in violent acts on City premises will be reported to the proper authorities and fully prosecuted.

OTHER PERSONNEL POLICIES AND PROGRAMS

TRAVEL EXPENSES

Officers and employees of the City will be reimbursed for expenses incurred on behalf of the City during the performance of official duties as allowed by the Marysville Municipal Code. The City does not reimburse or compensate employees for time or expenses incurred in commuting to or from employees' homes to their workplaces.

EMPLOYEE APPRECIATION AND RECOGNITION

The City of Marysville recognizes that its employees are its most important asset and resource for providing high quality public services to the citizens of Marysville. The City appreciates and recognizes the value of exceptional employee performance that contributes to improved service, quality, productivity, and/or employee actions that are beneficial to the community. The City also recognizes the tradition of hard and often exemplary work and dedication to public service among its employees. The employee appreciation and recognition program provides a means of honoring employees, both individuals and teams, for years of service, exceptional performance, and behavior both in the workplace and community.

Employees, managers, and citizens may nominate an employee (or group of employees) for recognition at any time. Nominations for awards will be made public. Written nominations, stating the positive contribution(s) of the employee are submitted to department directors. Department directors present and discuss nominations with the Selection Committee. The Selection Committee—comprised of City employees representing several departments, varying levels of the organization, and both represented and nonrepresented employees--reviews the nominations and makes recommendations to the CAO for consideration and action. The Mayor and CAO make final decisions to recognize employees under this program.

Awards are usually presented at department staff meetings and/or City Council meetings. City employees and City Councilmembers will be invited to attend appreciation or award events at the City's expense. Employees' spouses, guests, and interested citizens will be invited to attend at their own expense. Awards recipients will be announced, and award presentations will be publicized.

The Mayor and CAO may, at their discretion, present individual employees with a gift or gift certificate or a group of employees with a group-oriented recognition such as a pizza lunch or ice cream feed.

This program is designed to recognize a wide variety of employee achievements, employee team efforts, and contributions made by individuals to the successful operation of City services. Individuals and teams are eligible to receive recognition in the following categories. Other categories of awards may be added or eliminated as deemed appropriate by the Selection

Committee. The Selection Committee will determine and announce criteria for additional categories.

- *Recognition of Continuous Service*: Regular status employees will be recognized for their years of service for the City and receive a service award for completing 5, 10, 15, 20, 25, 30, 35, 40, and 45 years of service.
- *Recognition of Retirement*: An employee retiring from service with the City of Marysville may receive this award.
- *Safety Award*: Employees may be recognized for excellent safety records and/or acts that result in an improved City safety program.
- *Excellence in Public Service*:
 - Extraordinary effort and/or continuous excellence in service to the public.
 - Implementation of innovative and practical new work methods, programs, or cost-saving solutions that have a substantial impact on improving service and efficiency.
 - Outstanding professionalism and competence in completion or implementation of a project with significant benefit to the community or City.
 - Consistent and outstanding performance at work (that is, employee regularly finds “better-ways-to-do-it,” is a problem solver, expediter, assists others do their jobs better, or serves as mentor, teacher, or role model for others).
 - Exceptional community volunteerism with a positive impact on the lives of others.
 - Heroism in response to an emergency situation.
 - Other meritorious performance or actions of a similar nature.

The employee appreciation and recognition program is funded in the budget for human resources programs, and all City expenditures for employee appreciation and recognition activities must come from funds appropriated in the current budget. Purchases and all other related accounting activities must comply with applicable City procedures for City-funded activities.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING REVISED PERSONNEL RULES OF THE CITY OF MARYSVILLE AND REPEALING RESOLUTION NUMBER 2260 AND SUBSEQUENT RESOLUTIONS AMENDING RESOLUTION 2260.

WHEREAS, the City Council adopted Resolution No. 2260 on May 11, 2009 revising the Personnel Rules of the City of Marysville;

WHEREAS, the Personnel Rules attached hereto as Exhibit A, have been reviewed for compliance with local, state and federal laws and regulations; and.

WHEREAS, the Personnel Rules attached hereto as Exhibit A, were updated to reflect current city policies and practices, and to reflect current state and federal laws and regulations.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE AS FOLLOWS:

1. All provisions set forth in Resolution No. 2260, and any subsequent amendments to the Personnel Rules of the City of Marysville pertaining to city employees are hereby repealed for the reason that they are replaced by this resolution and attached policies.
2. That the Personnel Rules of the City of Marysville attached hereto as Exhibit A, are hereby adopted and approved in all respects.

PASSED by the City Council and APROVED by the Mayor the _____ day of October, 2014.

CITY OF MARYSVILLE

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Index #12

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 13, 2014

AGENDA ITEM: An Ordinance Creating Marysville Municipal Code Chapter 6.23 Related to Chronic Nuisance Properties	AGENDA SECTION: New Business	
PREPARED BY: Chris Holland, Planning Manager	APPROVED BY:	
ATTACHMENT: Adopting Ordinance		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

In Marysville, some property owners allow their properties to be used for unlawful criminal purposes or in a manner that otherwise violates Marysville Municipal Codes. In some cases, the property owners allow these crimes and violations to occur repeatedly despite continued Police and Code Enforcement efforts. These types of properties are considered “Chronic Nuisance Properties.”

Chronic nuisance properties present serious health, safety, and welfare concerns and interfere with the quality of life, comfort, and solitude of other persons residing in the neighborhood. The activities that occur at these properties often result in numerous service calls to the police, fire and other City departments. The numerous service calls generated by chronic nuisance properties create a financial burden to the City and create a negative living environment for surrounding neighbors.

The City does not have laws in place that provide adequate tools to hold property owners responsible for correcting chronic nuisances when illegal activities and other code violations repeatedly occur on their property. A chronic nuisance property ordinance is an effective tool to address these chronic nuisance properties.

Other jurisdictions that have adopted similar ordinances include, Everett, Shoreline, Renton, Burien, Seattle, Tacoma and Yakima.

RECOMMENDED ACTION:

Approve the attached ordinance creating Marysville Municipal Code Chapter 6.23 related to Chronic Nuisance properties and amending Marysville Municipal Code Section 22G.060.090 related to Hearing Examiner duties.

COUNCIL ACTION:

**CITY OF MARYSVILLE
Marysville, Washington**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, CREATING A NEW CHAPTER 6.23 OF THE MARYSVILLE MUNICIPAL CODE (MMC) RELATED TO CHRONIC NUISANCE PROPERTIES AND AMENDING MMC SECTION 22G.060.090 RELATED TO HEARING EXAMINER DUTIES; PROVIDING FOR SEVERABILITY; AND EFFECTIVE DATE.

WHEREAS, the City Council finds that in certain limited circumstances the City needs a more focused and aggressive approach to dealing with properties that have a documented record of significant ongoing and persistent criminal activity related to drug trafficking, possession, sales and use of illegal drugs and significant numbers of related crimes such as assaults, possession of stolen property, theft, domestic violence and other serious code violations all of which degrade the quality of life in Marysville and seriously affect the public health, and safety of our citizens, businesses; and

WHEREAS, Police and Code enforcement resources can become stretched to their limits in dealing with the type of chronic illegal activities described in the preceding recital; and

WHEREAS, the City Council finds that it is in the public interest to add a new Chapter 6.23 MMC related to chronic nuisance properties and to amend MMC 6.23.060.090 related to hearing examiner duties.

NOW THEREFORE, the City Council of the City of Marysville, Washington do ordain as follows:

Section 1. A new Chapter 6.23 MMC, *Chronic Nuisance Properties*, is hereby created, as follows:

**Chapter 6.23
CHRONIC NUISANCE PROPERTIES**

Section:	
6.23.010	Purpose
6.23.020	Definitions
6.23.030	Chronic nuisance activities - Violation
6.23.040	Determination of chronic nuisance property
6.23.050	Notice of determination of chronic nuisance property
6.23.060	Appeal of chronic nuisance property
6.23.070	Owner cooperation
6.23.080	Voluntary compliance plan and correction agreement
6.23.090	Enforcement

6.23.010 Purpose.

Chronic nuisance properties present significant health, safety, and welfare concerns with a tremendous negative impact upon the quality of life in the neighborhoods where they are located. This chapter provides a remedy for chronic nuisance activities that repeatedly occur or exist on such properties.

6.23.020 Definitions.

For purposes of this chapter:

- (1) "Chief of police" means the city of Marysville chief of police or the chief's designee.
- (2) "Chronic nuisance activity" means:
- (a) Any of the following activities, behaviors or conduct:
 - (i) Harassment offenses as defined in Chapter 6.50 MMC.
 - (ii) Assault or reckless endangerment as defined in Chapter 6.21 MMC.
 - (iii) Disorderly conduct as defined in MMC 6.24.020.
 - (iv) Indecent exposure and prostitution offenses as defined in Chapter 9A.88 RCW and Chapter 6.30 MMC.
 - (v) Liquor-related offenses as defined in Chapters 66.28 and 66.44 RCW and in Chapters 6.58 and 6.57 MMC.
 - (vi) Littering as defined in Chapter 7.12 MMC.
 - (vii) Fraud-related offenses as defined in Chapter 9A.60 RCW.
 - (viii) Possession, manufacture, or delivery of a controlled substance or related offenses as defined in Chapter 69.50 RCW.
 - (ix) Precursor drug-related offenses as defined in Chapter 69.43 RCW.
 - (x) Controlled substances and drug paraphernalia offenses as defined in Chapter 6.27 MMC.
 - (xi) Violation of Stay Out of Drug Areas (SODA) Order as defined in Chapter 6.28 MMC.
 - (xii) Loitering for the purpose of engaging in drug-related activity as defined in MMC 6.36.020.
 - (xiii) Violation of felony drug off-limits orders as defined in Chapter 10.66 RCW and Chapter 6.28 MMC.
 - (xiv) Gambling-related offenses as defined in Chapters 9.46 and 9.47 RCW and Chapter 5.26 MMC.
 - (xv) Firearms and dangerous weapons offenses as defined in Chapter 9.41 RCW and Chapter 6.60 MMC.
 - (xvi) Public nuisance and disturbance noises as defined in MMC 6.76.060.
 - (xvii) Possession of stolen property offenses as defined in Chapter 9A.56 RCW.
 - (b) Activities, behavior or conduct that is in violation of any of the following City of Marysville regulatory codes:
 - (i) License code (MMC Title 5).
 - (ii) Animal control code (MMC Title 10).
 - (iii) Health and sanitation (MMC Title 7).
 - (iv) Unified Development Code (MMC Title 22).
 - (v) Fire code (MMC Title 9)
 - (vi) Building code (MMC Title 16).
 - (vii) Noise regulation code (Chapter 6.76 MMC).
 - (viii) Washington State Clean Air Act violations.

- (c) Nuisance-related activities as defined in Chapters 7.48, 7.48A, 9.66 and 35.22 RCW.
 - (d) Gang-related activity as defined in RCW 59.18.030.
 - (e) Multiple nuisance activities contained in a single police incident report are not counted as separate nuisance activities.
 - (f) Police incident reports generated by calls for service to aid victims on the property shall not be used to determine a chronic nuisance property.
- (3) "Chronic nuisance property" is a property which:
- (a) For single-family residential property or single-unit commercial property, within a 90-day period:
 - (i) Has had six or more nuisance activities occur or exist upon the property;
 - (ii) Has had six or more nuisance activities occur within two hundred feet of the property that involve the person in charge of the property and/or any person associated with the person in charge of the property;
 - (iii) Has had nuisance activities either occur or exist upon the property or within two hundred feet of the property that involve the person in charge of the property and/or any person associated with the person in charge of the property for a combined total of six or more times; or
 - (b) For single-family residential property or single-unit commercial property, within a 365-day period:
 - (i) Has had twelve or more nuisance activities occur or exist upon the property; or
 - (ii) Has had twelve or more nuisance activities occur within two hundred feet of the property that involve the person in charge of the property and/or any person associated with the person in charge of the property; or
 - (iii) Has had nuisance activities either occur or exist upon the property or within two hundred feet of the property that involve the person in charge of the property and/or any person associated with the person in charge of the property for a combined total of twelve or more times; or
 - (c) For any type of property, a search warrant has been served twice within a 24-month period; or
 - (d) For multi-family residential or multi-tenant commercial property, within a 180-day period, the following number of nuisance activities described in subsection (2) of this section have occurred on different days:
 - (i) Property with two or three units: 8 nuisance activities.
 - (ii) Property with four to 19-units: 14 nuisance activities.
 - (iii) Property with 20 to 39 units: 20 nuisance activities.
 - (iv) Property with 40 to 100 units: 26 nuisance activities.
 - (v) Property with over 100 units: 32 nuisance activities.

A single unit within a multi-family residential and multi-tenant commercial property that meets the definition of subsection (3)(a) or (3)(b) of this section is a chronic nuisance property; and

(e) Any property determined or designated by the Chief of Police and the director after a review of official documentation such as police incident reports, notices and orders to correct, and case files to determine if there are sufficient facts and circumstances to establish probable cause to find the occurrence of nuisance activities.

(f) For the purposes of this section and Section 6.23.030(3), a person is associated with the person in charge of the property if he/she is on the property or within two hundred feet of the property as a guest, invitee, or tenant of the person in charge of the property.

(4) "City attorney" means the city of Marysville city attorney or the city attorney's designee.

(5) "Control" means the power or ability to direct or determine conditions and/or activities located on or occurring on a property, and any person who has authority to allow others to be present on a property.

(6) "Director" means the city of Marysville director of community development or the director's designee.

(7) "MMC" means the Marysville Municipal Code, as in effect at the date of enactment of the ordinance codified in this section or as thereafter amended.

(8) "Owner" means one or more persons, jointly or severally, in whom is vested all or any part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the property, including any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety of the whole or a part of such building or land.

(9) "Person" means an individual, group of individuals, corporation, government or governmental agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any other legal or commercial entity.

(10) "Person in charge of the property" means any person in actual or constructive possession of the property, including but not limited to an owner, lessee, tenant or occupant with control of the property.

(11) "Property" means any property, including land and that which is affixed, incidental or appurtenant to land, including but not limited to any business or residence, grounds, vacant lots, facilities, parking area, loading area, landscaping, building or structure or any separate part, unit or portion thereof, or any business equipment, whether or not permanent.

(12) "RCW" means the Revised Code of Washington, as in effect at the date of enactment of the ordinance codified in this section or as thereafter amended.

6.23.030 Chronic nuisance activities – Violation.

It shall be unlawful for any person to permit a chronic nuisance property.

6.23.040 Determination of chronic nuisance property.

The police chief and the director shall review official documentation such as police incident reports, notices and orders to correct, and case files to determine if there are sufficient facts and circumstances to establish probable cause to find the occurrence of nuisance activities to support a designation of the property as a chronic nuisance property.

6.23.050 Notice of determination of chronic nuisance property.

(1) When a property is determined to be a chronic nuisance property, the property owner of record and person in charge of the property shall be served with a notice of determination of chronic nuisance property with the following information:

- (a) The name and address of the person to whom the letter is issued;
- (b) The location of the subject property by address or other description sufficient for identification of the subject property;
- (c) A statement that the city has determined the property to be a chronic nuisance property;
- (d) A concise description of the nuisance activities upon which the determination was based, and documentation of the chronic nuisance activities including police case number(s), police incident report numbers, and city of Marysville code enforcement case numbers;

(e) A demand that the property owner of record or the person in charge of the property respond within seven days of service to the notice as directed to abate chronic nuisances which may include submission of a voluntary compliance plan for city approval;

(f) A warning that the persons in charge of the property are potentially civilly and criminally liable and subject to civil infractions and abatement at the owner's expense for continuing to allow chronic nuisance activities, as defined in this chapter, to occur upon the property;

(g) A warning that the property owner of a chronic nuisance property permitted by a person in charge other than the owner, or the owner's agent, must promptly take all steps requested in the notice of determination of chronic nuisance property to assist in abatement of the nuisance property, including pursuing eviction of the person in charge, available to the owner pursuant to any lease and consistent with state law. A statement advising that any person named in the notice of determination of chronic nuisance property or having any record or equitable title in the property against which the notice of determination is recorded may appeal from the notice to the city of Marysville hearing examiner within 14 calendar days of the date of issuance of the notice in accordance with MMC 6.23.060;

(h) A statement advising that a failure to appeal the notice of determination of chronic nuisance property within the applicable time limits renders the determination a final determination, that the conditions described in the notice existed and constituted a chronic nuisance, and that the named party is liable as a responsible party; and

(i) Name and telephone number of the city representative who is responsible for handling inquiries regarding the notice including a statement advising the property owner and person in charge of the property of his or her duty to notify the city of any actions taken to achieve compliance with the notice of determination of chronic nuisance property.

(2) The notice of determination of chronic nuisance shall be served on the property owner of record and the person in charge of the property by the following methods:

(a) By posting the notice of determination of chronic nuisance property in a conspicuous place on the property where the violation occurred and concurrently mailing the notice to the property's address; and

(b) By personal service; or

(c) By mailing a copy by certified mail, return receipt requested, to the property owner of record at the address shown on Snohomish County tax records and to the person(s) in charge of the property at his/her last known address or at the address of their place of business.

6.23.060 Appeal of chronic nuisance property.

(1) Any person named in a notice of determination of chronic nuisance property may file a written appeal to the police chief, or director, within 14 calendar days from the date of service of the notice of determination of chronic nuisance.

(2) The written notice of appeal shall contain a concise statement identifying:

(a) A detailed statement of the grounds for appeal, making reference to each finding, conclusion, or condition which is alleged to contain error;

(b) A detailed statement of the facts upon which the appeal is based; and

(c) The name and address of the appellant and his/her interest(s) in the matter.

(3) An appeal of a determination of chronic nuisance shall not stay the requirement that the specified chronic nuisance activity immediately cease and/or be remedied.

(4) The police chief, or director, shall prepare and transmit to the hearing examiner any appeal of the notice of determination of chronic nuisance, and a hearing shall be scheduled within 60 days of the appeal date. The regulations set forth in MMC Chapter 22G .060 shall apply to the conduct of the hearing and such rules as are promulgated

pursuant to MMC 22G.060.080. The party that must bear the cost of the appeal shall be part of the hearing examiner's decision. The hearing examiner's decision may be reviewed by an action for writ of review in the superior court of Snohomish County filed within 10 calendar days of the decision. If no appeal is filed in the required length of time, the hearing examiner's decision shall be final.

6.23.070 Owner cooperation.

An owner who received a copy of a notice pursuant to MMC 6.23.050 describing a chronic nuisance property permitted by a person in charge other than the owner or the owner's agent, shall promptly take all reasonable steps requested in writing by the police chief or director to assist in abatement of the nuisance property. Such reasonable steps may include the owner taking all acts and pursuing all remedies, including pursuing eviction of the person in charge, that are:

- (1) Available to the owner pursuant to any lease or other agreement; and
- (2) Consistent with state and local laws, including but not limited to RCW 59.18.580, *Victim protection — Limitation on tenant screening service provider disclosures and landlord's rental decisions*.

6.23.080 Voluntary compliance plan and correction agreement.

As provided in MMC 6.23.050(1)(e), the property owner of record or the person in charge of the property, if not the owner, is responsible for development and submittal of a written voluntary compliance plan. The police chief, and the director, in consultation with the city attorney, shall review the plan for approval. The plan shall establish, at a minimum, the necessary corrective action(s) to be taken to abate the chronic nuisance activity or activities, deadlines for implementation and completion of the plan.

Upon acceptance of the voluntary compliance plan, the property owner of record or the person in charge of the property, if not the owner, shall enter into a correction agreement. A correction agreement is a contract between the City and the person in charge of the chronic nuisance property in which such person agrees to promptly take all lawful and reasonable actions, which shall be set forth in the agreement to abate the nuisance activities within a specified time and according to specified conditions. The agreement shall be signed by the property owner of record or the person in charge of the property, if not the owner. The agreement shall include the following:

- (1) The name and address of the property owner of record or the person in charge of the property, if not the owner;
- (2) The street address or a description sufficient for identification of the property, building, structure, or land upon or within which the nuisance is occurring;
- (3) A description of the nuisance activities;
- (4) The necessary corrective action to be taken, and a date or time by which correction must be completed;
- (5) An agreement by the property owner of record or the person in charge of the property, if not the owner, that the City may inspect the property as may be necessary to determine compliance with the correction agreement;
- (6) An agreement by the property owner of record or the person in charge of the property, if not the owner, that the City may abate the nuisance and recover its costs, expenses and monetary penalties pursuant to local and state law from the property owner of record or the person in charge, if not the owner, for the nuisance if the terms of the correction agreement are not met; and
- (7) When a person in charge, other than an owner or an owner's agent, has permitted a property to be a chronic nuisance property, an agreement by the owner to promptly take all acts and pursue all remedies requested by the police chief and director pursuant to MMC 6.23.070.

6.23.090 Enforcement.

(1) Any person in charge of property that has been determined to be a chronic nuisance property is in violation of this chapter and any property owner of record who fails to comply with MMC 6.23.050 shall be subject to the remedies described herein unless he/she can show by clear and convincing evidence that he/she is in compliance with a voluntary compliance plan and correction agreement, as described in MMC 6.23.080.

(2) If the property owner of record or the person in charge of the property does not respond to a notice of determination of chronic nuisance property within the time proscribed, the person responsible shall be issued a civil infraction, punishable by a maximum penalty of \$1,000.

(3) If the person responsible does not respond to the issued infraction or continues to violate the provisions of this chapter, including the voluntary compliance plan and correction agreement, the matter shall be referred to the office of the city attorney for further action. The city attorney may initiate legal action to abate the chronic nuisance activity which may include vacating any building and securing it against unauthorized access, use, and occupancy for a period of up to one year, with costs of abatement assessed against the owner and, if applicable, payment of relocation assistance costs as provided in RCW 59.18.085.

6.23.100 Additional enforcement provisions.

(1) Nothing in this chapter shall be construed to prevent or prohibit the city from pursuing immediate relief from nuisance activities at a property by any other means available by law, including but not limited to forced abatement under MMC 6.24.060 and an order of the fire code official under MMC Title 9. Penalty and enforcement provisions provided in this chapter shall not be deemed exclusive and the city may pursue any remedy or relief it deems appropriate.

(2) Whenever the city issues a notice of determination of chronic nuisance property to more than one person because of a violation of this chapter, those persons shall be jointly and severally liable.

(3) The failure of the city to prosecute an individual for violation(s) constituting chronic nuisance activities is not a defense to an action under this chapter.

(4) The police chief and the director shall have the authority to promulgate procedures for administering this chapter.

Section 2. MMC 22G.060.090 is hereby amended, as follows:

22G.060.090 Duties.

The examiner is vested with the duty and authority to hold public hearings and render decisions on the following matters:

- (1) Preliminary plats;
- (2) Appeals from administrative decisions on short plats;
- (3) Rezones; except area-wide rezones initiated by the city itself shall be heard by the planning commission;
- (4) Binding site plan approvals when subject to public review;
- (5) Conditional use permits when subject to public review;
- (6) Zoning code variances;
- (7) Administrative appeals from decisions and interpretations by city staff relating to land use codes, SEPA and permits;
- (8) Conditional shoreline development permits, variances and appeals from administrative determinations arising under Chapter 22E.050 MMC;

(9) Complaints by citizens or city staff seeking administrative enforcement of provisions of city land use codes or conditions in development permits and approvals, or seeking rescission or modification of such permits or approvals;

(10) Variances and administrative appeals arising from the city's sign code;

(11) Variances and administrative appeals arising from the city's floodplain management code;

(12) Variances and administrative appeals arising under the city's street department code;

(13) Appeals of suspension or removal of tow truck operators from the city's list under MMC 11.37.060;

(14) Appeals of a chronic nuisance property notice outlined in Chapter 6.23 MMC.

(15) Such other regulatory, enforcement or quasi-judicial matters as may be assigned to the examiner by the mayor and city council.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

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

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

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

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Index #13

CITY OF MARYSVILLE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING MARYSVILLE MUNICIPAL CODE
CHAPTER 6.37 REGARDING PEDESTRIAN INTERFERENCE –
COERCIVE SOLICITATION BY ADDING NEW SECTIONS MMC
7.37.045 AND MMC 6.37.047, REGULATING TIME, PLACE AND
MANNER FOR SOLICITATION ON PUBLIC RIGHT OF WAY,
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE.

WHEREAS, coercive solicitation causes fear and intimidation upon citizens, and harms tourism and businesses; and

WHEREAS, solicitation at certain times and locations poses traffic and public safety risks; and

WHEREAS, the City of Council believes that it is important to protect the citizens of Marysville from fear and intimidation accompanying coercive solicitation, to promote tourism and business and to preserve the quality of urban life while providing safe and appropriate venues for constitutionally protected activities;

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

Section 1. Time of Solicitation. MMC Chapter 6.37 is hereby amended by adding a new Section 6.37.045 which shall read as follows:

6.37.045 Time of Solicitation.

A. It shall be unlawful to make solicitation to pedestrians or motorists on public property or public streets after sunset or before sunrise.

Section 2. Place of Solicitation. MMC Chapter 6.37 is hereby amended by adding a new Section 6.37.047 which shall read as follows:

6.37.047 Place of Solicitation.

A. It shall be unlawful to solicit at the following places:

1. On-ramp or off-ramp to state route or interstate highway;

2. Within 300 feet of the following intersections identified in Exhibit A, attached hereto and incorporated by reference:

- i. SR528 and Cedar Avenue;
- ii. SR528 and State Avenue;
- iii. SR528 and 47th Avenue NE;
- iv. SR528 and 67th Avenue NE;
- v. Grove Street and State Avenue;
- vi. 88th Street and State Avenue;
- vii. 92nd Street and State Avenue;
- viii. 100th Street and State Avenue;
- ix. 116th Street and State Avenue; and
- x. 172nd Street NE and 27th Avenue NE

B. It shall be unlawful for a person to sell, or offer for immediate sale, goods, services or publications, or to distribute items without remuneration, to a person in a vehicle, at the following:

1. On-ramp or off-ramp to state route or interstate highway;
2. Within 300 feet of the street intersections set forth in Section 6.37.047 (A)(2) above and Exhibit A attached hereto and incorporated by reference.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

Passed by the City Council of the City of Marysville, Washington, on this _____ day of _____, 2014.

CITY OF MARYSVILLE

JON NEHRING, MAYOR

Attest:

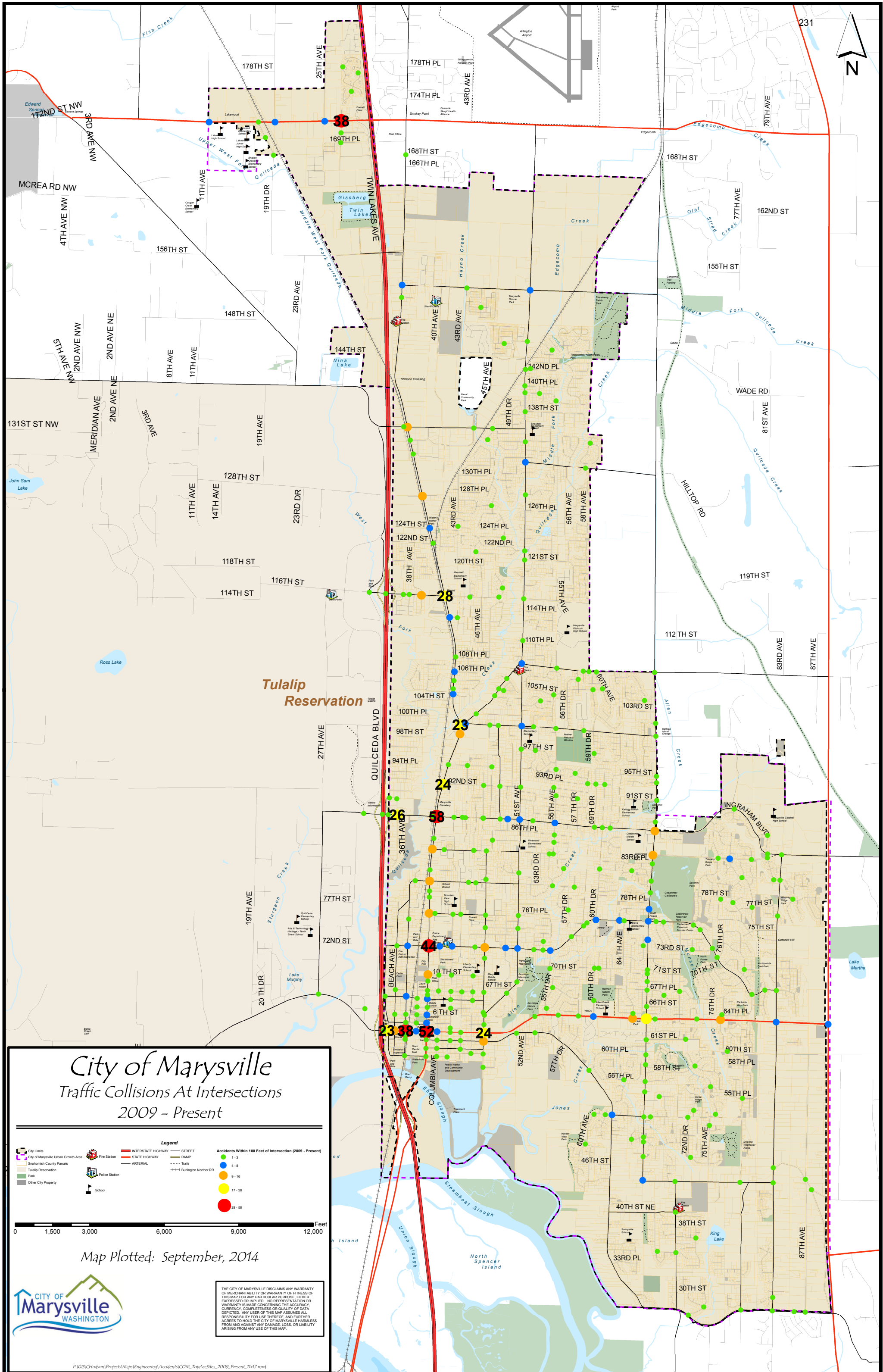
Sandy Langdon, City Clerk

Approved as to form:

Grant K. Weed, City Attorney

Exhibit A

Panhandling Ordinance Map



City of Marysville

Traffic Collisions At Intersections

2009 - Present

<ul style="list-style-type: none"> City Limits City of Marysville Urban Growth Area Snohomish County Parcels Tulalip Reservation Park Other City Property 	<ul style="list-style-type: none"> Fire Station Police Station School 	Legend <ul style="list-style-type: none"> INTERSTATE HIGHWAY STATE HIGHWAY ARTERIAL STREET RAMP Trails Burlington Northern RR 	Accidents Within 100 Feet of Intersection (2009 - Present) <ul style="list-style-type: none"> 1 - 3 4 - 8 9 - 16 17 - 28 29 - 58
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0 1,500 3,000 6,000 9,000 12,000 Feet

Map Plotted: September, 2014



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

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Index #15

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 13, 2014

AGENDA ITEM: Professional Services Agreement between the City of Marysville and MAKERS ARCHITECTURE	AGENDA SECTION: New Business	
PREPARED BY: Gloria Hirashima, CAO/CD Director	APPROVED BY:	
ATTACHMENT: Professional Services Agreement		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The City is required to update its comprehensive plan by June 2015. One of the priorities identified for the 10 year update, is development of a subarea plan for the Lakewood neighborhood. Following the city’s last comprehensive plan adoption in 2005, the Lakewood neighborhood was annexed to the city limits and has realized significant growth with commercial and multi-family developments. This growth has resulted in considerable increase in traffic and land use change. This has resulted in requests by local residents and businesses to review the land use assumptions, zoning, development standards and proposed improvements to ensure that the pattern of growth is well managed and consistent with community vision for the area.

The goal of developing a Master Plan for the Lakewood Neighborhood is to provide guidelines that focus on land uses, urban design elements related to site layout and building orientation, architectural elements and relationships to parking, open space, landscaping, signage/way finding, pedestrian circulation and corridors, landscaping and utilities. An additional goal of the Master Plan shall be focusing on short term and long term motorized and non-motorized transportation planning and traffic management strategies to enable additional development within an already congested neighborhood.

Community Development and Public Works staff reviewed the scope of work and consultant proposal. Staff is recommending City Council authorize the Mayor to enter into a Professional Services Agreement with MAKERS ARCHITECTURE to provide consultant services in the amount of \$42,710.00 in order to prepare a Master Plan for the Lakewood Neighborhood as part of the 2015 Marysville Comprehensive Plan Update.

RECOMMENDED ACTION:

Authorize the Mayor to sign a Professional Services Agreement with MAKERS ARCHITECTURE to provide consultant services in the amount of \$42,710.00 in order to prepare a Master Plan for the Lakewood Neighborhood as part of the 2015 Marysville Comprehensive Plan Update.

COUNCIL ACTION:

--

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND MAKERS ARCHITECTURE
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 **MAKERS ARCHITECTURE**, a Washington LLP (“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 urban design, land use planning, landscape architecture, transportation (motorized and non-motorized), stormwater and general infrastructure planning services associated with the development and implementation of a Master Plan for the Lakewood Neighborhood 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 **October 20, 2014** and shall terminate at midnight, **June 30, 2015**. 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.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. 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.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington

state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, em-ployees 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.

b. 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.

c. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

_____(initials) _____(initials)

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.

b. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). 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.
- (2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

c. **The minimum insurance limits 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. \$1,000,000 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) Professional Liability/Consultant's Errors and Omissions Liability.

\$1,000,000 per claim and \$1,000,000 as an annual aggregate.

d. **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.

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

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

g. **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.

h. **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.

i. **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.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant 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 Consultant 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 Consultant from the City.

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 B**:

Transpo Group (Transportation Planning)

Svr Design Company (Landscape Architecture and Civil Engineering)

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 **\$42,710.00** 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:

Chris Holland, Planning Manager
Community Development Department
80 Columbia Avenue
Marysville, WA 98270
360.363.8207
cholland@marysvillewa.gov

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

John Owen, Partner
MAKERS ARCHITECTURE
1904 Third Avenue, Suite 725
Seattle, WA 98101
206.652.5080
john@makersarch.com

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

MAKERS

By _____
Jon Nehring, Mayor

By _____
John Owen, Partner MAKERS

Approved as to form:

Marysville, City Attorney

Exhibit A Scope of Services

City of Marysville Lakewood Neighborhood Master Plan

Project Purpose:

- To provide direction on new infrastructure improvement necessary to support the City's planning efforts in the Lakewood Neighborhood
- To prepare design guidelines that address the site layout, building orientation, design quality and other design considerations related to new development.

Project Tasks:

1. Collect and review existing information from the City and prepare base maps.

The consultant team will receive and review relevant information from the City.

2. Conduct field trip to view current conditions.

Applicable members of the consultant team will visit the site area and note physical conditions necessary for subsequent steps.

3. Propose infrastructure options

a. **Transportation:**

i. Project identification:

Transpo will use staff input, existing plans, as well as a review of the existing year model analysis to identify potential projects which can be completed within the near-term horizon of roughly zero to five years. These projects can range in scope and cost but should be projects which can be completed by the city. The full I-5/156th Street NE interchange will not be included in the near-term analysis, as this project requires an interchange justification report which could take many years to complete. Furthermore, primary funding of the interchange will come from sources outside of the City's control. Incremental and strategic improvements are particularly encouraged. Projects could include:

- *Intersection improvements and widening*
- *New intersection control including roundabouts*
- *New roadway connections*
- *Access management solutions*
- *Operational improvements*

Consultant Deliverables

- *One (1) round of project refinement*

City Responsibilities

- *Provide city perspective on feasibility of identified projects*

ii. Project Evaluation

Each identified project will be evaluated to determine if the project results in traffic operations improvement. The primary measure will be traffic level of service (seconds of delay) using the base year traffic operations model. Traffic queues will also be evaluated as part of the operations analysis.

Consultant Deliverables

- *Project evaluation will be documented in a technical memorandum*

City Responsibilities

- *Review draft of technical memorandum and provide feedback*

b. Utilities and Water

Storm Drainage Analysis

SvR will include review of existing information provided by City of Marysville.

- Review existing stormwater system capacity considering critical areas located within the study area.
- Confirm capacity stormwater system relative to future land use. This analysis will consider the areas where infiltrative soils have been identified.
- Coordinate with future land use and transportation projects.

This step assumes that GIS data and maps will be provided by Marysville including soil information, critical areas, storm drain system, flooding complaints and infiltration facilities.

c. Urban Design

MAKERS will review land use assumptions and land uses within the neighborhood.

MAKERS will prepare an outline for design guidelines based on the City's design guideline format. The outline will indicate the key issues to be addressed.

MAKERS will also prepare a draft set of urban design recommendations focusing on streetscape improvements to accompany new street improvements.

4. Review options with staff and facilitate public meeting to evaluate options

Applicable consultant team members will meet with staff to discuss the options and determine which should be refined.

MAKERS will facilitate a public open house or workshop to introduce project and evaluate options relative to community objectives.

5. Refine Preferred Elements

a. Transportation

Transpo group will translate the results of previous steps into recommendations for street improvements including intersections and street channelization and configuration, street grid, and functional street classification. Streetscape elements will be completed by other team members and reviewed by Transpo. Potential changes to the Impact Fee program will be identified for consideration in the Transportation Element update.

Consultant Deliverables

- *Provide one (1) round of revisions to streetscape, street grid, and functional street classifications*

City Responsibilities

- *Provide guidance on the direction of these elements.*

b. Utilities and Water

SvR will provide content and maps for MAKERS to include in the draft and final neighborhood plan. This task includes the development of up to 2 maps or graphics for the report and Assumes that GIS data and map templates will be provided by Marysville.

- Review existing stormwater system capacity considering critical areas located within the study area.
- Coordinate with future land use and transportation projects SvR will assist MAKERS with recommending streetscape elements based on Transpo Group transportation recommendations.

c. Urban Design

MAKERS will prepare design guidelines for new development in the Lakewood Neighborhood based on the format of Marysville's downtown design guidelines. MAKERS, assisted by SvR will also prepare recommendations for streetscape elements based on Transpo Group's street recommendations.

Consultant Deliverables

- *Draft design guidelines*
- *Draft Streetscape recommendations in plan and street section illustrations.*

6. Review with staff and facilitate public meeting or Commission/Council presentation to review proposals

Applicable consultant team members will meet with staff to review the elements and set a direction for the final plan.

MAKERS will facilitate a public open house or workshop, present proposals and take comments, or present to the Planning Commission or Council and take direction for preparing report. (Note: This could be accomplished with an open house conducted on the same night and immediately prior to a Commission or Council meeting.)

7. Compile Master Plan

MAKERS will compile the final Master Plan.

Consultant Deliverables

Master Plan for the Lakewood Neighborhood that includes:

- *Recommendations for street improvements*
- *Analysis of utility and storm water system and recommendations for next steps to provide for those needs*
- *Draft design guidelines*
- *Streetscape recommendations in plan and street section illustrations.*


Task	Hours						Amount
	MAKERS		SvR		Transpo		
	Partners	Staff	Eng	Plan	P1	P2	
	\$160	\$80	\$152	\$100	\$210	\$125	
1. Collect and review info	2	6					\$800.00
2. Conduct field trip	4	4	4		4		\$2,408.00
3. Propose options							
a. Transportation					20	60	\$11,700.00
b. Utilities and water			12	20			\$3,824.00
c. Urban Design	6	12		16			\$3,520.00
4. Review options with staff	7	4	3		3		\$2,526.00
5. Refine preferred option	20	12	6	12	2	16	\$8,692.00
6. Review	7		3		3		\$2,206.00
7. Prepare final plan	8	24	2	4	3	20	\$7,034.00
Total Hours	54	62	30	52	35	96	\$42,710.00
Total Amount	\$8,640.00	\$4,960.00	\$4,560.00	\$5,200.00	\$7,350.00	\$12,000.00	\$42,710.00

Index #17

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 13, 2014

AGENDA ITEM: Job Classification-Risk/Emergency Management Officer	AGENDA SECTION: New Business	
PREPARED BY: Gloria Hirashima, CAO/CD Director	APPROVED BY: 	
ATTACHMENT: 1. Memo dated 10/6/14 2. Revised Job Description – Risk/Emergency Management Officer 3. Prior Job Description – Risk Management Officer 4. Non-Represented Pay Grid – 2014	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The City is currently recruiting to fill a vacancy created by the current Risk Management Officer. The Executive Office has determined that a need exists with respect to emergency management planning for the city. The position has been revised to address that need by title and essential job duties. The position is titled Risk/Emergency Management Officer. The essential duties now require skills related to emergency management and disaster preparedness training and background. The position will also continue to serve as the Risk Management Officer and be responsible for coordinating the city's Safety program.

Staff is recommending the position be reclassified to the N11 pay grid. The Risk Management Officer was previously classified in the N10 grid.

RECOMMENDED ACTION:

Approve the pay classification of N11 for the Risk/Emergency Management Officer.

COUNCIL ACTION:



EXECUTIVE DEPARTMENT
1049 State Avenue ♦ Marysville, WA 98270
(360) 363-8000 ♦ (360) 651-5099 FAX

Date: October 6, 2014

To: City Council

From: Gloria Hirashima, Chief Administrative Officer

A handwritten signature in black ink, appearing to be "Gloria Hirashima", is written over the name in the "From:" line.

Subject: Risk/Emergency Management Officer

The City is currently recruiting to fill a vacancy created by the current Risk Management Officer. The Executive Office has determined that a need exists with respect to emergency management planning for the city. The position has been revised to address that need by title and essential job duties. The position is titled Risk/Emergency Management Officer. The essential duties now require skills related to emergency management and disaster preparedness training and background. The position will also continue to serve as the Risk Management Officer and be responsible for coordinating the city's Safety program.

Previously, the emergency management function has been added as a task level assignment to various positions within the city, rotating between Police and Public Works. This assignment has been added to management positions that already had full time essential job duties in other areas that required their full time and attention. The Executive office believes the emergency management function is a critical role of the city in preparation for disasters and would like to expand city wide training and planning for this function. To this end, we are revising the Risk Management position to provide a broader policy and planning approach for the city's emergency management, risk management and safety training for city departments and community. The position will be in the Executive Department, and the approach will be to coordinate with all city departments, Marysville Fire District, outside agencies, nonprofits and community members. The position will be expected to develop community wide training and involvement in the area of emergency preparedness. The new position will require experience and training in emergency management planning and preparedness.

The qualifications for the position, job duties and position complexity are similar to other positions in the N11 pay grid – chiefly the Senior Planner position, which is the other position in the classification.

**City of Marysville
Job Description**

Job Title:	Risk Management Officer
Department/Division:	Executive
Reports To:	Assistant Human Resources Director
FLSA Status:	non-exempt
Union Status:	non-union
Approval/Revision Date:	January 2008

POSITION SUMMARY:

Under the direction of the Assistant Human Resources Director, plan, organize, and implement a comprehensive risk management program designed to protect the City against financial and human resources exposures and risks, including general liability, workers' compensation, property damages and other risks; administer citywide safety program involving all departments in safety and accident prevention activities; and develop and administer the citywide employee safety training program.

The work performed by this class requires incumbents to apply professional knowledge and expertise as well as established guidelines and alternatives to determine facts, analyze problems, and make decisions without immediate supervisory review; incumbents may respond to sensitive and complicated inquiries or problems related to departmental programs or policies.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Other duties may be assigned as needed.

1. Develop, implement, administer, and review a comprehensive citywide safety and risk management program in accordance with federal, state, and local laws, regulations, policies, and procedures.
2. Serve as City's risk management coordinator, administering the City's liability, property and auto/physical damage insurance programs.
3. Coordinate claim process from initial filing to final claims adjustment.
4. Explain the claim filing and adjustment process to potential claimants and claimants.
5. Ensure appropriate insurance coverage levels by maintaining the property and automobile schedules.
6. Add newly acquired City property/automobiles to appropriate schedule.
7. Serve as City's safety officer; recommend proper measures to assure a safe workplace and safe work practices for City employees, and conduct appropriate follow up activities as needed.
8. Assist all City staff in achieving compliance with applicable laws, ordinances, policies and guidelines concerning safety and health.
9. Coordinate and/or conduct safety training as mandated.

10. Manage workers' compensation claims in order to maintain the City's experience factor at a manageable level; manage the City's return to work program to ensure prompt return of injured employees to their respective positions.
11. Communicate with employees and their supervisors about claims, coordinates leave buybacks from Labor & Industries checks.
12. Assist departments in facilitating the prompt return of injured workers by conferring with the injured employee, the employee's supervisor, and the employee's health care provider.
13. Serve as staff coordinator to the City Safety Committee, ensuring that the committee is effective in carrying out their responsibilities.
14. Administer federally mandated drug and alcohol testing for CDL holders.
15. Coordinate employee testing, receive test results, maintain records of testing, and provide policy guidance to supervisors as needed.

KNOWLEDGE, SKILLS AND ABILITIES

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Principles, practices, regulations, and standards related to risk management.
- Insurance industry practices.
- WISHA standards, policies and procedures.

Ability to:

- Establish and maintain effective working relations with representatives of other jurisdictions, attorneys, insurance representatives and other staff.
- Communicate effectively, both orally and in writing, with individuals and groups regarding complex issues or regulations.
- Collect, analyze, interpret, evaluate and report risk and accident data and recommend countermeasures.
- Review proposed facilities, programs and other activities under consideration by the City for accident prevention and risk management implications.
- Maintain accurate records related to safety activities such as safety inspections, safety training, and accident investigations.
- Prepare reports and make recommendations as required.
- Perform workstation/method assessments, and make corrective recommendations of needed methods, materials, parts, equipment, and their use to minimize the risk of repetitive stress injuries and cumulative trauma disorders.
- Work effectively and in a professional manner while working with interruptions, strict deadlines and handling multiple projects simultaneously; plan, prioritize and organize workflow in order to meet position and department goals and deadlines.

QUALIFICATIONS:

A combination of the experience, education, and training listed below which provides an equivalent background to perform the work of this position.

Experience:

Three years of professional level experience involving safety, workers' compensation and risk management, preferably in the public sector.

Education and Training:

Any combination equivalent to: bachelor's degree in occupational health/safety, industrial hygiene, risk management, public or business administration or a related field.

Licenses or Certificates:

None

PHYSICAL DEMANDS / WORKING CONDITIONS:

The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the essential functions of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

This position works in an office, and the noise level in the work environment is usually low to moderate. While performing the duties of this job, the employee is occasionally exposed to toxic or caustic chemicals, i.e. copier toner.

This position description generally describes the principle functions of the position and the level of knowledge and skills typically required. It does not constitute an employment agreement between the employer and employee, and it is subject to change as the needs of the employer and the requirements of the job change.

**City of Marysville
Job Description**

Job Title:	Risk/Emergency Management Officer
Department/Division:	Executive
Reports To:	Chief Administrative Officer
FLSA Status:	non-exempt
Union Status:	non-union
Approval/Revision Date:	August 2014

POSITION SUMMARY:

Under the direction of the Chief Administrative Officer, plan, organize, and implement comprehensive risk management and emergency management programs; participate in the development and administration of the City's emergency management program; administer citywide safety program and accident prevention activities; and develop and administer citywide employee safety and disaster preparedness training.

The work performed by this class requires incumbents to apply professional knowledge and expertise as well as established guidelines and alternatives to determine facts, analyze problems, and make decisions without immediate supervisory review; incumbents may respond to sensitive and complicated inquiries or problems related to departmental programs or policies.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Other duties may be assigned as needed.

1. Develop, implement, administer, and review comprehensive citywide emergency management, safety and risk management programs in accordance with federal, state, and local laws, regulations, policies, and procedures.
2. Serve as City's risk management coordinator, administering the City's liability, property and auto/physical damage insurance programs; coordinate the claim process from initial filing to final claims adjustment; explain the claim filing and adjustment process to potential claimants.
3. Ensure appropriate insurance coverage levels by maintaining the property and automobile schedules; add newly acquired City property/automobiles to appropriate schedule.
4. Serve as City's safety officer and staff coordinator to the City Safety Committee; recommend proper measures to assure a safe workplace and safe work practices for City employees, and conduct appropriate follow up activities as needed.
5. Assist all City staff in achieving compliance with applicable laws, ordinances, policies and guidelines concerning safety and health.
6. Coordinate and/or conduct safety training as mandated.
7. Write and coordinate a variety of emergency or disaster related plans or portions of plans, procedures, and checklists to be used in response to disasters or emergencies.
8. Coordinate disaster response or crisis management activities.
9. Propose alterations of emergency response procedures based on regulatory changes, technological changes, or knowledge gained from outcomes of previous emergency situations.

10. Develop and administer disaster management training programs, courses and preparedness presentations.

KNOWLEDGE, SKILLS AND ABILITIES

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Principles, practices, regulations, and standards related to risk management.
- Insurance industry practices.
- WISHA standards, policies and procedures.
- National Incident Management System (NIMS)
- Fundamentals of emergency management and management of emergency operations.
- Skill in analysis and problem solving.
- Strong communication and public presentation skills.

Ability to:

- Establish and maintain effective and cooperative working relations with representatives of other jurisdictions, attorneys, insurance representatives, the public and other staff.
- Deal courteously, professionally and tactfully with internal and/or external regional partners, agencies and the public.
- Communicate effectively, orally and in writing including the ability to listen effectively and to explain complex issues to internal and external customers.
- Collect, analyze, interpret, evaluate and report data and recommend countermeasures.
- Effectively coordinate a variety of emergency management-related activities.
- Develop, implement and evaluate program goals and objectives.
- Review proposed facilities, programs and other activities under consideration by the City for accident prevention and risk management implications.
- Maintain accurate records related to safety activities such as safety inspections, safety training, and accident investigations.
- Prepare reports and make recommendations as required.
- Perform workstation/method assessments, and make corrective recommendations of needed methods, materials, parts, equipment, and their use to minimize the risk of repetitive stress injuries and cumulative trauma disorders.
- Work effectively and in a professional manner while working with interruptions, strict deadlines and handling multiple projects simultaneously; plan, prioritize and organize workflow in order to meet position and department goals and deadlines.
- Operate IBM-compatible personal computer, including word processing, spreadsheet, and database software applications.

QUALIFICATIONS:

A combination of the experience, education, and training listed below which provides an equivalent background to perform the work of this position.

Experience:

Three years of professional level experience involving safety, risk management, emergency preparedness, preferably in the public sector.

Education and Training:

Any combination equivalent to: bachelor's degree in occupational health/safety, industrial hygiene, risk management, public or business administration or a related field. Completion of at least 80 hours of emergency management classes.

Licenses or Certificates:

- Possession of, or ability to possess within six months of hire date, a Washington State Driver's license.

PHYSICAL DEMANDS / WORKING CONDITIONS:

The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the essential functions of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee is occasionally required to reach with hands and arms and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

This position works in an office, and the noise level in the work environment is usually low to moderate. While performing the duties of this job, the employee is occasionally exposed to toxic or caustic chemicals, i.e. copier toner.

This position generally works a regular schedule; however, incumbents may be required to work some evening and/or weekend hours to respond to emergencies.

This position description generally describes the principle functions of the position and the level of knowledge and skills typically required. It does not constitute an employment agreement between the employer and employee, and it is subject to change as the needs of the employer and the requirements of the job change.

CITY OF MARYSVILLE

NON-REPRESENTED PAY GRID – 2014

1.5% increase

PAY CODE	TITLE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
N1		3,442	3,615	3,796	3,986	4,185	4,394	4,615
N2	Confidential Administrative Assistant	3,615	3,796	3,986	4,185	4,394	4,615	4,844
N3	Computer Support Tech I	3,796	3,986	4,185	4,394	4,615	4,844	5,087
N4	Planning Assistant	3,986	4,185	4,394	4,615	4,844	5,087	5,340
N5	Deputy City Clerk	4,185	4,394	4,615	4,844	5,087	5,340	5,608
N6	Engineering Project Aide, Probation Officer, Police/Legal Confidential Administrative Assistant	4,394	4,615	4,844	5,087	5,340	5,608	5,889
N7	Engineering Tech, Associate Planner, Development Services Tech., Code Enforcement Officer, Bldg Inspector, HR Specialist II, Executive Assistant/Analyst, Surface Water Specialist, Surface Water Inspector	4,615	4,844	5,087	5,340	5,608	5,889	6,182
N8	Athletic Coordinator, Recreation Coordinator, Electrical Inspector, Sr. Construction Inspector	4,844	5,087	5,340	5,608	5,889	6,182	6,493
N9	Community Information Officer, Financial Analyst, HR Analyst, Computer Network Administrator, GIS Analyst, Plan Exam/Senior Bldg Inspector, Crime Analyst, Information Systems Analyst	5,087	5,340	5,608	5,889	6,182	6,493	6,816
N10	Assoc Engineer III/CD, GIS Administrator, Risk Management Officer, SCADA/Telemetry Administrator, Project Engineer	5,340	5,608	5,889	6,182	6,493	6,816	7,158
N11	Senior Planner	5,608	5,889	6,182	6,493	6,816	7,158	7,515

Index #14

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 13, 2014

AGENDA ITEM: Community and Housing Development Citizen Advisory Committee Appointments	AGENDA SECTION:	
PREPARED BY: Chris Holland, Planning Manager	APPROVED BY:	
ATTACHMENTS: Ordinance 2897		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

On July 22, 2013 Marysville City Council confirmed the appointments of the youth, parks board, planning commission and council members to serve on the Community and Housing Development Citizen Advisory Committee (CAC). The CAC makes recommendations to City Council related to the City’s Community Development Block Grant (CDBG) program.

The youth, parks board, planning commission and council member terms are for 1 year and expired on July 22, 2014. Mayor Nehring is requesting the following appointments to the CAC:

First	Last	Representing	Term
Peter	Condyles	Youth	1 year (maximum of 3-terms)
Brooke	Hougan	Parks Board	1 year
Steve	Lebo	Planning Commission	1-year
Rob	Toyer	Council	1-year
Donna	Wright	Council	1-year

RECOMMENDED ACTION:

Mayor Nehring recommends City Council confirm the appointments to the Community and Housing Development Citizen Advisory Committee.

COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 2897

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
 ESTABLISHING A CITIZEN ADVISORY COMMITTEE FOR HOUSING AND
 COMMUNITY DEVELOPMENT; AND ADDING A NEW CHAPTER 2.92 TO
 THE MARYSVILLE MUNICIPAL CODE.**

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

Section 1. A new Chapter 2.92 of the Marysville Municipal Code, entitled Citizen Advisory Committee for Housing and Community Development, is hereby adopted to read as follows:

2.92.010 Advisory committee established.

The citizen advisory committee for housing and community development is hereby established. The purpose of the committee is to act as an advisory board to city staff, the mayor and city council related to Community Development Block Grant (CDBG) plans and funding.

2.92.020 Membership and terms of office.

(1) Membership. The citizen advisory committee for housing and community development shall consist of nine (9) members who shall serve without compensation, each of whom shall be appointed by the mayor, subject to confirmation by the city council.

(2) Terms of appointment. With respect to the members appointed and confirmed to serve on the committee, the following provisions shall apply:

(a) All members shall reside within the corporate limits of the city.

(b) Appointments shall reflect a balance of interests and should be equally proportionate and contain no more than:

(i) Four (4) members shall represent the following communities, entities, or interests: business, educational, faith, charity, civic, low- and moderate-income persons, persons with disabilities, senior citizens, racially and ethnically diverse populations.

(ii) One (1) member shall be a youth representative of high school age.

(iii) Two (2) members shall be city council members.

(iv) One (1) member shall be a representative of the Marysville planning commission.

(v) One (1) member shall be a representative of the parks and recreation board.

(c) The terms of the members shall be as follows:

(i) Members appointed under subsection 2(b)(i) shall serve three (3) year terms.

(ii) The youth representative shall be appointed to at least a one (1) year term, but may be appointed to as much as a three (3) year term; and

(iii) The council, planning commission and parks and recreation board representatives shall be appointed to a one (1) year term.

(d) If a vacancy is created prior to the expiration of any member's term, the vacancy shall be filled by a person appointed by the mayor, subject to council confirmation. A person so appointed shall serve the remainder of the unexpired term.

(e) The mayor may remove any committee member from office whenever it is deemed to be in the public interest.

2.92.030 Committee organization.

The citizen advisory committee for housing and community development shall annually elect one of its members to serve as chairperson. Each of the members shall have one vote in all business coming before the committee. Five (5) members shall constitute a quorum for the transaction of business. A majority vote of those members present shall be necessary for the adoption or approval of any recommendation. The mayor shall appoint staff to assist the committee in the preparation of those reports and records as are necessary for the proper operation of the committee. The committee shall hold public meetings as necessary, and the notice of the time and place thereof shall be published as required by law and kept in the office of the city clerk.

2.92.040 Advisory duties and responsibilities.

The citizen advisory committee for housing and community development shall have the following advisory duties and responsibilities:

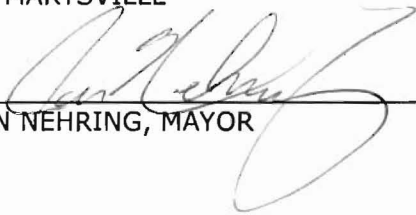
- (1) Evaluation and recommendation of a consolidated plan, and amendments thereto;
- (2) Evaluation and recommendation of an annual action plan, and amendments thereto;
- (3) Evaluation and recommendation on funding requests submitted to the city;
- (4) Review of program performance reports; and
- (5) Perform such other duties as may be requested by the mayor and city council.

Section 2. Severability. 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 word of this ordinance.

Section 3. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council and APPROVED by the Mayor this 14th day of May, 2012.

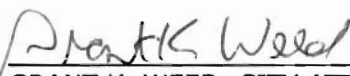
CITY OF MARYSVILLE

By: 
JON NEHRING, MAYOR

Attest:

By: 
SANDY LANGDON, CITY CLERK

Approved as to form:

By: 
GRANT K. WEED, CITY ATTORNEY

Date of Publication: 5/16/12


Effective Date: 5/21/12

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 6, 2014

AGENDA ITEM: Hotel Motel Committee Recommendation	AGENDA SECTION: Mayor's Business	
PREPARED BY: Leah Ingram, Executive Assistant/Analyst 	AGENDA NUMBER:	
ATTACHMENTS:	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Hotel/Motel Committee is required to be appointed annually by Council:

Councilmember Kamille Norton has already been appointed to serve as committee chairperson representing the city.

The following members were appointed on July 28, 2014 by Council:

Jennifer Caveny; Holiday Inn Express
 Carol Kapua; Maryfest, Inc.
 Mary Kirkland; Downtown Merchants Association
 Mr. Charles Lee; Village Motor Inn

It is requested of the Council to approve an alternate committee member appointed to the 2014-2015 committee:

Rachel Ralson; Holiday Inn Express

RECOMMENDED ACTION: Approve Mayor's recommendations for 2014-2015 alternate Hotel/Motel Committee member.

COUNCIL ACTION:
