

Call to Order**Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations****Discussion Items****Approval of Minutes** *(Written Comment Only Accepted from Audience.)*

1. Consider the October 12, 2015 City Council Meeting Minutes

Consent

2. Consider the October 20, 2015 Payroll in the Amount of \$911,039.75; Paid by Check Numbers 29341 through 29370
3. Consider the October 28, 2015 Retro Payroll in the Amount of \$165,489.37; Paid by Check Numbers 29371 through 29481
4. Consider the October 21, 2015 Claims in the amount of \$1,025,981.84; Paid by Check Numbers 103390 through 103566 with No Checks Voided

Review Bids

5. Consider Awarding the JOA Pipeline Cathodic Protection Contract with SRV Construction, Inc. in the Amount of \$125,483.39 including Washington State Sales Tax and Approve a Management Reserve of \$6,500.00 for a Total Allocation of \$131,983.39

Public Hearings

6. Hearing Concerning the Assumption of the Rights, Powers, Immunities, Functions, and Obligations of the Marysville Transportation Benefit District (will be held November 9, 2015)

Consider an **Ordinance** of the City Council of the City of Marysville, Washington Assuming the Rights, Powers, Immunities, Functions, and Obligations of the Marysville Transportation Benefit District, as Authorized by Sections 301 through 307 of Chapter 44 Laws of 2015 3rd Special Session

Marysville City Council Work Session**November 2, 2015****7:00 p.m.****City Hall****Action Item**

14. Consider an **Ordinance** Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and other Property for the Purpose of Widening 1st Street

15. Consider an **Ordinance** Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and other Property for the Purpose of Widening 47th Avenue

New Business

7. Consider the Professional Services Agreement in the amount of \$529,941.00 with BHC Consultants, LLC for Professional Design Services to Upgrade the Wastewater Treatment Plant's Headworks

8. Consider the Memorandum of Understanding with the Marysville School District for Funding Ten Months Salary for Two Assigned School Resource Officers Salaries Inclusive of 9/1/15 and 6/30/18 School Terms

9. Consider Awarding the Community Oriented Policing (COPS) Grant Funds Regarding the Marysville School District for having School Resource Officers in their Schools

10. Consider the Community Beautification Program Grant Review Committee's Recommendation to Award Funding

11. Consider an **Ordinance** of the City of Marysville, Creating a New Chapter 16.24 of the Marysville Municipal Code (MMC) Prohibiting Occupying Properties that Lack Adequate Water or Sewer Service

12. Consider a **Resolution** of the City of Marysville for the Acceptance of a Gift Subject to Conditions

Legal**Mayor's Business**

13. Parks and Recreation Reappointments: Jodi Condyles and Gayle Bluhm

Staff Business**Call on Councilmembers****Executive Session**

A. Litigation

B. Personnel

Work Sessions are for City Council study and orientation – Public Input will be received at the November 9, 2015 City Council meeting.

Marysville City Council Work Session**November 2, 2015****7:00 p.m.****City Hall**

C. Real Estate

Adjourn

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

Index #1

| | |
|---|---------------------------|
| Call to Order/Pledge of Allegiance/Roll Call | 7:00 p.m. |
| Approval of the Agenda | Approved |
| Committee Reports | |
| Presentations | |
| Custody Officer Swearing-in - Nicolai Piffath | Presented |
| Proclamation: Declaring October 2015 as Domestic Violence Awareness Month in Marysville | Presented |
| Marysville/Tulalip Recovery Grant Report | Presented |
| Audience Participation | |
| Approval of Minutes | |
| Approval of the September 14, 2015 City Council Meeting Minutes | Approved |
| Approval of the September 28, 2015 City Council Meeting Minutes | Approved |
| Consent Agenda | |
| Consider Approval of the September 23, 2015 Claims in the Amount of \$903,453.65; Paid by Check Numbers 102798 through 102937 with No Checks Voided | Approved |
| Consider Approval of the September 30, 2015 Claims in the Amount of \$740,001.39; Paid by Check Numbers 102938 through 103119 with No Checks Voided | Approved |
| Consider Approval of the September 18, 2015 Payroll in the Amount of \$1,065,360.05; Paid by Check Numbers 29273 through 29306 | Approved |
| Consider Approval of the Professional Services Agreement with MWH Americas, Inc. in the Amount of \$40,850.00 for Engineering Services | Approved |
| Consider Accepting the Marysville Regional Pond #2 Project, Starting the 45-Day Lien Filing Period for Project Closeout | Approved |
| Consider Approval of the Interlocal Agreement with Snohomish County for Auto Theft Task Force Services | Approved |
| Consider Approval of the Final Plat Map for Allen Creek | Approved |
| Consider Approval of the Sight Distance Easement Associated with the Plat of Allen Creek Park | Approved |
| Consider Approval of the October 5, 2015 payroll in the amount \$1,625,588.74; Paid by Check Numbers 29307 through 29340 | Approved |
| Review Bids | |
| Public Hearings | |
| New Business | |
| Consider the JAG/Byrne Grant Local Funds Award in the Amount of \$11,410.00 to Purchase Equipment for the Police Department | Approved |
| Consider the Project Agreement with the RCO for the Grant Totaling \$342,369.00 through the ALEA Program for Trail Development Adjacent to the Qwuloolt Restoration Project | Approved |
| Consider a Resolution Authorizing Termination and Relinquishment of a City Owned Easement on Private Property | Approved Res. No. 2382 |
| Consider the Correction of Easement for Purposes of Utilizing a City owned Septic System | Approved |
| Mayor's Business | |

| | |
|---|-----------|
| Salary Commission Appointments: Amanda Garlock and Tom King | Approved |
| Staff Business | |
| Call on Councilmembers | |
| Adjournment | 7:43 p.m. |

COUNCIL



DRAFT
MINUTES

Regular Meeting
October 12, 2015

Call to Order / Pledge of Allegiance

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

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 Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Services Manager Tara Mizell, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Planning Assistant Amy Hess, and Recording Secretary Laurie Hugdahl.

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

Committee Reports

None

Presentations

A. Custody Officer Swearing-in

Nicolai Piffath was introduced by Chief Smith and sworn in as a new Custody Officer by Mayor Nehring.

B. Proclamation: Declaring October 2015 as Domestic Violence Awareness Month in Marysville

Mayor Nehring read a Proclamation declaring October 2015 *Domestic Violence Awareness Month in Marysville* and encouraging all residents of Marysville to work together to eliminate domestic violence from our community.

C. Marysville/Tulalip Recovery Grant Report

Parks and Recreation Services Manager Tara Mizell gave a PowerPoint presentation regarding the AEAP (Anti Terrorism and Emergency Assistance) Funding Update. This is a grant the City has been working on over the past year which will assist victims of the Marysville Pilchuck shooting. The total grant will be over \$2 million divided between Marysville Fire District, Marysville PD, PPD – Marysville Area Crisis Support, Volunteers of America, Recovery Committee for the City of Marysville, Tulalip Tribes International Trauma Center, Marysville School District, and Victim Support Services. Ms. Mizell reviewed explained that the grant would primarily provide reimbursement for those expenses already incurred by agencies and individuals as a result of the shooting last year. Some of the funding will go towards providing ongoing services to assist the community. The Walk of Strength will occur on October 24 at the high school. From here on out the focus will be shifting to mental health and looking at the fabric of the community. One upcoming event will be the documentary of the movie, *Paper Tigers*, on November 17. Mayor Nehring thanked Tara Mizell for all her work on this issue and on the Walk of Strength.

Audience Participation

Mark Frank, 8830 - 62 Drive NE, stated he has been working with Marysville Code Enforcement for over a year regarding issues with his neighbors who operate home businesses without home occupancy permits. He expressed concern that there is no Marysville Municipal Code requiring a home occupancy permit. As a result they have had to focus on the side effects of the business. He recommended amending or adding verbiage to Marysville Municipal Code which would specifically require a home occupancy permit when individuals operate a home business out of their house.

CAO Hirashima commented that the business in question has a citation currently before the municipal court. She noted that staff would follow up on this. Councilmember Toyer asked what type of businesses they have. Mr. Frank explained that one is a gymnasium where the owner has converted her garage to a gym with clients very early in the morning and clients exercising out in the street.

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

1. Approval of the September 14, 2015 City Council Meeting Minutes

DRAFT

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the September 14, 2015 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

14. Approval of the September 28, 2015 City Council Meeting Minutes

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve the September 28, 2015 City Council Meeting Minute. **Motion** passed unanimously (6-0) with Councilmember Toyer abstaining.

Consent

2. Consider Approval of the September 23, 2015 Claims in the Amount of \$903,453.65; Paid by Check Numbers 102798 through 102937 with No Checks Voided
3. Consider Approval of the September 30, 2015 Claims in the Amount of \$740,001.39; Paid by Check Numbers 102938 through 103119 with No Checks Voided
4. Consider Approval of the September 18, 2015 Payroll in the Amount of \$1,065,360.05; Paid by Check Numbers 29273 through 29306
6. Consider Approval of the Professional Services Agreement with MWH Americas, Inc. in the Amount of \$40,850.00 for Engineering Services
7. Consider Accepting the Marysville Regional Pond #2 Project, Starting the 45-Day Lien Filing Period for Project Closeout
9. Consider Approval of the Interlocal Agreement with Snohomish County for Auto Theft Task Force Services
- 10A. Consider Approval of the Final Plat Map for Allen Creek
- 10B. Consider Approval of the Sight Distance Easement Associated with the Plat of Allen Creek Park
13. Consider Approval of the October 5, 2015 payroll in the amount \$1,625,588.74; Paid by Check Numbers 29307 through 29340

Motion made by Councilmember Vaughan, seconded by Councilmember Norton, to approve Consent Agenda items 2, 3, 4, 6, 7, 9, 10A, 10B, and 13. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

New Business

5. Consider the JAG/Byrne Grant Local Funds Award in the Amount of \$11,410.00 to Purchase Equipment for the Police Department

Mayor Nehring commented this had been discussed at the work session last week. Chief Smith had no additional comments.

Motion made by Councilmember Stevens, seconded by Councilmember Wright, to approve the JAG/Byrne Grant Local Funds Award in the Amount of \$11,410.00 to Purchase Equipment for the Police Department. **Motion** passed unanimously (7-0).

8. Consider the Project Agreement with the RCO for the Grant Totaling \$342,369.00 through the ALEA Program for Trail Development Adjacent to the Qwuloolt Restoration Project

Mayor Nehring commented this had been discussed at the work session last week. Tara Mizell had no additional comments.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve the Project Agreement with the RCO for the Grant Totaling \$342,369.00 through the ALEA Program for Trail Development Adjacent to the Qwuloolt Restoration Project. **Motion** passed unanimously (7-0).

11. Consider a **Resolution** Authorizing Termination and Relinquishment of a City Owned Easement on Private Property

Director Nielsen stated the water main was built in a different location which makes this easement unnecessary.

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve Resolution No. 2382. **Motion** passed unanimously (7-0).

12. Consider the Correction of Easement for Purposes of Utilizing a City owned Septic System

Director Nielsen explained this is a correction to an easement for Strawberry Fields for the caretakers' house related to the drain field.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to the Correction of Easement for Purposes of Utilizing a City owned Septic System. **Motion** passed unanimously (7-0).

Legal**Mayor's Business**

15. Salary Commission Appointments: Amanda Garlock and Tom King

Motion made by Councilmember Norton, seconded by Councilmember Stevens, to approve the appointment of Tom King to the Salary Commission. **Motion** passed unanimously (7-0).

Motion made by Councilmember Wright, seconded by Councilmember Muller, to approve the appointment of Amanda Garlock to the Salary Commission. **Motion** passed unanimously (7-0).

Other comments from Mayor Nehring:

- Thanks to councilmembers and staff who participated in the waterfront consultant meetings. He thought they were very productive.
- The luncheon for businesses in the communities last week was a great success. It was great to see Lucas, a Parks employee for the City of Marysville, speak at that event.
- He received a letter from the Snohomish County Health District requesting the appointment of a representative for the Board of Health. Councilmember Wright indicated she was willing to continue her service in that capacity.

Motion made by Councilmember Seibert, seconded by Councilmember Stevens, to approve Donna Wright's appointment to the Health Board for 2016. **Motion** passed unanimously (7-0).

Staff Business

Dave Koenig reported that there will be a community meeting on the Lakewood Master Plan on October 21 at the Lakewood Middle School Commons at 5:30.

Chief McFalls thanked Tara Mizell on behalf of the Fire Department for working so well with them and the community this year.

Tara Mizell had no further comments.

Kevin Nielsen:

- Ingraham Blvd. speed limit signs will be changed to 35 next week.
- Chief Smith put on outstanding leadership training for the Public Works Department. He received great feedback from the staff.

Amy Hess had no comments.

Jon Walker had no comments.

Sandy Langdon had no comments.

Chief Smith:

- The Public Works staff was outstanding to work with. Everybody participated very well, and it was exciting to watch everyone grow. It was a pleasure to work with them.
- He is still participating in *No Shave October, November, and December*.
- He is now on Twitter.
- Police are busy and will likely stay busy through the holiday season.
- He also commended Tara Mizell for the work she has done leading the City throughout the recovery process.

Gloria Hirashima:

- Thanks to the Council for participation in the waterfront consultant exercise last week. There will be a community meeting effort coming up.
- She also commended Tara Mizell for her leadership in the Recovery Committee.

Call on Councilmembers

Kamille Norton:

- She asked Director Nielsen to review changes staff is doing on Ingraham to enable them to increase the speed limit. Director Nielsen explained that when you are going up Ingraham you'll be able to do a right-in at the intersection, and a left-in coming down Ingraham.
- She thanked Tara Mizell for her excellent work.

Steve Muller:

- Commended Tara Mizell for her great work.
- Qwuloolt Trail System exercise was a great event.

Rob Toyer had no comments.

Michael Stevens:

- Thanks to Tara Mizell for the important role she has filled in the community over the last year.
- He also enjoyed the planning exercise with the consultant.
- He attended the Planning Association of Washington fall conference last week. He came out of it excited about what the City has planned and will be doing.

Jeff Seibert also thanked Tara Mizell.

Donna Wright:

- Thanks to Tara for the great work she has done in the community.
- She is excited to see what becomes of the waterfront planning efforts.

Jeff Vaughan stated he also enjoyed the planning exercise.

DRAFT

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 7:43 p.m.

Approved this _____ day of _____, 2015.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

| | | |
|---|-----------------|-----|
| 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 October 20, 2015 payroll in the amount \$911,039.75 Check No.'s 29341 through 29370.

COUNCIL ACTION:

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

| | | |
|---|-----------------|-----|
| 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 October 28, 2015 retro payroll in the amount \$165,489.37 Check No.'s 29371 through 29481.

COUNCIL ACTION:

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

| | | |
|---|-----------------|-----|
| 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 **October 21, 2015** claims in the amount of **\$1,025,981.84** paid by **Check No. 103390 through 103566 with no Check No. voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-10

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 **\$1,025,981.84 PAID BY CHECK NO.'S 103390 THROUGH 103566 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 **9th DAY OF NOVEMBER 2015.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DATE: 10/21/2015
TIME: 9:09:23AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/15/2015 TO 10/21/2015

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| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 103390 | REVENUE, DEPT OF | SALES AND USE TAXES-SEPT 2015 | CITY CLERK | 0.22 |
| | REVENUE, DEPT OF | | POLICE ADMINISTRATION | 18.29 |
| | REVENUE, DEPT OF | | GENERAL FUND | 114.73 |
| | REVENUE, DEPT OF | | WATER/SEWER OPERATION | 180.06 |
| | REVENUE, DEPT OF | | INFORMATION SERVICES | 215.04 |
| | REVENUE, DEPT OF | | CITY STREETS | 307.17 |
| | REVENUE, DEPT OF | | PRO-SHOP | 461.24 |
| | REVENUE, DEPT OF | | RECREATION SERVICES | 650.91 |
| | REVENUE, DEPT OF | | ER&R | 1,227.34 |
| | REVENUE, DEPT OF | | STORM DRAINAGE | 5,051.59 |
| | REVENUE, DEPT OF | | GOLF COURSE | 8,866.87 |
| | REVENUE, DEPT OF | | SOLID WASTE OPERATIONS | 20,553.44 |
| | REVENUE, DEPT OF | | UTIL ADMIN | 73,965.54 |
| 103391 | A SHADE ABOVE TINTIN | WINDOW TINTING | POLICE INVESTIGATION | 282.88 |
| | A SHADE ABOVE TINTIN | | POLICE INVESTIGATION | 282.88 |
| | A SHADE ABOVE TINTIN | | POLICE INVESTIGATION | 315.52 |
| | A SHADE ABOVE TINTIN | | POLICE INVESTIGATION | 315.52 |
| 103392 | AHO, VIRGINIA | UB 13153000000 4333 113TH PL | WATER/SEWER OPERATION | 26.63 |
| 103393 | ALBERTSONS | MEETING SUPPLIES | UTIL ADMIN | 15.00 |
| | ALBERTSONS | | UTIL ADMIN | 25.75 |
| 103394 | ALBERTSONS | SPECIAL EVENT SUPPLIES | EXECUTIVE ADMIN | 16.41 |
| | ALBERTSONS | | RECREATION SERVICES | 33.62 |
| | ALBERTSONS | | COMMUNITY EVENTS | 37.46 |
| | ALBERTSONS | | EXECUTIVE ADMIN | 81.96 |
| 103395 | ALLEN, KARI | REFUND CLASS FEES | PARKS-RECREATION | 90.00 |
| 103396 | AM TEST INC | LAB ANALYSIS | WASTE WATER TREATMENT F | 350.00 |
| 103397 | ANGELSHAUG, KATHY | REFUND CLASS FEES | PARKS-RECREATION | 90.00 |
| 103398 | ARAMARK UNIFORM | UNIFORM SERVICE | SMALL ENGINE SHOP | 4.15 |
| | ARAMARK UNIFORM | | SMALL ENGINE SHOP | 4.15 |
| | ARAMARK UNIFORM | | EQUIPMENT RENTAL | 38.83 |
| | ARAMARK UNIFORM | | EQUIPMENT RENTAL | 38.83 |
| 103399 | ARLINGTON, CITY OF | ARL CHRISTIAN SCHOOL USAGE | SOURCE OF SUPPLY | 108.49 |
| 103400 | AVERA, MARY | RENTAL DEPOSIT REFUND | GENERAL FUND | 200.00 |
| 103401 | BANK OF AMERICA | PROFESSIONAL SERVICE REIMBURSE | POLICE ADMINISTRATION | 15.00 |
| 103402 | BANK OF AMERICA | TRAVEL REIMBURSEMENT | POLICE TRAINING-FIREARMS | 40.32 |
| 103403 | BANK OF AMERICA | SUPPLY REIMBURSEMENT | GENERAL FUND | -22.90 |
| | BANK OF AMERICA | | COMMUNITY EVENTS | 283.09 |
| 103404 | BANK OF AMERICA | | FINANCE-GENL | 10.00 |
| | BANK OF AMERICA | | FINANCE-GENL | 45.00 |
| | BANK OF AMERICA | | CITY CLERK | 60.00 |
| | BANK OF AMERICA | | CITY CLERK | 92.47 |
| | BANK OF AMERICA | | FINANCE-GENL | 92.47 |
| 103405 | BANK OF AMERICA | TRAVEL REIMBURSEMENT | POLICE TRAINING-FIREARMS | 356.00 |
| 103406 | BANK OF AMERICA | SUPPLY/TRAVEL REIMBURSEMENT | POLICE ADMINISTRATION | 209.37 |
| | BANK OF AMERICA | | POLICE PATROL | 222.91 |
| | BANK OF AMERICA | | POLICE ADMINISTRATION | 273.00 |
| | BANK OF AMERICA | | POLICE TRAINING-FIREARMS | 376.41 |
| 103407 | BANK OF AMERICA | | COMMUNITY DEVELOPMENT- | 56.00 |
| | BANK OF AMERICA | | EXECUTIVE ADMIN | 256.21 |
| | BANK OF AMERICA | | COMMUNITY DEVELOPMENT- | 317.49 |
| | BANK OF AMERICA | | EXECUTIVE ADMIN | 538.65 |
| 103408 | BANK OF AMERICA | | UTIL ADMIN | 231.74 |
| | BANK OF AMERICA | | EQUIPMENT RENTAL | 471.75 |
| | BANK OF AMERICA | | TRAINING | 565.80 |
| 103409 | BANK OF AMERICA | TRAVEL/TRAINING REIMBURSEMENT | LEGAL - PROSECUTION | 210.00 |
| | BANK OF AMERICA | | LEGAL - PROSECUTION | 402.20 |
| | BANK OF AMERICA | | LEGAL-GENL | 411.83 |
| | BANK OF AMERICA | | LEGAL-GENL | 476.35 |
| 103410 | BANK OF AMERICA | SUPPLY/TRAVEL REIMBURSEMENT | PARK & RECREATION FAC | 43.51 |
| | BANK OF AMERICA | | OPERA HOUSE | 105.18 |
| | BANK OF AMERICA | | PARK & RECREATION FAC | 163.70 |

DATE: 10/21/2015
TIME: 9:09:23AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/15/2015 TO 10/21/2015

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| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 103410 | BANK OF AMERICA | SUPPLY/TRAVEL REIMBURSEMENT | RECREATION SERVICES | 330.00 |
| | BANK OF AMERICA | | RECREATION SERVICES | 342.22 |
| | BANK OF AMERICA | | OPERA HOUSE | 1,121.07 |
| 103411 | BANK OF AMERICA | TRAVEL REIMBURSEMENT | POLICE TRAINING-FIREARMS | 2,254.87 |
| 103412 | BARTL, CRAIG | | POLICE INVESTIGATION | 55.19 |
| 103413 | BERGER/ABAM ENGR | PROFESSIONAL SERVICES | GMA - STREET | 1,291.86 |
| 103414 | BICKFORD FORD | WINDOW SWITCH | EQUIPMENT RENTAL | 67.87 |
| | BICKFORD FORD | BRAKE ROTORS AND BRAKE PADS | ER&R | 443.77 |
| 103415 | BLACK ROCK CABLE INC | I-NET LEASE | CENTRAL SERVICES | 536.93 |
| 103416 | BOYD, RAE | INMATE MEDICAL SERVICES-SEPT 2 | DETENTION & CORRECTION | 1,350.00 |
| 103417 | BROWN, CHRIS | REIMBURSE PARKING | COMPUTER SERVICES | 14.00 |
| 103418 | CALIBRE PRESS, INC. | TRAINING-KIELAND | POLICE TRAINING-FIREARMS | 119.00 |
| 103419 | CAMPBELL, JOSH & NIC | UB 757512000000 7512 50TH PL N | WATER/SEWER OPERATION | 125.72 |
| 103420 | CAPTAIN DIZZYS EXXON | CAR WASHES | COMMUNITY DEVELOPMENT- | 4.50 |
| | CAPTAIN DIZZYS EXXON | | POLICE PATROL | 85.50 |
| 103421 | CARDEN, TIMOTHY & ME | WATER/SEWER CONSERVATION REBAT | UTIL ADMIN | 50.00 |
| 103422 | CARRS ACE | PICK STICK AND HARDWARE | SOLID WASTE OPERATIONS | 32.17 |
| | CARRS ACE | FITTINGS, GLUE, PRIMER AND POW | WATER DIST MAINS | 76.09 |
| | CARRS ACE | PADLOCKS | ER&R | 427.26 |
| 103423 | CENTRAL WELDING SUPP | C02 CYLINDERS | SOURCE OF SUPPLY | 99.53 |
| | CENTRAL WELDING SUPP | SAFETY GLASSES | ER&R | 173.25 |
| 103424 | CHAMPION BOLT | HARDWARE | WATER DIST MAINS | 269.35 |
| 103425 | CHICAGO TITLE INSURA | 1ST STREET IMPROVEMENT PROJECT | GMA - STREET | 546.00 |
| | CHICAGO TITLE INSURA | | GMA - STREET | 546.00 |
| | CHICAGO TITLE INSURA | | GMA - STREET | 546.00 |
| | CHICAGO TITLE INSURA | | GMA - STREET | 546.00 |
| | CHICAGO TITLE INSURA | | GMA - STREET | 546.00 |
| | CHICAGO TITLE INSURA | | GMA - STREET | 546.00 |
| | CHICAGO TITLE INSURA | | GMA - STREET | 546.00 |
| | CHICAGO TITLE INSURA | | GMA - STREET | 546.00 |
| | CHICAGO TITLE INSURA | | GMA - STREET | 546.00 |
| | CHICAGO TITLE INSURA | | GMA - STREET | 546.00 |
| | CHICAGO TITLE INSURA | | GMA - STREET | 546.00 |
| | CHICAGO TITLE INSURA | | GMA - STREET | 546.00 |
| | CHICAGO TITLE INSURA | | GMA - STREET | 546.00 |
| 103426 | CHRONISTER, BRIAN & | UB 091462846000 14628 46TH AVE | WATER/SEWER OPERATION | 192.01 |
| 103427 | CNR INC | MAINTENANCE CONTRACT | COMPUTER SERVICES | 1,358.29 |
| 103428 | CONNER, LARRY | UB 761302550500 7707 78TH PL N | WATER/SEWER OPERATION | 169.50 |
| 103429 | CONSOLIDATED TECH | IGN MONTHLY CHARGE | OFFICE OPERATIONS | 255.45 |
| 103430 | COOKSON, DIANE | RENTAL DEPOSIT REFUND | GENERAL FUND | 300.00 |
| 103431 | CORRECTIONS, DEPT OF | WORK CREW-AUG 2015 | PARK & RECREATION FAC | 59.85 |
| | CORRECTIONS, DEPT OF | | WATER RESERVOIRS | 180.32 |
| | CORRECTIONS, DEPT OF | | ROADSIDE VEGETATION | 492.82 |
| 103432 | COX, SUSAN | UB 651130195001 9808 81ST AVE | WATER/SEWER OPERATION | 32.07 |
| 103433 | CRYSTAL SPRINGS | WATER COOLER RENTAL AND BOTTLE | SOLID WASTE OPERATIONS | 36.45 |
| | CRYSTAL SPRINGS | | SOLID WASTE OPERATIONS | 42.38 |
| | CRYSTAL SPRINGS | | WASTE WATER TREATMENT F | 152.33 |
| | CRYSTAL SPRINGS | | WASTE WATER TREATMENT F | 241.30 |
| 103434 | CYPREXX SERVICES, LL | UB 040687000001 9124 61ST DR N | WATER/SEWER OPERATION | 93.55 |
| 103435 | DELL | LOG SERVER | COMPUTER SERVICES | 4,206.44 |
| 103436 | DIAMOND, MAREN | REFUND CLASS FEES | PARKS-RECREATION | 90.00 |
| 103437 | DORIS MILLER | UB 810970000000 4911 65TH ST N | WATER/SEWER OPERATION | 88.44 |
| 103438 | DREYER, STACEY | TRAVEL REIMBURSEMENT | POLICE TRAINING-FIREARMS | 281.52 |
| 103439 | E&E LUMBER | BLEACH | UTIL ADMIN | 6.88 |
| | E&E LUMBER | FASTENERS | MAINT OF GENL PLANT | 8.16 |
| | E&E LUMBER | HARDWARE | MAINT OF GENL PLANT | 39.97 |
| | E&E LUMBER | PLIERS AND NIPPERS | ROADWAY MAINTENANCE | 41.75 |
| | E&E LUMBER | SPACKLE, COVER, MASKING TAPE A | UTILITY BILLING | 54.87 |
| | E&E LUMBER | TAPE RULERS | ER&R | 86.10 |
| 103440 | EAGLE FENCE | GATE INSTALLATION | TRAFFIC CONTROL DEVICES | 864.97 |
| 103441 | EDGE ANALYTICAL | LAB ANALYSIS | WATER QUAL TREATMENT | 10.50 |
| | EDGE ANALYTICAL | | WATER QUAL TREATMENT | 10.50 |

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| 103450 | FRONTIER COMMUNICATI | PHONE CHARGES | UTILITY BILLING | 62.42 |
| | FRONTIER COMMUNICATI | | WASTE WATER TREATMENT F | 62.42 |
| | FRONTIER COMMUNICATI | | POLICE ADMINISTRATION | 70.22 |
| | FRONTIER COMMUNICATI | | POLICE INVESTIGATION | 70.22 |
| | FRONTIER COMMUNICATI | | ENGR-GENL | 78.02 |
| | FRONTIER COMMUNICATI | | MUNICIPAL COURTS | 85.83 |
| | FRONTIER COMMUNICATI | | OFFICE OPERATIONS | 85.83 |
| | FRONTIER COMMUNICATI | | DETENTION & CORRECTION | 101.43 |
| | FRONTIER COMMUNICATI | | COMMUNITY DEVELOPMENT- | 163.85 |
| | FRONTIER COMMUNICATI | | UTIL ADMIN | 171.65 |
| | FRONTIER COMMUNICATI | | POLICE PATROL | 343.30 |
| 103451 | FULLERTON & ASSOCIAT | 1ST STREET IMPROVEMENT PROJECT | GMA - STREET | 210.00 |
| 103452 | GOBLE SAMPSON ASSOC | PUMP CHLORINE DOSING | PUMPING PLANT | 432.88 |
| 103453 | GOOBY, TERESA | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 103454 | GOVCONNECTION INC | MONITORING EQUIPMENT | SOURCE OF SUPPLY | 977.63 |
| 103455 | GRAINGER | VEST AND STOPWATCH | TRANSPORTATION MANAGEM | 95.09 |
| | GRAINGER | REPAIR KITS | SOURCE OF SUPPLY | 102.06 |
| | GRAINGER | AIR PUMP | SOURCE OF SUPPLY | 410.74 |
| | GRAINGER | PRESSURE WASHER REPAIR | PARK & RECREATION FAC | 880.01 |
| 103456 | GRAY AND OSBORNE | PROFESSIONAL SERVICES | WATER RESERVOIRS | 4,437.62 |
| 103457 | GREEN RIVER CC | CROSS CONNECTION CONTROL-WINEL | UTIL ADMIN | 450.00 |
| 103458 | GRIFFEN, CHRIS | PUBLIC DEFENDER | LEGAL - PUBLIC DEFENSE | 112.50 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 150.00 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 150.00 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 187.50 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 187.50 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 187.50 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 225.00 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 225.00 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 262.50 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 300.00 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 300.00 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 300.00 |
| 103459 | HAACK, TRACEY | REFUND CLASS FEES | PARKS-RECREATION | 80.00 |
| 103460 | HACH COMPANY | NTU METER REPAIR | WASTE WATER TREATMENT F | 847.12 |
| 103461 | HAGGLUND, JEFF | UB 460780000004 5414 144TH PL | WATER/SEWER OPERATION | 52.44 |
| 103462 | HART, MARILYN | REFUND CLASS FEES | PARKS-RECREATION | 17.00 |
| 103463 | HD FOWLER COMPANY | IRRIGATION REPAIR PARTS | PARK & RECREATION FAC | 26.32 |
| | HD FOWLER COMPANY | HOSE CLAMPS | SOURCE OF SUPPLY | 39.17 |
| | HD FOWLER COMPANY | COUPLINGS | STORM DRAINAGE | 65.47 |
| | HD FOWLER COMPANY | | STORM DRAINAGE | 90.08 |
| | HD FOWLER COMPANY | SETTER BALL VALVES | WATER/SEWER OPERATION | 568.53 |
| | HD FOWLER COMPANY | MJ TEE DI | SOURCE OF SUPPLY | 571.81 |
| | HD FOWLER COMPANY | SEWER PIPES AND TEES | SOURCE OF SUPPLY | 2,573.22 |
| 103464 | HENNIG, JEANINE TULL | INSTRUCTOR SERVICES | RECREATION SERVICES | 51.84 |
| | HENNIG, JEANINE TULL | | RECREATION SERVICES | 77.40 |
| | HENNIG, JEANINE TULL | | RECREATION SERVICES | 118.80 |
| | HENNIG, JEANINE TULL | | RECREATION SERVICES | 246.24 |
| 103465 | HERNANDEZ, JAIME & M | UB 761303164101 8011 74TH DR N | WATER/SEWER OPERATION | 104.20 |
| 103466 | I-COM 911 | OVERPAYMENT ON I-COM LEASE AGR | GENL FUND-RENTS & ROYALTY | 413.78 |
| 103467 | INTERSTATE AUTO PART | HEADLIGHTS | ER&R | 197.04 |
| | INTERSTATE AUTO PART | BULBS, FUSES AND TIE STRAPS | EQUIPMENT RENTAL | 271.16 |
| 103468 | J. THAYER COMPANY | OFFICE SUPPLIES | WATER DIST MAINS | 496.39 |
| 103469 | KINNEY, PAUL | REIMBURSE MEALS-TRAINING | TRAINING | 37.19 |
| 103470 | KLEMENTSEN, TORY | INSTRUCTOR SERVICES | RECREATION SERVICES | 63.00 |
| | KLEMENTSEN, TORY | | RECREATION SERVICES | 105.00 |
| | KLEMENTSEN, TORY | | RECREATION SERVICES | 126.00 |
| | KLEMENTSEN, TORY | | RECREATION SERVICES | 157.50 |
| 103471 | KPG, INC PS | PROFESSIONAL SERVICES | GMA - STREET | 693.80 |
| 103472 | LERVICK, YVONNE | REFUND CLASS FEES | PARKS-RECREATION | 15.00 |

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| 103473 | LICENSING, DEPT OF | VEHICLE TITLE FEES | EQUIPMENT RENTAL | 44.75 |
| 103474 | LICENSING, DEPT OF | | EQUIPMENT RENTAL | 44.75 |
| 103475 | LICENSING, DEPT OF | | EQUIPMENT RENTAL | 44.75 |
| 103476 | LICENSING, DEPT OF | | EQUIPMENT RENTAL | 44.75 |
| 103477 | LICENSING, DEPT OF | | EQUIPMENT RENTAL | 44.75 |
| 103478 | LICENSING, DEPT OF | | EQUIPMENT RENTAL | 44.75 |
| 103479 | LITTLE, JIM & JUDY | UB 450560000000 4826 138TH ST | WATER/SEWER OPERATION | 25.00 |
| 103480 | LOWES HIW INC | BOXES | UTILITY BILLING | 22.85 |
| | LOWES HIW INC | PROPANE, TAPE, TUBING AND FITT | WATER FILTRATION PLANT | 24.95 |
| | LOWES HIW INC | BULBS, OUTLET AND COVER | MAINT OF GENL PLANT | 59.45 |
| 103481 | MARYSVILLE, CITY OF | UTILITY SERVICE-1635 GROVE ST | PUBLIC SAFETY BLDG. | 2,225.80 |
| 103482 | MCCAIN TRAFFIC SPLY | MISC LED LIGHTS | TRANSPORTATION MANAGEM | 1,383.97 |
| 103483 | MECHLING, MONTY | REIMBURSE MEAL | ROADWAY MAINTENANCE | 14.00 |
| 103484 | MESSERLY, CONNIE | REIMBURSE WELLNESS RETREAT SUP | PERSONNEL ADMINISTRATIOI | 124.64 |
| 103485 | METAL WERKS INC | HANDRAIL | WASTE WATER TREATMENT F | 408.00 |
| 103486 | MICROFLEX INC | SALES TAX AUDIT PROGRAM-SEPT 2 | FINANCE-GENL | 170.00 |
| 103487 | MOTOR TRUCKS | DIAGNOSE AND REPAIR 2008 INTER | EQUIPMENT RENTAL | 2,034.24 |
| 103488 | NATIONAL BARRICADE | DELINEATORS AND THERMO PADS | TRAFFIC CONTROL DEVICES | 1,409.09 |
| 103489 | NELSON PETROLEUM | BULK OIL | ER&R | 4,037.09 |
| 103490 | NICLAI, CHERYL | REIMBURSE LUNCH EXPENSE | ENGR-GENL | 76.15 |
| 103491 | NORTHSTAR CHEMICAL | SODIUM HYPOCHLORITE | WATER QUAL TREATMENT | 1,350.40 |
| | NORTHSTAR CHEMICAL | | WASTE WATER TREATMENT F | 3,735.10 |
| 103492 | NURNBERG SCIENTIFIC | PH SENSOR CALIBRATION SUPPLIES | WATER QUAL TREATMENT | 203.78 |
| 103493 | OFFICE DEPOT | OFFICE SUPPLIES | COMMUNITY DEVELOPMENT- | 3.48 |
| | OFFICE DEPOT | | ROADWAY MAINTENANCE | 5.36 |
| | OFFICE DEPOT | | UTIL ADMIN | 6.76 |
| | OFFICE DEPOT | | ROADWAY MAINTENANCE | 13.49 |
| | OFFICE DEPOT | | PURCHASING/CENTRAL STOF | 15.21 |
| | OFFICE DEPOT | | ROADWAY MAINTENANCE | 15.33 |
| | OFFICE DEPOT | | ENGR-GENL | 44.26 |
| | OFFICE DEPOT | | UTIL ADMIN | 52.37 |
| | OFFICE DEPOT | | EXECUTIVE ADMIN | 58.14 |
| | OFFICE DEPOT | | ENGR-GENL | 112.59 |
| | OFFICE DEPOT | MICR TONER | FINANCE-GENL | 397.01 |
| | OFFICE DEPOT | WORK FIT STATIONS | SOURCE OF SUPPLY | 955.26 |
| 103494 | OLIVERS, COLIN | REIMBURSE CONFERENCE EXPENSES | LEGAL-GENL | 616.68 |
| 103495 | ORZECZOWSKI, JUSTIN | UB 100020000000 9215 46TH DR N | WATER/SEWER OPERATION | 174.29 |
| 103496 | PAC RIM CODE SERVICE | PLAN REVIEW | COMMUNITY DEVELOPMENT- | 1,500.00 |
| 103497 | PACIFIC PLUMBING | END CAPS | MAINT OF GENL PLANT | 68.90 |
| 103498 | PALAIOS, RAQUEL | REFUND CLASS FEES | PARKS-RECREATION | 70.00 |
| 103499 | PALITZ, JUSTIN | REIMBURSE MEALS-TRAINING | TRAINING | 33.05 |
| 103500 | PARTS STORE, THE | CONNECTOR CREDIT | EQUIPMENT RENTAL | -25.85 |
| | PARTS STORE, THE | | EQUIPMENT RENTAL | -8.62 |
| | PARTS STORE, THE | TERMINALS | SMALL ENGINE SHOP | 4.03 |
| | PARTS STORE, THE | HEADLIGHTS | SMALL ENGINE SHOP | 10.01 |
| | PARTS STORE, THE | CONNECTOR | EQUIPMENT RENTAL | 34.47 |
| | PARTS STORE, THE | DOUBLE BACK TAPE | EQUIPMENT RENTAL | 76.18 |
| | PARTS STORE, THE | SPARK PLUGS, CAP, ROTOR AND WI | EQUIPMENT RENTAL | 82.80 |
| | PARTS STORE, THE | BRAKE ROTORS AND BRAKE PADS | EQUIPMENT RENTAL | 147.55 |
| 103501 | PETROCARD SYSTEMS | FUEL CONSUMED | ENGR-GENL | 57.88 |
| | PETROCARD SYSTEMS | | EQUIPMENT RENTAL | 58.22 |
| | PETROCARD SYSTEMS | | FACILITY MAINTENANCE | 135.94 |
| | PETROCARD SYSTEMS | | COMMUNITY DEVELOPMENT- | 201.26 |
| | PETROCARD SYSTEMS | | PARK & RECREATION FAC | 758.35 |
| | PETROCARD SYSTEMS | | GENERAL SERVICES - OVERH | 2,098.27 |
| | PETROCARD SYSTEMS | | SOLID WASTE OPERATIONS | 2,823.23 |
| | PETROCARD SYSTEMS | | MAINT OF EQUIPMENT | 3,504.54 |
| | PETROCARD SYSTEMS | | POLICE PATROL | 5,205.08 |
| 103502 | PETTY CASH- PW | REIMBURSE TITLE LICENSE FEES | EQUIPMENT RENTAL | 40.75 |
| | PETTY CASH- PW | | EQUIPMENT RENTAL | 44.75 |
| | PETTY CASH- PW | | EQUIPMENT RENTAL | 44.75 |

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| 103502 | PETTY CASH- PW | REIMBURSE TITLE LICENSE FEES | EQUIPMENT RENTAL | 44.75 |
| 103503 | PGC INTERBAY LLC | PROFESSIONAL SERVICES | MAINTENANCE | 22.47 |
| | PGC INTERBAY LLC | | MAINTENANCE | 113.81 |
| | PGC INTERBAY LLC | | GOLF ADMINISTRATION | 200.00 |
| | PGC INTERBAY LLC | | GOLF COURSE | 290.30 |
| | PGC INTERBAY LLC | | GOLF ADMINISTRATION | 371.08 |
| | PGC INTERBAY LLC | | MAINTENANCE | 449.86 |
| | PGC INTERBAY LLC | | GOLF ADMINISTRATION | 713.35 |
| | PGC INTERBAY LLC | | GOLF ADMINISTRATION | 776.88 |
| | PGC INTERBAY LLC | | MAINTENANCE | 1,226.37 |
| | PGC INTERBAY LLC | | GOLF ADMINISTRATION | 1,363.72 |
| | PGC INTERBAY LLC | | MAINTENANCE | 3,248.60 |
| | PGC INTERBAY LLC | | GOLF COURSE | 4,084.00 |
| | PGC INTERBAY LLC | | MAINTENANCE | 4,505.36 |
| 103504 | PHELPS TIRE CO INC. | TIRES | EQUIPMENT RENTAL | 1,642.08 |
| 103505 | PITTS, KELLY | SWAT TRAINING REIMBURSEMENT | POLICE TRAINING-FIREARMS | 142.86 |
| 103506 | PLATT ELECTRIC | PVC CREDIT | PUMPING PLANT | -121.06 |
| | PLATT ELECTRIC | BATTERY AND WIRE STRIPPER | SOURCE OF SUPPLY | 19.25 |
| | PLATT ELECTRIC | GARBAGE CAN AND HARDWARE | FACILITY MAINTENANCE | 78.25 |
| | PLATT ELECTRIC | PARKING LOT LIGHTS | WASTE WATER TREATMENT F | 79.77 |
| | PLATT ELECTRIC | HEX WRENCHES | WATER QUAL TREATMENT | 107.28 |
| | PLATT ELECTRIC | TIMERS | WASTE WATER TREATMENT F | 132.59 |
| | PLATT ELECTRIC | BULBS | PUBLIC SAFETY BLDG. | 138.39 |
| | PLATT ELECTRIC | | WASTE WATER TREATMENT F | 138.39 |
| | PLATT ELECTRIC | CHANNEL LOCKS, ZIP TIES AND CO | WASTE WATER TREATMENT F | 183.45 |
| | PLATT ELECTRIC | TIMERS | WASTE WATER TREATMENT F | 189.01 |
| 103507 | PORTER, ANDREW | INSTRUCTOR SERVICES | COMMUNITY CENTER | 108.00 |
| 103508 | PUD | ACCT #2011-4209-8 | PARK & RECREATION FAC | 7.44 |
| | PUD | ACCT #2051-9537-3 | PARK & RECREATION FAC | 15.69 |
| | PUD | ACCT #2020-1181-3 | PUMPING PLANT | 17.79 |
| | PUD | ACCT #2009-7395-6 | SEWER LIFT STATION | 22.20 |
| | PUD | ACCT #2000-6146-3 | PARK & RECREATION FAC | 22.33 |
| | PUD | ACCT #2005-0161-7 | TRANSPORTATION MANAGEM | 24.48 |
| | PUD | ACCT #2004-4880-1 | TRANSPORTATION MANAGEM | 40.32 |
| | PUD | ACCT #2035-0002-0 | STREET LIGHTING | 42.90 |
| | PUD | ACCT #2025-2469-0 | PUMPING PLANT | 48.13 |
| | PUD | ACCT #2022-9424-5 | SEWER LIFT STATION | 49.36 |
| | PUD | ACCT #2023-0330-1 | SEWER LIFT STATION | 58.13 |
| | PUD | ACCT #2016-2888-0 | WASTE WATER TREATMENT F | 87.55 |
| | PUD | ACCT #2052-3773-8 | TRAFFIC CONTROL DEVICES | 94.57 |
| | PUD | ACCT #2052-3927-0 | TRAFFIC CONTROL DEVICES | 97.51 |
| | PUD | ACCT #2032-9121-6 | GENERAL SERVICES - OVERH | 110.37 |
| | PUD | ACCT #2013-4666-5 | SEWER LIFT STATION | 215.83 |
| | PUD | ACCT #2019-0963-7 | SEWER LIFT STATION | 257.02 |
| | PUD | ACCT #2015-8728-4 | WASTE WATER TREATMENT F | 388.52 |
| | PUD | ACCT #2016-7563-4 | WASTE WATER TREATMENT F | 431.31 |
| | PUD | ACCT#2021-7733-3 | MAINT OF GENL PLANT | 623.86 |
| | PUD | ACCT #2000-2187-1 | COURT FACILITIES | 1,107.03 |
| | PUD | ACCT #2016-1747-9 | ADMIN FACILITIES | 1,121.26 |
| | PUD | ACCT #2016-3968-9 | MAINT OF GENL PLANT | 1,249.79 |
| 103509 | RAILROAD MANAGEMENT | SEWER PIPELINE CROSSING | UTIL ADMIN | 176.86 |
| 103510 | RONGERUDE, JOHN | PUBLIC DEFENDER | LEGAL - PUBLIC DEFENSE | 300.00 |
| 103511 | ROYCE, KEITH | UB 849000644000 7620 65TH DR N | WATER/SEWER OPERATION | 162.70 |
| 103512 | RRJ COMPANY LLC | PAY ESTIMATE #4 | GMA-STREET | -23,092.94 |
| | RRJ COMPANY LLC | | GMA - STREET | 461,858.73 |
| 103513 | RYAN HERCO PRODUCTS | MISC VALVES | WATER FILTRATION PLANT | 207.23 |
| 103514 | SANDBLASTERS INC | SAND BLAST BACKBOARD | PARK & RECREATION FAC | 246.16 |
| 103515 | SEATTLE TIMES, THE | EMPLOYMENT AD | ENGR-GENL | 425.00 |
| 103516 | SELECTIVE TREE | TREE REMOVAL | SEWER MAIN COLLECTION | 979.20 |
| 103517 | SENTINEL OFFENDER SE | LOST/STOLEN/DAMAGED DEVICE | GENERAL FUND | -79.20 |
| | SENTINEL OFFENDER SE | | DETENTION & CORRECTION | 979.20 |

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| 103518 | SHERWIN WILLIAMS | TRAFFIC PAINT | TRAFFIC CONTROL DEVICES | 245.59 |
| 103519 | SIEMER, HUNTER | UB 765718760000 5718 76TH AVE | WATER/SEWER OPERATION | 105.20 |
| 103520 | SIMPLIFIED PROPRTIE | UB 200480000002 4910 135TH PL | WATER/SEWER OPERATION | 124.17 |
| 103521 | SKAGIT PLUMBING | CAPPED OFF WATER AND WASTE LIN | PARK & RECREATION FAC | 163.20 |
| 103522 | SMYTHE, CURRY | UB 450560000000 4826 138TH ST | WATER/SEWER OPERATION | 274.96 |
| 103523 | SNAP-ON INCORPORATED | DYE INJECTION KIT | EQUIPMENT RENTAL | 223.04 |
| 103524 | SNO CO TREASURER | SRDTF JAG GRANT CONTRIBUTIONS | DRUG ENFORCEMENT | 16,528.00 |
| 103525 | SONITROL | SECURITY SERVICES | UTIL ADMIN | 133.00 |
| | SONITROL | | COMMUNITY CENTER | 142.00 |
| | SONITROL | | PUBLIC SAFETY BLDG. | 160.00 |
| | SONITROL | | PARK & RECREATION FAC | 249.00 |
| | SONITROL | | MAINT OF GENL PLANT | 286.00 |
| | SONITROL | | ADMIN FACILITIES | 333.00 |
| | SONITROL | | WASTE WATER TREATMENT F | 491.26 |
| 103526 | SOUND SAFETY | JACKETS AND OVERALLS | ER&R | 187.94 |
| | SOUND SAFETY | TSHIRTS | ER&R | 221.19 |
| 103527 | SOUTHERN COMPUTER | PRINTER | COMPUTER SERVICES | 352.02 |
| | SOUTHERN COMPUTER | PC MEMORY REPLACEMENTS | COMPUTER SERVICES | 353.53 |
| | SOUTHERN COMPUTER | OFFICE PRO 2016 | COMPUTER SERVICES | 367.20 |
| | SOUTHERN COMPUTER | HEADSETS | FINANCE-GENL | 451.39 |
| 103528 | STAPLES | OFFICE SUPPLIES | COMPUTER SERVICES | 15.22 |
| | STAPLES | | COMPUTER SERVICES | 44.59 |
| | STAPLES | | WATER DIST MAINS | 73.96 |
| | STAPLES | | WATER DIST MAINS | 217.58 |
| | STAPLES | CHAIRS | LEGAL - PROSECUTION | 371.42 |
| 103529 | STEVENS, MICHAEL A. | REIMBURSE CONFERENCE EXPENSES | CITY COUNCIL | 182.85 |
| 103530 | STORK PROPERTIES, LL | UB 933530000000 1818 7TH ST | WATER/SEWER OPERATION | 25.69 |
| 103531 | STRATEGIES 360 | PROFESSIONAL SERVICES | WASTE WATER TREATMENT F | 1,050.00 |
| | STRATEGIES 360 | | GENERAL SERVICES - OVERH | 1,050.00 |
| | STRATEGIES 360 | | UTIL ADMIN | 1,400.00 |
| 103532 | SUNRISE ENVIRONMENT | CLEANER | TRANSPORTATION MANAGEM | 57.54 |
| 103533 | SURVEYMONKEY, INC | SURVEYMONKEY RENEWAL | PERSONNEL ADMINISTRATIO | 150.00 |
| | SURVEYMONKEY, INC | | EXECUTIVE ADMIN | 150.00 |
| 103534 | SWICK-LAFAVE, JULIE | REIMBURSE JAIL SUPPLIES | DETENTION & CORRECTION | 19.13 |
| 103535 | TALMADGE-FITZPATRICK | LEGAL SERVICES | NON-DEPARTMENTAL | 9.00 |
| | TALMADGE-FITZPATRICK | | WASTE WATER TREATMENT F | 27.00 |
| 103536 | TAYLOR, DANIEL | UB 090680000000 5122 91ST PL N | WATER/SEWER OPERATION | 48.59 |
| 103537 | THYSSENKRUPP ELEVATO | PREVENTATIVE MAINTENANCE | PUBLIC SAFETY BLDG. | 212.23 |
| | THYSSENKRUPP ELEVATO | | ADMIN FACILITIES | 212.23 |
| 103538 | TORRES, LISA & JAVIE | UB 781270000003 6132 59TH ST N | WATER/SEWER OPERATION | 70.26 |
| 103539 | TOURAY, MUSTAPHA | UB 094909148000 4909 148TH ST | WATER/SEWER OPERATION | 40.46 |
| 103540 | TRANSCO GROUP | PROFESSIONAL SERVICES | GMA - STREET | 887.50 |
| 103541 | TYCO INTEGRATED | REFUND ELEC PERMIT FEES | COMMUNITY DEVELOPMENT | 150.00 |
| 103542 | UNITED PARCEL SERVIC | SHIPPING EXPENSE | SEWER LIFT STATION | 1.61 |
| | UNITED PARCEL SERVIC | | TRANSPORTATION MANAGEM | 16.64 |
| | UNITED PARCEL SERVIC | | POLICE PATROL | 40.62 |
| | UNITED PARCEL SERVIC | | WASTE WATER TREATMENT F | 44.55 |
| 103543 | USA BLUEBOOK | TOOL KIT, PLIERS AND SCREWDRIV | WATER SERVICE INSTALL | 300.52 |
| 103544 | UTILITIES UNDERGROUN | EXCAVATION NOTICES | UTILITY LOCATING | 417.34 |
| 103545 | VANDERMOLLEN, HEIDI | REFUND CLASS FEES | PARKS-RECREATION | 63.00 |
| 103546 | VILLINES, CHELSY | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 103547 | WADE, WENDY | REIMBURSE TRAVEL EXPENSES | POLICE TRAINING-FIREARMS | 116.15 |
| 103548 | WALKER, JON | MILEAGE REIMBURSEMENT | LEGAL-GENL | 182.85 |
| 103549 | WASTE MANAGEMENT | YARDWASTE/RECYCLE SERVICE | RECYCLING OPERATION | 109,728.53 |
| 103550 | WASTE MANAGEMENT | RECYCLE PILOT | RECYCLING OPERATION | 2,562.25 |
| | WASTE MANAGEMENT | | RECYCLING OPERATION | 2,603.87 |
| 103551 | WATAI | MEMBERSHIP DUES-MCSHANE | POLICE INVESTIGATION | 60.00 |
| 103552 | WATSON-JONES, ALICIA | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 103553 | WCIA | WCIA TRAINING-HIRASHIMA | EXECUTIVE ADMIN | 50.00 |
| 103554 | WELCH, STEVEN | UB 984730010000 4730 SUNNYSIDE | WATER/SEWER OPERATION | 110.87 |
| 103555 | WEST PAYMENT CENTER | WEST INFORMATION CHARGES | LEGAL - PROSECUTION | 704.26 |

DATE: 10/21/2015
TIME: 9:09:23AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 8

FOR INVOICES FROM 10/15/2015 TO 10/21/2015

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 103556 | WESTERN DETENTION | AR MOGUL KEYS | PUBLIC SAFETY BLDG. | 158.30 |
| 103557 | WESTERN PETERBILT | BRAKE KIT CREDIT | EQUIPMENT RENTAL | -101.11 |
| | WESTERN PETERBILT | CORE REFUND | EQUIPMENT RENTAL | -39.17 |
| | WESTERN PETERBILT | | EQUIPMENT RENTAL | -39.17 |
| | WESTERN PETERBILT | CORE CHARGE | EQUIPMENT RENTAL | 39.17 |
| | WESTERN PETERBILT | | EQUIPMENT RENTAL | 39.17 |
| | WESTERN PETERBILT | BRAKE KIT | EQUIPMENT RENTAL | 101.11 |
| | WESTERN PETERBILT | BRAKE DRUM AND BRAKE KIT | EQUIPMENT RENTAL | 295.79 |
| 103558 | WESTERN SYSTEMS | HARDWARE, TUBES SENSOR AND CAB | TRANSPORTATION MANAGEM | 3,700.65 |
| 103559 | WETZEL, JAKE | REIMBURSE MEALS-TRAINING | TRAINING | 24.64 |
| 103560 | WHITNEY EQUIPMENT CO | MAINTENANCE BAR SCREENS | WASTE WATER TREATMENT F | 2,026.40 |
| 103561 | WIDE FORMAT COMPANY | MAINTENANCE AGREEMENT KIP PRIN | UTIL ADMIN | 106.62 |
| 103562 | WIERSMA, ALEX | SWAT TRAINING REIMBURSEMENT | POLICE TRAINING-FIREARMS | 78.30 |
| 103563 | WINDLAND, MARK | UB 846823860000 6823 86TH AVE | WATER/SEWER OPERATION | 25.01 |
| 103564 | WOOD, JAIME & JOHN | UB 038302820000 8302 82ND AVE | WATER/SEWER OPERATION | 16.94 |
| 103565 | WOODS, KYLE | REIMBURSE TOOL PURCHASE | ENGR-GENL | 384.38 |
| 103566 | YAMAHA MOTOR CORP | GOLF CART LEASE | PRO-SHOP | 2,428.80 |

WARRANT TOTAL:

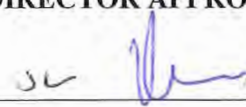
1,025,981.84

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

Index #5

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

| | |
|--|--|
| AGENDA ITEM: Contract Award – JOA Pipeline Cathodic Protection | |
| PREPARED BY: Ryan Morrison, Project Engineer | DIRECTOR APPROVAL:  |
| DEPARTMENT: Engineering | |
| ATTACHMENTS: Certified Bid Tabulation, Vicinity Map | |
| BUDGET CODE: 40220594.563000, W1405 | AMOUNT: \$125,483.39 |

SUMMARY:

The JOA Pipeline Cathodic Protection project will replace significant portions of the existing cathodic protection system on approximately 5 miles of the JOA pipeline.

The existing cathodic protection system was analyzed by Kennedy/Jenks Consulting and several areas were determined to be reaching their limit of useful service. The installation of approximately 96 – 60 pound magnesium anodes will continue to protect the water line from corrosion.

The project was advertised for an October 22, 2015 bid opening. The City received two bids as shown on the attached bid tabulation. The low bidder was SRV Construction, Inc. at \$125,483.39. The engineer's estimate was \$105,000. References have been checked and found to be satisfactory.

| | |
|-------------------------------|--------------|
| Contract (includes sales tax) | \$125,483.39 |
| Management Reserve | \$6,500.00 |
| Total | \$131,983.39 |

| |
|---|
| RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the JOA Pipeline Cathodic Protection contract with SRV Construction, Inc. in the amount of \$125,483.39 including Washington State Sales Tax and approve a management reserve of \$6,500.00 for a total allocation of \$131,983.39. |
|---|

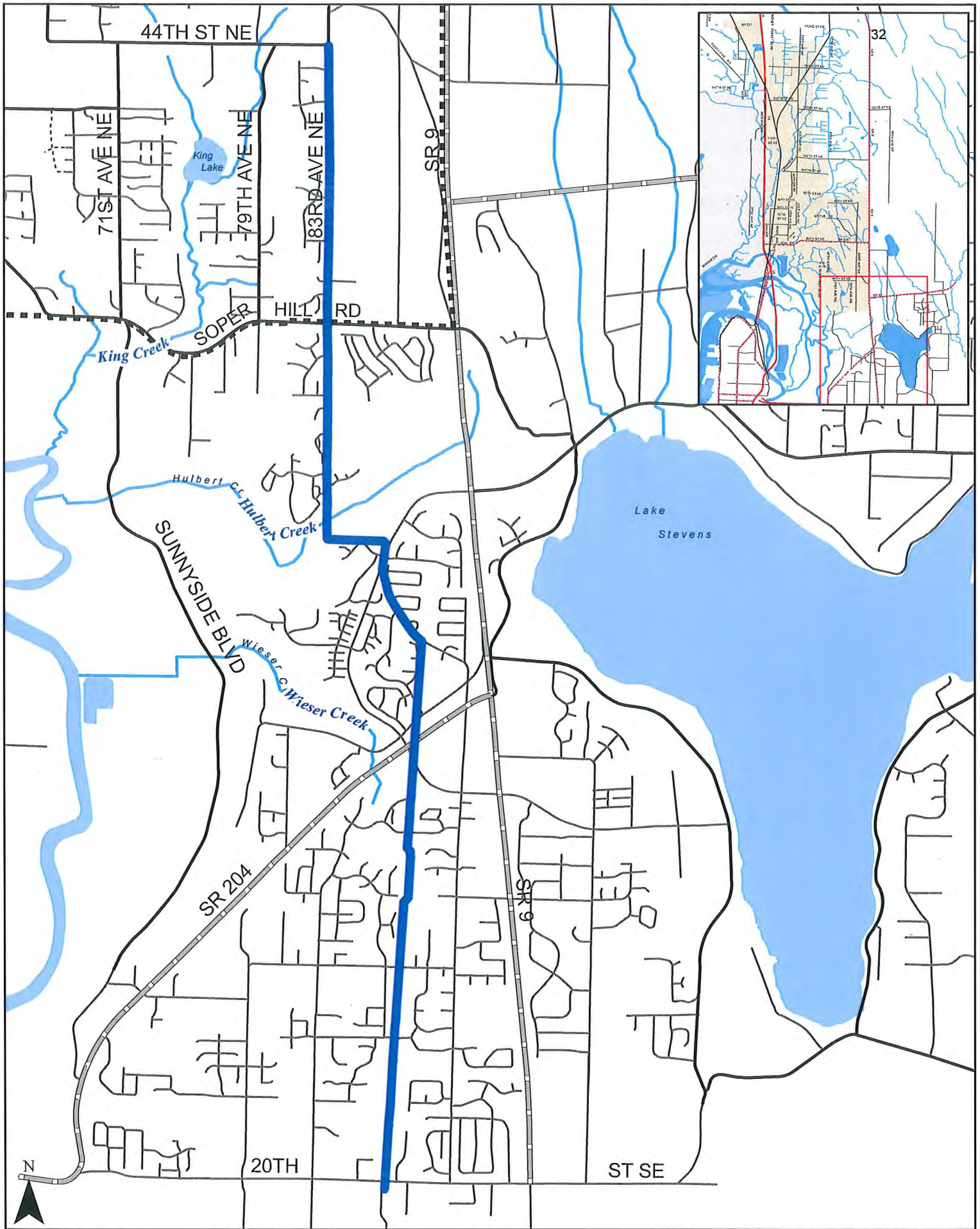


JOA Pipeline Cathodic Protection Certified Bid Tab

10/22/2015

| Section Item | Description | Quantity | Units | Engineer's Estimate | | Apparent Low Bid | | Award Construction, Inc. | |
|---------------------------|-------------------------|----------|-------|---------------------|---------------------|---------------------------------|---------------------|--------------------------|---------------------|
| | | | | Unit Prices | Total Price | SRV Construction Unit Prices | Total Price | Unit Prices | Total Price |
| 1-04.4 1 | Minor Change | LS | 1 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| 1311S 2 | JOA Cathodic Protection | LS | 1 | \$91,507.35 | \$91,507.35 | \$110,334.00 | \$110,334.00 | \$158,500.00 | \$158,500.00 |
| CONSTRUCTION TOTAL | | | | | \$96,507.35 | | \$115,334.00 | | \$163,500.00 |
| SALES TAX @ 8.8% | | | | | \$8,492.65 | | \$10,149.39 | | \$14,388.00 |
| | | | | | \$105,000.00 | | \$125,483.39 | | \$177,888.00 |





Vicinity Map



Printed: October, 2015

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Index #6

CITY OF MARYSVILLE
ORDINANCE No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON ASSUMING THE RIGHTS, POWERS, IMMUNITIES, FUNCTIONS, AND OBLIGATIONS OF THE MARYSVILLE TRANSPORTATION BENEFIT DISTRICT, AS AUTHORIZED BY SECTIONS 301 THROUGH 307 OF CHAPTER 44 LAWS OF 2015 3RD SPECIAL SESSION

WHEREAS, on January 13, 2014, the City Council adopted Ordinance 2938 establishing the Marysville Transportation Benefit District and adopting a new chapter 12.06 of the municipal code; and

WHEREAS, during the third special session of the 2015 legislative session the legislature passed and the governor signed 2ESSB 5987, which became effective July 15, 2015, as chapter 44 Laws of 2015 3rd Special Session; and

WHEREAS, sections 301 through 307 of chapter 44 Laws of 2015 3rd Special Session constitute a new chapter in Title 36 RCW, but have not yet been codified;

WHEREAS, chapter 44 Laws of 2015 3rd Special Session sections 301 through 307 authorize a city to assume the rights, powers, functions, immunities, and obligations of a transportation benefit district that has boundaries coterminous with the boundaries of the city; and

WHEREAS, the boundaries of the Marysville Transportation Benefit District are coterminous with the boundaries of the City of Marysville; and

WHEREAS, by Resolution No. 2383, the Council scheduled a public hearing to take testimony as to whether assuming the rights, powers, immunities, functions, and obligations of the Marysville Transportation Benefit District would be in the public interest or welfare; and

WHEREAS, notice of the public hearing was posted on the city's website and published twice in the Everett Herald, a daily newspaper published in Snohomish County, Washington, and was published in the Marysville Globe; and

WHEREAS, the public hearing was held on November 2, 2015; and

WHEREAS, after the public hearing the City Council determined that assuming the rights, powers, immunities, functions, and obligations of the Marysville Transportation Benefit District would be in the public interest and welfare; and

WHEREAS, after the public hearing and determination of public interest, the City Council voted to assume the rights, powers, immunities, functions, and obligations of the Marysville Transportation Benefit District; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MARYSVILLE AS FOLLOWS:

Section 1. Findings. The City Council makes the following findings in support of its actions:

1. During the third special session of the 2015 legislative session the legislature passed and the governor signed 2ESSB 5987, which became effective July 15, 2015, as chapter 44 Laws of 2015 3rd Special Session.
2. Sections 301 through 307 of 2ESSB 5987 authorize a city to assume the rights, powers, functions, immunities, and obligations of a transportation benefit district that has boundaries coterminous with the boundaries of the city.
3. The Marysville Transportation Benefit District was created by the City Council when it adopted Ordinance 2938 on January 13, 2014, and adopted a new chapter 12.06 of the municipal code.
4. The boundaries of the Marysville Transportation Benefit District are coterminous with the boundaries of the City of Marysville.
5. On February 3, 2014, the City of Marysville (City) and the Marysville Transportation District (TBD) executed an interlocal agreement setting forth the obligations of the TBD, the undertakings to be performed by the City, and providing that all streets and transportation infrastructure preserved, maintained, or constructed with TBD funds would remain the property of the City.
6. On May 27, 2014, the City and the TBD executed a second interlocal agreement whereby the City would provide short-term funding to the TBD of \$600,000.00 and providing that the TBD would repay the funding at \$200,000 per year plus interest beginning on March 1, 2015.
7. In accordance with the interlocal agreements, the City has provided staff to perform the operations of the TBD since its inception.
8. In accordance with RCW 36.73.020, the City Council has acted as the governing authority of the TBD.
9. The TBD approved Resolution 2014-01 that placed a measure on the ballot to ask voters to authorize a 0.2% sales tax to fund transportation projects. Voters approved the measure on April 22, 2014.
10. On May 5, 2014, the TBD Board adopted Resolution No. 2014-4, approving a material change policy.
11. The TBD has approved budgets for 2014 and 2015 and funded various transportation projects in Marysville.

12. The City’s assumption of the rights, powers, functions, immunities, and obligations of the TBD will significantly simplify the administration of the TBD and is in the public interest and will promote the general welfare.

Section 2. Assumption of the Marysville Transportation Benefit District.

There City hereby assumes all rights, powers, immunities, functions, and obligations of the Marysville Transportation Benefit District and by this action of the Marysville Transportation Benefit District will cease to exist as a separate entity. The short-term funding referred to in section 6 of the findings will be repaid to the city budget fund that provided the funding to the TBD.

Section 3. Amendment of Municipal Code.

The municipal code is amended as set forth in Exhibit “A.”

Section 4. 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 5. 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 November 2015.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
APRIL O’BRIEN, DEPUTY CITY CLERK

Approved as to from:

By _____
JON WALKER, CITY ATTORNEY

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

EXHIBIT A

Chapter 12.06 MARYSVILLE TRANSPORTATION BENEFIT DISTRICT

Sections:

[12.06.010](#) ~~Establishing Assumption of powers and functions of~~ transportation benefit district.

~~[12.06.020](#)—Governing board.~~

~~[12.06.030](#)—[12.06.020](#) Functions of the district and Authority.~~

~~[12.06.040](#)—[12.06.020](#) Transportation improvements funded.~~

~~[12.06.050](#)—Dissolution of district.~~

12.06.010 ~~Establishing Assumption of powers and functions of~~ transportation benefit district.

~~As authorized by chapter 44 Laws of 2015 3rd Special Session sections 301 through 307 and 2ESSB 5987, as now enacted or hereafter amended, all rights, powers, immunities, functions, and obligations that were possessed and exercised by the Marysville Transportation Benefit District are vested in the City of Marysville.~~

~~The city will at all times act in conformance with chapter 36.73 RCW and chapter 44 Laws of 2015 3rd Special Session sections 301 through 307, as now enacted or hereafter amended, and all actions taken pursuant to the authority conferred on a transportation benefit district will be specifically identified. There is created a transportation benefit district to be known as the “Marysville transportation benefit district” or “district,” with geographical boundaries comprised of the corporate limits of the city as they currently exist or as they may exist following future annexations. (Ord. 2938 § 2, 2014).~~

12.06.020 ~~Governing board. Functions and Authority~~

~~(1) The governing board (“board”) of the transportation benefit district shall be the Marysville city council acting in an ex officio and independent capacity, which shall have the authority to exercise the statutory powers set forth in Chapter [36.73](#) RCW. The board shall be known as the “Marysville transportation benefit district board.”~~

~~(2) The treasurer of the transportation benefit district shall be the city finance director.~~

~~(3) The board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW [36.73.160\(1\)](#). At a minimum, if~~

~~a transportation improvement exceeds its original cost by more than 20 percent, as identified in the district's original plan, a public hearing shall be held to solicit public comment regarding how the cost change should be resolved.~~

~~(4) The board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2). (Ord. 2938 § 2, 2014).~~

~~12.06.030 Functions of the district.~~

~~(1)~~

~~(2)~~ The ~~district board~~city council may authorize a vehicle tax fee of up to \$20.00 per vehicle as provided for by RCW 82.80.140. Any expansion of the ~~purposes~~ authorized ~~purposes of the district~~by chapter 36.73 RCW shall be undertaken only after notice, hearing and adoption of an ordinance in accordance with RCW 36.73.050(2)(b) or a vote of the people pursuant to RCW 36.73.065(3).

~~(23)~~ When authorized by the voters pursuant to the requirements of Chapter 36.73 RCW, other taxes, fees, charges and tolls or increases in these revenue services may be assessed for the preservation, maintenance and operations of city streets. Additional transportation improvements may be added in accordance with chapter 36.73 RCW~~to the functions of the district upon compliance with the requirements of said chapter.~~

~~(3) The board shall have and exercise all powers and functions provided by Chapter 36.73 RCW to fulfill the functions of the district. (Ord. 2938 § 2, 2014).~~

~~12.06.040-030~~ Transportation improvements funded.

The funds generated by ~~any taxes, fees, charges, or tolls authorized by the city council under the authority granted by chapter 36.73 RCW~~ the transportation benefit district shall be used for transportation improvements that preserve, maintain and operate the existing transportation infrastructure of the city, consistent with the requirements of ~~Chapter~~chapter 36.73 RCW, and may include but shall not be limited to "transportation improvements" as defined in RCW 36.73.015(4). The funds may be utilized for any lawful purpose under the chapter; but all funds raised through ~~the TBD~~the authority granted in chapter 36.73 RCW shall be expended only for such preservation, construction, maintenance and operation in accordance with the provisions of ~~Chapter~~chapter 36.73 RCW as the same exists or is hereafter amended. The funds expended ~~by the district~~ shall preserve, maintain and operate the city's previous investments in the transportation infrastructure, reduce the risk of transportation facility failure, improve safety, continue the cost-effectiveness of the city's infrastructure investments, and continue the optimal performance of the transportation system. Additional

transportation improvement projects may be funded only after compliance with the provisions of RCW [36.73.050](#)(2)(b) following notice, public hearing and enactment of an authorizing ordinance. (Ord. 2938 § 2, 2014).

~~12.06.050 Dissolution of district.~~

~~The transportation benefit district shall be automatically dissolved when all indebtedness of the district has been retired and when all of the district's anticipated responsibilities have been satisfied. Street preservation, maintenance and operation are ongoing, long term obligations of the city. Pursuant to RCW [36.73.050](#) and [36.73.170](#), the district shall automatically dissolve when all indebtedness of the district has been retired and anticipated responsibilities have been satisfied, but in no event without further action of the Marysville city council shall the district extend more than 20 years from the effective date of this chapter. (Ord. 2938 § 2, 2014).~~

CITY CLERK

**Notice of Public Hearing
Before the Marysville City Council**

Notice is hereby given that the Marysville City Council will hold a Public Hearing at 7:00 p.m., on Monday, November 9, 2015 in the Council Chambers of Marysville City Hall located at 1049 State Avenue, Marysville, Washington.

The purpose of the public hearing is to take testimony as to whether the Marysville City Council assuming the rights, powers, immunities, functions, and obligations of the Marysville Transportation Benefit District would be in the public interest or welfare.

Any person may appear at the hearing and be heard in support of or opposition to this proposal. Additional information may be obtained at the Marysville City Clerk's Office, 1049 State Avenue, Marysville, Washington 98270, (360) 363-8000.

The City of Marysville

April O'Brien
Deputy City Clerk

Dated: October 27, 2015

Published: The Marysville Globe: October 31, 2015 and November 7, 2015
The Herald of Everett: October 31, 2015 and November 1, 2015

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

**THIS NOTICE IS NOT TO BE REMOVED, MUTILATED OR
CONCEALED IN ANY WAY BEFORE DATE OF HEARING.**

Index #14

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

| | |
|---|---------------------------|
| AGENDA ITEM: 1 st Street Properties – Condemnation Ordinance | |
| PREPARED BY: Tonya Miranda, Interim Executive Assistant | DIRECTOR APPROVAL: |
| DEPARTMENT: Executive | |
| ATTACHMENTS: Ordinance and Exhibit “A” Legal Description | |
| BUDGET CODE: | AMOUNT: N/A |

SUMMARY:

City staff will soon be initiating the acquisition of several parcels of property located on 1st Street for the purpose of future construction of a 1st Street bypass. A future bypass will be necessary to provide additional vehicular capacity on 1st Street.

Fair market value compensation will be offered to the property owners in accordance with a recently completed property appraisal. If the City and the property owners cannot reach a mutually agreeable settlement, the enclosed ordinance will allow the City to exercise eminent domain for the acquisition of property through condemnation proceedings.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to approve the Ordinance authorizing the condemnation, appropriation and acquisition of the identified properties along 1st Street for the purpose of a 1st Street bypass.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON
AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING,
DAMAGING AND ACQUISITION OF LAND AND OTHER PROPERTY FOR THE
PURPOSE OF WIDENING 1ST STREET

WHEREAS, the City Council of the City of Marysville (hereinafter the "City") finds as follows:

1. Public safety, convenience, use and necessity demand the acquirement of several parcels of property, to wit: 100 State Avenue; 1508, 1510, 1518, 1526, 1604, 1612, 1614, 1624, 1632, and 1702 1st Street, Marysville, Washington.

2. The City has conducted engineering studies and has determined that it will be necessary to acquire the properties, as described in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference, as it is necessary to widen 1st Street to facilitate the City's need for a 1st Street bypass.

3. The entire cost of the acquisition provided by this ordinance shall be paid by the following funds of the City:

GENERAL FUND

or such other general funds of the City as may be provided by law.

4. The City may be unable to agree with the property owners upon the compensation to be paid for the **EXHIBIT "A"** property.

5. The City has authority pursuant to RCW Chapter 8.12 to acquire, if necessary, title to real property for public purposes. Improvement of the City's road system is a public purpose.

6. The proposed improvement is to provide additional vehicular capacity on 1st Street for the 1st Street bypass.

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

1. The City is hereby authorized to condemn, appropriate, take and damage the real properties described in **EXHIBIT A** hereto, together with all rights appurtenant thereto, including access where applicable.

2. The use of the properties described in **EXHIBIT "A"** will be for the widening of 1st Street, which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

3. All lands, rights, privileges and other property lying within the limits of the lands described in **EXHIBIT "A,"** as the legal may be amended, together with all rights appurtenant thereto, including access where applicable, are hereby authorized to be condemned, appropriated, taken and damaged for the purpose of improving and widening a part of the city's road system.

4. All lands, rights, privileges and other properties are to be taken, damaged and appropriated only after just compensation has been made, or paid into the court for the owners thereof in the manner provided by law.

5. The cost of the acquisition provided for by this ordinance shall be paid by the following funds of the City:

GENERAL FUND

or such other general funds of the City as may be provided by law.

6. The City's attorneys should be and hereby are authorized and directed to begin and prosecute the actions and proceedings in a manner provided by law to carry out the provisions of this ordinance, and to enter into settlements to mitigate damages.

PASSED by the City Council and APPROVED by the Mayor this _____ day of October, 2015.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
Deputy City Clerk

Approved as to form:

By _____
JON WALKER, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT "A"

100 State Avenue: Section 33 Township 30 Range 05 Quarter NW - D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 008 D-01 - LOTS 6 & 7 EXC RD R/W TO CITY OF MAR PER SWD REC UND AFN 200303271715

1508 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 008 D-00 - LOT 5

1510 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 008 D-00 - LOT 4

1518 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 008 D-02 - LOT 2 LESS E 10FT

1526 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 008 D-00 LOT 1 TGW E 10FT LOT 2

1604 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 007 D-00 - LOTS 6 & 7

1612 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 007 D-00 - LOT 5

1624 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 007 D-00 - W 40 FT LOT 2

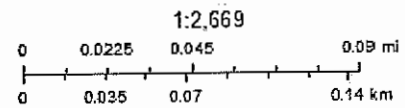
1632 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 007 D-00 - LOT 1 TGW E 10 FT LOT 2

1702 1st Street: SEC 33 TWP 30 RGE 05RT-4-1) BAAP 540 FT S OF 1/4 COR ON N LNSEC TH W 58.2 FT M/L TO E BDY ALDER ST TH S 120 FT TH E 79.4 FT TH N 120 FT TH W 21.2FT TO TPB LESS N 15FT FOR RD



October 26, 2015

- Site addresses
- Parcels
- Railroad
- MUNICIPALITY
- PRIVATE
- RAILROAD
- SNOHOMISH COUNTY
- STATE OF WASHINGTON
- Streets
- Trails
- Arlington airport
- Water bodies



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Index #15

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

| | |
|--|---------------------------|
| AGENDA ITEM: 6032 47 th Avenue NE Property – Condemnation Ordinance | |
| PREPARED BY: Tonya Miranda, Interim Executive Assistant | DIRECTOR APPROVAL: |
| DEPARTMENT: Executive | |
| ATTACHMENTS: Ordinance and Exhibit “A” Legal Description | |
| BUDGET CODE: | AMOUNT: N/A |

SUMMARY:

City staff will soon be initiating the acquisition of 6032 47th Avenue NE for the purpose of widening and providing additional vehicular capacity on 47th Avenue in connection with the 1st Street bypass project. Engineering studies have been conducted and determined that the location of the property is required to accommodate the preferred route to connect the 1st Street bypass with SR 528.

Fair market value compensation will be offered to the property owners in accordance with a recently completed property appraisal. If the City and the property owners cannot reach a mutually agreeable settlement, the enclosed ordinance will allow the City to exercise eminent domain for the acquisition of property through condemnation proceedings.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to approve the Ordinance authorizing the condemnation, appropriation and acquisition of 6032 47th Avenue NE for the purpose of a 1st Street bypass.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON
AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING,
DAMAGING AND ACQUISITION OF LAND AND OTHER PROPERTY FOR THE
PURPOSE OF WIDENING 47TH AVENUE

WHEREAS, the City Council of the City of Marysville (hereinafter the "City") finds as follows:

1. Public safety, convenience, use and necessity demand the acquirement of property for the widening of 47th Avenue.
2. The City has conducted engineering studies in connection with the 1st Street bypass and has determined that it will be necessary to acquire the property, as described in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference, as it is the preferred route to facilitate the City's need to connect the 1st Street bypass with SR 528.
3. The entire cost of the acquisition provided by this ordinance shall be paid by the following funds of the City:

GENERAL FUND

or such other general funds of the City as may be provided by law.

4. The City may be unable to agree with the property owner upon the compensation to be paid for the **EXHIBIT "A"** property.
5. The City has authority pursuant to RCW Chapter 8.12 to acquire, if necessary, title to real property for public purposes. Improvement of the City's road system is a public purpose.
6. The proposed improvement is to provide additional vehicular capacity on 47th Avenue which is necessitated by the 1st Street bypass.

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

1. The City is hereby authorized to condemn, appropriate, take and damage the real property described in **EXHIBIT "A"** hereto, together with all rights appurtenant thereto, including access where applicable.
2. The use of the property described in **EXHIBIT "A"** will be for the widening of 47th Avenue, which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

3. All lands, rights, privileges and other property lying within the limits of the land described in **EXHIBIT "A,"** as the legal may be amended, together with all rights appurtenant thereto, including access where applicable, are hereby authorized to be condemned, appropriated, taken and damaged for the purpose of improving and widening a part of the city's road system.

4. All lands, rights, privileges and other properties are to be taken, damaged and appropriated only after just compensation has been made, or paid into the court for the owners thereof in the manner provided by law.

5. The cost of the acquisition provided for by this ordinance shall be paid by the following funds of the City:

GENERAL FUND

or such other general funds of the City as may be provided by law.

6. The City's attorneys should be and hereby are authorized and directed to begin and prosecute the actions and proceedings in a manner provided by law to carry out the provisions of this ordinance, and to enter into settlements to mitigate damages.

PASSED by the City Council and APPROVED by the Mayor this _____ day of October, 2015.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
Deputy City Clerk

Approved as to form:

By _____
JON WALKER, City Attorney

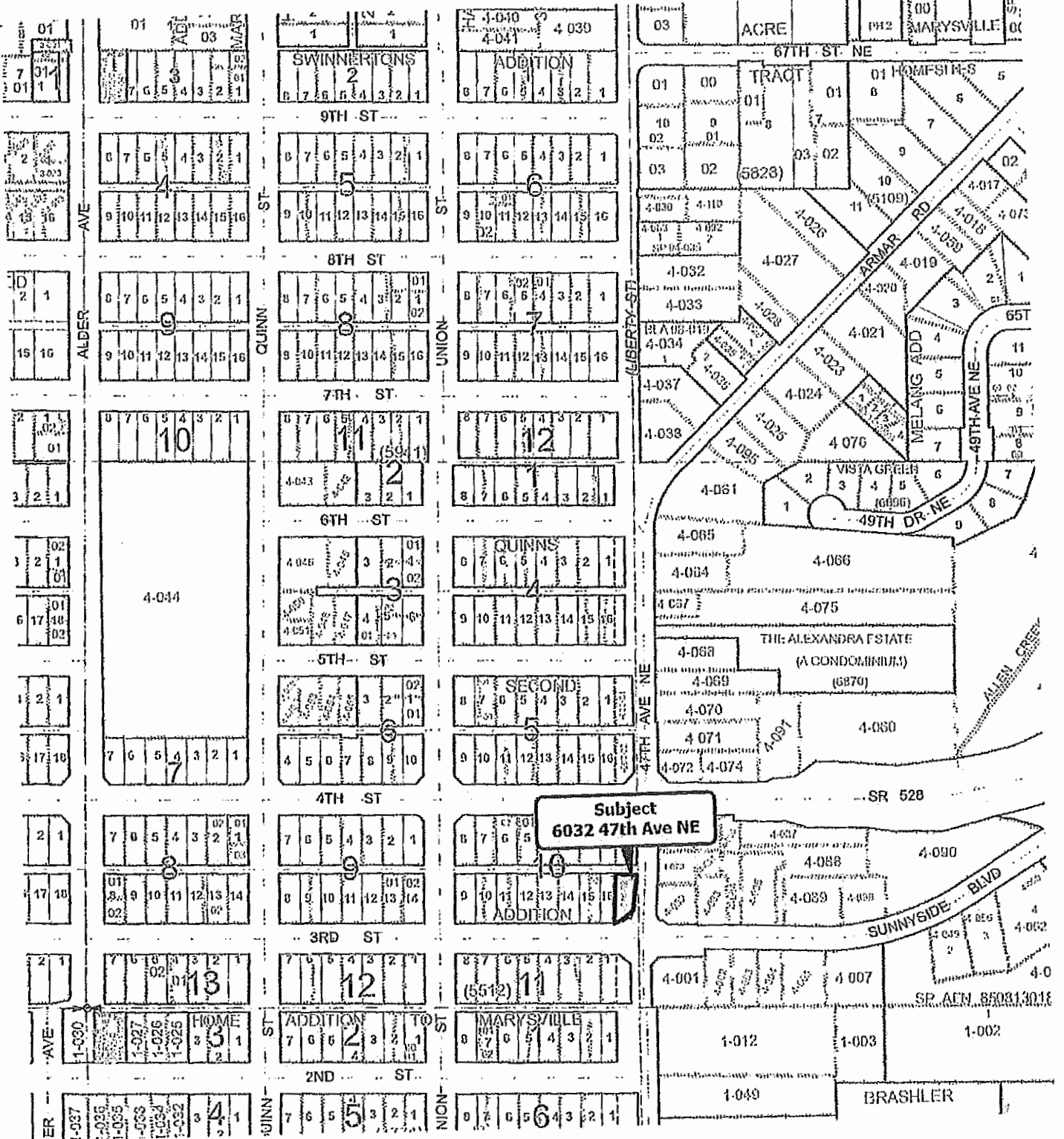
Date of Publication: _____

Effective Date (5 days after publication): _____

Legal Description Map

Parcel ID:
Legal Description:

00551201001602
MAP OF QUINNS 2ND ADD TO MARYSVILLE BLK 010 D-02 - LOT 16 EXC W 35FT & TH PTN
LAND INCL VAC LIBERTY ST LY BTW E LN LOT 16 BLK 10 QUINNS 2ND ADD TO MARYS & W LN
CO RD LESS PTN TO CITY MYRSVL LY E OFFDL BEG AT SE COR SW1/4 SE1/4 TH N01*01 15E
ALG E LN SD SUB 340FT TO TPB TH S04*40 59W 135.22FT M/L TO N LN THIRD ST PER SWD
REC VOL 1797 PG 466 AF NO 8307080186 & LESS ADDL R/W TO CITY OF MAR PER SWDREC
AFN 200706080962




Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

| | |
|---|---|
| AGENDA ITEM: Wastewater Treatment Plant Headworks Retrofit Project — Professional Services Agreement with BHC Consultants, LLC for professional design services to upgrade the Plant's Headworks | |
| PREPARED BY: Patrick Gruenhagen, Project Manager DEPARTMENT: Engineering | DIRECTOR APPROVAL:  |
| ATTACHMENTS: • Professional Services Agreement | |
| BUDGET CODE: 40220594.563000 S1503 | AMOUNT: \$529,941.00 |

SUMMARY:

The City's Wastewater Treatment Plant Headworks Retrofit project proposes to move forward with design and eventual construction of necessary improvements to the headworks which will result in more efficient Plant operation, improved odor control, and reduced need for day-to-day maintenance.

The City recently issued a Request for Proposals and subsequently interviewed four (4) professional design consultants in anticipation of beginning work on the project. Those firms under consideration included Gray & Osborne, Tetra Tech, Wilson Surveying & Engineering, and BHC Consultants. While all firms' presentations were well thought out and persuasive, the City's selection committee ultimately concluded that BHC was uniquely-qualified and able to perform the work at hand.

The attached Professional Services Agreement outlines the scope of services to be provided by BHC, as well as the underlying improvements that the City intends to advance over the course of the project. Staff believes that the negotiated fee of \$529,941.00 is fair and reasonable, and that Marysville will be well-served by contracting with BHC for this particular project.

| |
|---|
| <p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign and execute the attached Professional Services Agreement in the amount of \$529,941.00 with BHC Consultants, LLC.</p> |
|---|

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BHC CONSULTANTS
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 **BHC Consultants**, a Washington LLC (“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 consisting of **preliminary and final design, permitting assistance, and preparation of contract bid documents for planned improvements to the City’s Wastewater Treatment Plant (WWTP) Headworks**, 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 at such time that the City issues Notice to Proceed to the Consultant and shall terminate at midnight, **June 1, 2017**. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. The Agreement is subject to RCW 4.24.115 and, in the event that a court of competent jurisdiction determines that liability for damages arising out of bodily injury to persons or damages to property was caused by or resulted 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. Best's 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 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:

Rolluda Architects

Perteet

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 **\$529,941.00** 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:

**Patrick Gruenhagen, Project Manager
City of Marysville Public Works
80 Columbia Avenue
Marysville, WA 98270**

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

**Tom Giese, Jr., Project Engineer
BHC Consultants
950 Pacific Avenue, Suite 710
Tacoma, WA 98402**

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 November, 2015.

CITY OF MARYSVILLE

BHC CONSULTANTS, LLC

By _____
Jon Nehring, Mayor

By _____
Name, Title:

Approved as to form:

Jon Walker, City Attorney

Exhibit A Scope of Work

City of Marysville WWTP Headworks Retrofit Project

Statement of Understanding

The City of Marysville (City) has selected BHC Consultants, LLC (BHC) to prepare bid documents for the Wastewater Treatment Plant (WWTP) Headworks Retrofit Project. The primary purposes for this project were identified in the 2011 Sewer Comprehensive Plan, as follows:

- Correct deficiencies with the Parshall flume influent flow measurement
- Replace the existing headworks mechanical bar screens, including the associated corroded electrical/control conduit and equipment, with new screens having a smaller opening size for improved capture of material and debris.

The City has identified the following additional improvements for consideration as part of this project to improve operations and performance:

- Replace the existing screenings washer/compactor, which is old and prone to freezing during cold weather, with a new unit that includes protection from freezing.
- Replace the Trunk A Palmer-Bowlus flume.
- Repair the Trunk A overflow pipeline.
- Provide a permanent hoisting method for removal of the influent screw pump motors and gearboxes.
- Cover the open channels and headworks equipment to contain odors and provide ducting and equipment to collect and treat foul air pulled from within the covered areas of the headworks.
- Rehabilitate the screw pumps.
- Retrofit actuators on the slide gates used to isolate the screen channels.
- Add drains to the screen channels.
- Construct a larger and enclosed area for a higher capacity screenings dumpster.
- Improve grit holding capacity in the screw pump sumps and/or provide grit pockets in the screening channels.
- Improve access for collection of influent grab samples.
- Install VFDs for the influent screw pumps and program automated control of these pumps based on level.

This Scope of Work for engineering services includes preliminary design, final design and bidding services for the WWTP Headworks Retrofit Project. Because the scope of design will not be fully defined until completion of the preliminary design, this Scope of Work includes a number of optional tasks that have a reasonable probability of being required, depending on the scope of improvements being considered. Any construction support services related to this project would be provided through an amendment to the original agreement.

Schedule

BHC will undertake to complete the Scope of Work based on the milestones listed below, assuming notice-to-proceed is provided by early November 2015.

- Completion of the Draft Preliminary Design Technical Memorandum by the end of March 2016.

- Completion of the final bid documents by the end of December 2016.
- Project bidding and award in first quarter of 2017.

Budget

The budget for this Scope of Work includes \$390,995 for the base Scope of Work and an additional \$138,946 in contingency for optional tasks identified herein for a total budget of \$529,941. BHC will be compensated on a time and materials basis per the attached budget estimate. Compensation shall not exceed the budgeted amount without prior authorization from the City. Contingency allocated for the optional tasks shall not be utilized unless approved by the City. Each optional task shall be limited to the scope identified herein and allocated budget, unless otherwise authorized by the City.

Scope of Services

Tasks for the Scope of Work include the following:

Task 1 – Project Management and Quality Control

- 1.1 Project setup and invoicing, communications with the City, and overall project planning and coordination.
- 1.2 Internal quality control reviews of each submittal and deliverable to the City.
- 1.3 Conduct a constructability review of the 50% submittal.

Receivables:

- Invoicing requirements, as applicable, from the City.

Deliverables:

- Invoices.

Task 2 – Preliminary Design

- 2.1 Alternatives for consideration during preliminary design will be as follows:
 - a) Identify up to three viable alternatives for replacement of the existing screens. Alternatives for consideration will be selected based on suitability for this application and availability of desired features and/or function based on feedback from the City during the predesign kickoff workshop.
 - b) Identify up to three viable alternatives for treatment of odors. Alternatives for consideration will be selected based on suitability for this application and availability of desired features and/or function based on feedback from the City during the predesign kickoff workshop.
 - c) For the Parshall flume, consider replacement or nesting a smaller flume.
 - d) For hoisting, consider a monorail or large davit crane.
 - e) For grit holding capacity, consider enlarging holding in the screw pump sumps and/or adding grit pockets in the screening channels.
 - f) For covering the screw pump channels, consider a building enclosure versus channel covers.
- 2.2 Develop improvement concepts for the other improvements, which will not involve multiple alternatives. Confirm these concepts with the City in the predesign kickoff workshop. After the improvement concepts are confirmed, develop costs associated with each.
- 2.3 Identify the closest comparable installations for each mechanical screen type selected for evaluation. Provide contact information to the City, so that the City may arrange and conduct site visits.
- 2.4 Evaluate and compare the alternatives identified above. The comparison will be based on cost (capital and O&M) and appropriate non-cost factors. Provide initial recommendations of improvement alternatives based on results of the comparisons and verify with the City during the alternatives evaluation workshop.

- 2.5 Develop an initial prioritized and itemized list of improvements and associated costs for the headworks retrofit project. Discuss and confirm the prioritization of improvements with the City and select those improvements that will be proposed for design during the alternatives evaluation workshop.
- 2.6 Evaluate the hydraulics associated with the proposed improvements to confirm additional modifications are not required to convey peak flows through the headworks with the proposed improvements in place. This evaluation will also consider the impact of rerouting the filter backwash discharge from the West Trunk Pump Station to the complete-mixed cells of the lagoons. Prepare hydraulic profile drawing.
- 2.7 Develop a process schematic drawing for the proposed improvements and prepare a preliminary site layout drawing.
- 2.8 Determine the scope of electrical and controls work associated with the proposed improvements.
- 2.9 Develop process and instrumentation diagrams (P&IDs) and preliminary control narratives for the proposed improvements.
- 2.10 Develop a preliminary opinion of probable construction cost, which will reflect a Class 4 estimate (applicable for 1% to 15% design) as defined by the American Association of Cost Engineers (AACE) with an expected accuracy range of -20% to +30%.
- 2.11 Develop a preliminary list of equipment, type and preferred manufacturers and a preliminary construction phasing approach.
- 2.12 Identify permits that will likely be required for the project. BHC will prepare a project specific SEPA checklist for the City and the City will be responsible for conducting the SEPA review process. BHC will assist the City with responding to technical related comments received during the review period.
- 2.13 Prepare a preliminary design technical memorandum summarizing the recommendations associated with this task and critical design parameters and considerations. A draft of the technical memorandum will be submitted to the City for review. Comments from the City collected during the preliminary design review workshop will be incorporated into a final version of the technical memorandum.

Receivables:

- Information as requested on existing equipment, structures, electrical and control requirements and existing control system.
- Consolidated comments on the draft preliminary design technical memorandum.

Deliverables:

- List and contact information for local installations.
- Summary of information from local installation site visits.
- Draft and final preliminary design technical memorandum including hydraulic profile, process schematic, preliminary site layout, P&IDs, control narratives, opinion of probable construction cost, and preliminary equipment list.
- SEPA checklist.

Task 3 – Site Investigations

- 3.1 BHC will conduct site visits to take field measurements, photographs, gather information from City staff, and verify existing conditions and equipment compared to record drawings. Two site visits (2 hours each) with three representatives from BHC for each are assumed.
- 3.2 BHC's structural engineer will review the geotechnical report that was prepared for the nearby decant facility to use as a guideline for work associated with creating a larger and enclosed screenings dumpster holding area and other incidental structural improvements.
- 3.3 BHC will subcontract with a surveyor to perform a topographic site survey of the project area. The scope of services for the topographic site survey will include the following:
 - a) The site survey work will cover an area of approximately 50,000 square feet around the existing headworks structure located at the northeast corner of the WWTP.

- b) Prior to performing survey work, the surveyor will designate and mark known conductible buried utilities using standard APWA colors and perform a sweep of the survey area in an attempt to identify unknown utilities.
 - c) The surveyor will establish horizontal (NAD83[2011] Washington North Zone State Plane coordinate system) and vertical control (NAVD 88) necessary for the topographic survey.
 - d) The site survey will locate all above ground features such as trees, fences, visible and identified buried utilities including inverts (where possible) as well as other significant natural and man-made details necessary to develop a 1' contour model of the site.
 - e) The site survey will include spot elevations at critical locations identified by BHC.
 - f) The surveyor will prepare a scale drawing in AutoCAD format using standard APWA symbols and point listing in a text file. Following review by BHC Consultants, LLC (BHC), the surveyor will make revisions as necessary to the drawing.
- 3.4 **OPTIONAL** – If the proposed improvements require more substantial structural work, a geotechnical investigation will need to be conducted to determine appropriate structural design parameters. Additionally, if the proposed structural or civil work requires significant excavation and earthwork, a cultural resources survey will need to be conducted. It is expected that excavation and earthwork will likely be constrained to areas of fill. Therefore, it is assumed that no historical properties will be impacted and not archaeological sites encountered. As a result, it is assumed that the cultural resources investigation should not have to go beyond preparation of an EZ-1 form and the associated approval process. It is also assumed that federal funds will not be utilized for this project, such that Section 106 will not supersede Governor's Executive Order 05-05. Should both or either of the geotechnical or cultural resources investigations be deemed necessary, the City will contract separately with a geotechnical engineer and/or archeologist to perform those services. However, BHC's effort to help coordinate these site investigations is included as an optional work item.

Receivables:

- Existing available site survey, geotechnical and cultural resources information for areas within or immediately surrounding the WWTP site.

Deliverables:

- Topographic survey of the area surrounding the WWTP headworks in AutoCAD.

Task 4 – Permitting

- 4.1 BHC will provide technical input to assist the City with preparing a Stormwater Pollution Prevention Plan, which is limited to the hours budgeted for this particular task work item. Preparation and submittal of an application for coverage under the Construction Stormwater General Permit will be deferred to construction.
- 4.2 BHC will provide technical input to the City to support preparation of applications for and responding to inquiries from other permitting agencies. BHC's permitting support is limited to the hours budgeted for this particular task work item. The City will prepare all permit applications (aside from the Construction Stormwater General Permit), function as the point of contact, and be responsible for securing those permits.
- 4.3 BHC will submit 90% design documents to the Washington State Department of Ecology (Ecology) and to the appropriate City departments for review and approval. Comments received from Ecology will be discussed during the Ecology review meeting, addressed in the final bid documents, and a list of responses to Ecology and City department comments prepared and submitted to Ecology and the City departments for verification that the manner in which the comments were addressed are acceptable.

Receivables:

- City building department, fire department and electrical review comments.

Deliverables:

- Ecology and City design review package, including structural calculations if necessary.
- Responses to Ecology and City department review comments.

Task 5 – Project Workshops and Meetings

- 5.1 Preliminary design kickoff workshop – Up to four representatives from BHC will attend the kickoff workshop. The purpose of this workshop will be to discuss scope and schedule, review the identified viable alternatives, discuss and confirm screening of alternatives, discuss and confirm criteria for evaluation of alternatives and discuss and confirm concepts for other improvements.
- 5.2 Alternatives evaluation workshop – Up to three representatives from BHC will attend the alternatives evaluation workshop. The purpose of this workshop will be to review results of the alternative evaluations, select alternatives for implementation and develop an initial prioritized and itemized list of selected improvements.
- 5.3 Preliminary design review workshop – Up to two representatives from BHC will attend this workshop. The purpose of this workshop is to collect and discuss comments from the City on the draft preliminary design technical memorandum.
- 5.4 Design kickoff workshop – Up to four representatives from BHC will attend this workshop. The purpose of this workshop will be to discuss any modifications to scope and schedule, review the basis of design, discuss scheduling and coordination of site investigation activities, review preliminary equipment list and manufacturers used as basis of design and review additional information needs.
- 5.5 50% design review workshop – Up to three representatives from BHC will attend this workshop. The purpose of this workshop will be to collect and discuss comments from the City on the 50% design submittal, review the opinion of probable construction cost, and determine if any adjustments need to be made to the scope of design.
- 5.6 90% design review workshop – Up to three representatives from BHC will attend this workshop. The purpose of this workshop will be to collect and discuss comments from the City on the 90% design submittal, review the opinion of probable construction cost, and determine if any adjustments need to be made to the scope of design.
- 5.7 Ecology review meeting – Up to two representatives from BHC will attend this meeting. The purpose of this meeting will be to review and discuss comments from the Ecology on the 90% design submittal.
- 5.8 Public Works Committee Meeting – BHC will assist the City with preparation of materials for presentation of the project at a Public Works Committee meeting. The effort is limited to the budget allocated for this item and does not include time for attendance at the meeting.
- 5.9 Pre-Bid meeting – Up to two representatives from BHC will attend this meeting. BHC will conduct an initial overview of the project and field questions from bidders. BHC will also help lead a tour of the headworks facility following the meeting.

Receivables:

- None.

Deliverables:

- Meeting/workshop agendas.
- Meeting/workshop minutes.
- Public Works Committee Meeting presentation materials

Task 6 – Preparation of Bid Documents

- 6.1 BHC will conduct internal project team coordination meetings every other week to coordinate design tasks, communicate progress and identify information needs. The project manager will also coordinate efforts between disciplines and facilitate exchange of information.
- 6.2 The 50% design drawings will consist of:
 - a) Title sheet, drawing index, abbreviations, symbols and notes, process schematic, design criteria and hydraulic profile.
 - b) Existing site plan, new site plan and yard piping plan.
 - c) Structural notes and plans.
 - d) Architectural plan, if necessary.
 - e) Mechanical plans and major sections.
 - f) Electrical site plan and one-line diagram.
 - g) Process and instrumentation diagrams.
- 6.3 The 50% specifications will consist of a table of contents and drafts of major equipment specifications and the control narratives in CSI format. These CSI formatted specifications (Divisions 1 – 17) will be referenced and included as Special Provisions to the Standard Specifications by WSDOT that the City uses in the final bid documents.
- 6.4 The 50% opinion of probable construction cost will reflect a Class 2 estimate (applicable for 30% to 75% design) as defined by the AACE with an expected accuracy range of -10% to +15%.
- 6.5 The 90% design drawings will incorporate comments on the 50% drawings and consist of the following additional drawings:
 - a) Erosion control plan and details.
 - b) Civil details.
 - c) Structural sections and details.
 - d) Architectural sections, details and schedules, if necessary.
 - e) Mechanical details and remaining sections.
 - f) Electrical schematic diagrams, MCC elevation, conduit and wire schedules, panel schedules, power and signal plan, lighting plan and details.
 - g) Instrumentation details and network diagram.
- 6.6 The 90% specifications will incorporate comments on the 50% specifications and include applicable technical specifications (CSI format utilizing Divisions 1 – 17) and front end documents based on the City's standard, which references the WSDOT Standard Specifications. BHC will revise the City's standard Special Provisions to modify the WSDOT Standard Specifications for this project. Specifications not covered by the WSDOT Standard Specifications will be prepared in CSI format and referenced in the Special Provisions.
- 6.7 The 90% opinion of probable construction cost will reflect a Class 1 estimate (applicable for 65% to 100% design) as defined by the AACE with an expected accuracy range of -5% to +10%.
- 6.8 BHC will prepare a preliminary construction schedule for the 50% design submittal and update the schedule for the 90% design submittal. This schedule will aid in setting the contract duration and developing project phasing.
- 6.9 Comments from the City, Ecology and permitting agencies on the 90% submittal will be incorporated into the design documents. A 100% submittal will be prepared and submitted to the City for final review. The 100% submittal may consist of a few new items in response to comments, but will largely be a revision and update of the 90% submittal based on comments received.
- 6.10 BHC will incorporate any comments from the City on the 100% submittal into the design documents and produce final documents for bidding.
- 6.11 **OPTIONAL** – Design effort associated with the following improvements will be individually broken out as optional items, in case the City decides to exclude any or all of these from the design effort following completion of preliminary design:
 - a) Constructing a building type enclosure over the screw pumps to allow access by staff for routine cleaning and inspection of the pumps, if it is determined that there are no covers for the screw pump

- channels that are suitable to facilitate routine access. The extra structural, architectural, mechanical, and electrical design effort associated with addition of this building/enclosure is based on the assumptions that it would enclose the screw pump sump and channel areas at the north end of the headworks structure (approximate 40 feet long by 24 feet wide) and consist of a concrete foundation, CMU walls and metal roof with windows/skylights for natural lighting and stair access to doorways. Interior surfaces would be designed to resist corrosion and facilitate washdown. The building would be tall enough to facilitate hoisting of the screw pump motors and gearboxes with a permanent hoisting mechanism (e.g., monorail) and the entire enclosed space would be ventilated for odor control. BHC would subcontract the architectural design to an architectural firm.
- b) Significant structural modifications necessary to support a wider headworks screen.
 - c) Rehabilitation of the screw pumps.
 - d) Retrofitting actuators on the slide gates used to isolate the screen channels.
 - e) Adding drains to the screen channels.
 - f) Improve grit holding capacity in the screw pump sumps and/or provide grit pockets in the screening channels.
 - g) Installing VFDs for the influent screw pumps and programming automated control of these pumps based on level.

Receivables:

- Consolidated comments on the 50%, 90% and 100% design submittals.
- City standard front-end documents.
- Legal review comments to revised front-end documents.

Deliverables:

- 50%, 90% and 100% design submittals each consisting of drawings, specifications and opinion of probable construction cost.
- Revised front end documents for legal review.

Task 7 – Bidding Support Services

- 7.1 BHC will assist the City with responding to questions from bidders as requested by the City. Time for this work item is limited to the budget allocated.
- 7.2 BHC will prepare addenda and clarifications. Up to three addenda/clarification documents are assumed.

Receivables:

- Bidder questions.

Deliverables:

- Responses to bidder questions, as requested by the City.
- Addenda/clarifications.

City Responsibilities

The following items are specific responsibilities of the City in support of this Scope of Work.

- Participate in project meetings and workshops and arrange the meeting location.
- Arrange and conduct site visits to review installations of different screening alternatives.
- Select alternatives and improvements for implementation.
- Provide consolidated review comments on submittals.
- Provide requested information to BHC, as available, and provide access to staff.

- Contract directly with a geotechnical engineer to perform a geotechnical investigation and/or an archeologist to perform a cultural resources survey as necessary to support design and permitting of the proposed improvements.
- Prepare a Stormwater Pollution Prevention Plan for the project.
- Provide specification and drawing standards.
- Provide the City's standard front-end documents, which shall include bid proposal documents and Special Provisions, and provide legal review of revisions made by BHC.
- Prepare all permit applications (aside from the Construction Stormwater General Permit), function as the point of contact, and be responsible for securing the permits.
- Pay all permitting fees.
- City will prepare the bid advertisement, advertise project, provide bid documents to bidders and maintain plan holder list.
- City will respond to bidder questions and distribute addenda/clarification documents.
- City will prepare bid tabulation.
- City will evaluate bid proposals and make a recommendation for project award.

Exclusions

The following items are excluded from this Scope of Work, but can be added via amendment to the original agreement or included in a future Scope of Work if the City so desires:

- Preparation of a separate Engineering Report for submittal to and review by Ecology.
- Updates to the current sewer comprehensive plan or WWTP facility plan. As discussed above, the current sewer comprehensive plan already identifies key improvements to the headworks to address the most critical deficiencies.
- Conducting the SEPA review process, aside from preparation of a SEPA checklist and assisting the City with responses to technical related comments from agency review and the public comment period.
- State Environmental Review Process (SERP), cultural resources survey (except optionally preparation and approval of an EZ-1 form), biological assessment and environmental permitting beyond the SEPA checklist support and preparation of the application for coverage under the Construction Stormwater General Permit.
- Geotechnical investigation, except optionally effort to coordinate with a geotechnical engineer hired by the City to support design of the proposed improvements as necessary.
- Cultural resources survey, except optionally effort to coordinate with an archeologist hired by the City to support permitting the proposed improvements as necessary.
- Preparation of a cultural resources unanticipated discovery plan.
- Preparation of a Stormwater Pollution Prevention Plan or application for coverage under the Construction Stormwater General Permit.
- Evaluation of alternatives for preliminary design beyond the number and type identified in this Scope of Work.
- Arranging, conducting or participating in site visits to review installations of different screening alternatives.
- Handling/disposal of hazardous material.
- New electrical utility service.
- Stormwater or drainage improvements.
- Shoring or dewatering design
- Wetlands mitigation support.
- Easement or right-of-way support.

- Utility pot-holing.
- Permit support for a shoreline permit, hydraulic project approval (HPA), Puget Sound Clean Air Agency and Federal Emergency Management Agency (FEMA). None of these are expected to be required.
- Modifications to or applications for a new NPDES permit or Biosolids General Permit, as neither of these are expected to be impacted by this project.
- Council briefings.
- Preparation of a construction quality assurance plan (CQAP). This would be prepared as part of construction support services.
- Preparation of conformed documents. These would be prepared as part of construction support services if desired.
- Preparation of bid advertisement, advertisement of project, providing bid documents to bidders, maintaining plan holder list, distributing clarifications and addenda, evaluating bid proposals, making a recommendation for project award.
- Bid support services if the project is re-bid.
- Construction support services.
- Programming services for programmable logic controllers or any other electrical devices.
- Startup services.
- Record drawings.

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

| | |
|--|-----------------------------------|
| AGENDA ITEM: Marysville Police School Resource Officers MOU with the Marysville School District | |
| PREPARED BY: Richard Smith | DIRECTOR APPROVAL: |
| DEPARTMENT: Police | |
| ATTACHMENTS: MSVL School District No. 25 and City of Marysville School Resource Officer(s) Agreement | |
| BUDGET CODE: | AMOUNT: \$576,000.00 |
| SUMMARY: | |

The attached document is the Memorandum of Understand between Marysville Police Department and the Marysville School District for two assigned School Resource Officers.

This MOU states that the Marysville School District will pay ten months salaries for two assigned School Resource Officers for a period of three years. This agreement (MOU) is a partnership between the Marysville Police Department and the Marysville School District.

This MOU begins at the start of the 2015/2016 school year, dated September 1, 2015 and concludes June 30, 2018.

The Marysville School District has committed to paying \$192,000.00 annually for the following school years; (2015/2016), (2016/2017), (2017/2018).

RECOMMENDED ACTION:

Accept and approve the attached MOU with the Marysville School District for funding 10 months salary for two assigned School Resource Officers salaries inclusive of 9/1/2015 and 6/30/2018 school terms.

Marysville School District No. 25

And

City of Marysville

School Resource Officer(s) Agreement

This agreement made between and entered into this _____ day of _____, 2015, by and between the City of Marysville (hereinafter referred to as the City) and the Marysville School District (hereinafter referred to as the School District).

WITNESSETH

WHEREAS, the City of Marysville and the Marysville School District agree that it is in the best interest of both parties to continue with the School Resource Officer program by assigning police officers to the selected schools of the District; and

WHEREAS, two officers are currently assigned as School Resource Officers (SRO); and

WHEREAS, the parties agree that the SRO's have provided valuable services to the School District and its students; and

WHEREAS, the parties agree that the SRO program increases public safety; and

WHEREAS, the parties agree that the SRO program is a high priority; and

WHEREAS, the Marysville School District agrees to provide partial funding for the two School Resource Officers for three years -- a period covering the 2015-2016, 2016-2017, and 2017-2018 school years, unless terminated according to this agreement.

Now Therefore it is Mutually Agreed As Follows:

1. Purpose

The Marysville Police Department and the Marysville School District will assign two (2) regularly employed Marysville Police Officers to serve as School Resource officers within the District's schools. The Officers will provide assistance with safety and security issues on the school campuses and at other school events. The officers shall respond to reports of criminal activity which have occurred on the assigned campus and shall assist to identify, investigation, deter,

and respond to incidents involving weapons, violence, harassment, intimidation, youth gang involvement or other crime related activities.

In addition, and when time allows, the Officers will serve as a positive resource to provide school students, parents, school staff and administrators with information, support, and problem-solving mediation and facilitation.

The School Resource Officers' mission includes the Community Policing Strategy outlined by the United States Department of Justice's Community Oriented Police Services ("COPS"). The strategy is summarized as: "Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem solving techniques, to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime."

It is agreed that the City shall select the Officers to be assigned to the schools in consultation with the school administration. The Officers shall be assigned to the school assignment for their regular workweek minus any scheduled vacation time, sick time, training time, court time, or any other police related emergency.

Scheduling for the Officers while school is in session will be mutually agreed upon by the school administration, and the Officers' police supervisor. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.) the Officers will work on assignments as determined by the police supervisor.

2. Payment

The Marysville School District shall make an annual payment to the City due on June 30th of 2016, 2017, and 2018, following completion of the school year for which police service was provided. The payments represent the financial responsibility of the Marysville School District outlined in this Agreement. The School District will pay the City an amount equal to the base salary for the SROs and the City will notify the School District of the cost of the base salaries for the ensuing school year. This agreement does not constitute an employment agreement between the District and the City.

Throughout the duration of this agreement, each SRO will remain an employee of the City for all relevant employment purposes and obligations under federal, state, and local law. The City shall be responsible all costs of employing the officers, such as overtime, benefits, etc. The annual amount of the School District's obligation for 2015-2016 shall be in accordance with the payment schedule attached as Exhibit A. The City shall provide the School District with an updated payment schedule for the 2016-2017 school year by June 30, 2016, and for the 2017-2018 school year by June 30, 2017.

3. Agreement for Sole Benefit of Parties

It is understood and agreed to that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party.

4. No Joint Venture or Separate Entity

No joint venture or partnership is formed as a result of this agreement.

5. Reporting Obligations

The City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report suspected abuse or neglect of any child under the age of 18 pursuant to the provisions of Chapter 26.44 RCW.

In addition, the City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report to the building or program administrator any use of restraint or force used on any student engaged in school-sponsored instruction or activities. SROs will also follow-up with any required written notice or report detailing such the facts of such incident in compliance with RCW 28A.600.485.

6. Policies and Procedures of the District

Each SRO assigned to a school will become familiar with the District's policies and procedures and will strive to comply with and promote the policies and mission of the District while assigned to a school. Each SRO acknowledges the importance of adult role models in the lives of students served by the District, and agrees to conduct himself/herself at all times and in all interactions with students in a manner consistent with community expectations, the highest professional standards, and District Policy 5253 and implementing procedure 5253P (Maintaining Professional Staff/Student Boundaries).

7. Student Education Records (FERPA)

Notes, records, and other documents related to a student that have been created or maintained by an SRO while working with the school may be "education records" within the meaning of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 1232g and 34 C.F.R. Part 99, as well as corresponding state law, unless the document is exempted from the "education record" definition by federal regulation. When such notes, records, and other documents fall within the definition of an "education record," such notes, records, and other documents are subject to the request and confidentiality provisions of FERPA, and must be

shared with the school or a student's parent/guardian upon request unless a specific exception applies.

SROs working on school grounds may also have access to additional student education records while assigned to school to carry out the SROs duties and responsibilities. Any education records containing a student's personally identifiable information may not be further disclosed by an SRO to any third party without express written permission of the student's parent/guardian or unless otherwise authorized by federal or state law.

Both parties are subject to the Public Records Act (PRA), chapter 42.56 RCW and shall comply with the PRA and cooperate to ensure compliance with the PRA and with FERPA.

8. Independent Contractor

The SROs will remain under the supervision, direction, and policies of the City and all City property used by the SROs will remain City property. In the event the School District provides the use of School District property to the officers, it shall be on a temporary basis and will remain the property of the School District.

9. Administration

The Chief of Police will direct the SROs. To the extent any joint decisions are necessary the Chief and the Superintendent or the Superintendent's designee (e.g., the school building administrator) will confer or cause their subordinates to confer to carry out the purposes of this Agreement.

10. Liability and Indemnification

Each Party assumes responsibility and liability for the acts and omissions of its employees, officers, and agents in the performance of this Agreement or in enjoying the benefits of this Agreement. The City agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the City, its employees, officers, or agents. The District agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the District, its employees, officers, or agents. In cases of joint liability, liability shall be apportioned between the parties or other defendants in accordance with the laws of the State of Washington. Neither party shall be responsible to the other party for the consequences of any acts or omission of any person, firm, or corporation not a party to this agreement. Neither party to this agreement is the agent of the other party.

The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

No liability shall attach to the City or the District by reason of entering into this agreement except as expressly provided herein.

11.Nondiscrimination

The City and District agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, denied employment in, or adversely affected in his or her education in the administration of or in connection with any aspect of this agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of trained dog guide or service animal by a person with a disability. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and Washington Law Against Discrimination, and agree to promptly investigate, respond to, and eliminate harassment involving students of which they have knowledge, as required by the provisions of federal and state law.

In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

12.Dispute Resolution

Any disputes between the District and the City in regard to the agreement shall be referred for determination to the Chief of Police, or his/her designee, and the Superintendent and his/her designee, for resolution.

13.Termination

Either party may terminate this Agreement for any reason if it provides the other party with at least 60 days advance written notice. In the event of termination of the agreement, the School District shall pay the City a prorated amount based upon the number of days worked by each SRO compared to the total number of days in the school year. Either party may commence renegotiation of the terms of this Agreement if it provides the other party with at least 60 days advance written notice. The parties also may renegotiate at any time by mutual agreement, provided that any change to the terms of this Agreement must be in writing.

14. Venue

This agreement and the parties' interpretation of this agreement shall be governed by Washington law, and the venue for any claim or dispute arising out of this agreement shall be Snohomish County, Washington.

15. Duration

This Agreement shall run from September 9, 2015, until June 30, 2018, or the last day of school for the 2017-2018 school year whichever is earlier.

16. Entire Agreement

This agreement constitutes the entire understanding between the parties and no other agreements, oral, or otherwise, are in existence or shall be deemed binding upon the parties. This agreement may be amended by written instrument executed by the parties.

In Witness Whereof, the parties hereto have executed this agreement on the day and year first above written.

City of Marysville

Marysville School District

Mayor
Jon Nehring

Superintendent
Dr. Becky Berg

Chief of Police
Chief Richard L. Smith

Approved as to form:

City Attorney Jon Walker

Exhibit A
Marysville School District No. 25
and
City of Marysville
School Resource Officers Agreement

Payment Schedule Addendum

| | |
|---|---|
| 2015-2016 school year = 75% of SRO salary: | \$192,000.00 (salary & benefits) |
| SRO (2) September 2016 – June 2017 | \$TBD (salary & benefits) |
| SRO (2) September 2017 – June 2018 | \$TBD (salary & benefits) |

Funding for 2016-2017 and 2017-2018 per the Current Bargaining Agreement (MPOA)

City of Marysville

Marysville School District

Mayor
Jon Nehring

Superintendent
Dr. Becky Berg

Chief of Police
Chief Richard L. Smith

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

| | |
|--|---------------------------|
| AGENDA ITEM: Community Oriented Policing (SRO) Grant Memorandum of Understanding (MOU) with the Marysville School District | |
| PREPARED BY: Richard Smith | DIRECTOR APPROVAL: |
| DEPARTMENT: Police | |
| ATTACHMENTS: MSVL School District No. 25 and City of MSVL School Resource Officer(s) Agreement | |
| BUDGET CODE: | AMOUNT: |
| SUMMARY: | |

As of October 1, 2015, Marysville Police Department has been awarded funding from the Community Oriented Policing (COPS) Department of Justice agency to fund three police officers which mandates assignment as School Resource Officers. The COPS grant will pay a total of \$375,000.00 for the first three years, and per the application and the City of Marysville is required to sustain these positions for a minimum of 12 months post grant funding.

The attached document is the MOU between Marysville Police Department and the Marysville School District for the above dedicated SROs. There is no monetary commitment needed from the Marysville School District with this MOU.

| |
|---|
| RECOMMENDED ACTION: Approve the awarding of the COPS grant funds regarding the attached MOU with the Marysville School District for having SROs in their schools. |
|---|

Marysville School District No. 25
And
City of Marysville
School Resource Officer(s) Agreement

This agreement made between and entered into this _____ day of _____, 2015, by and between the City of Marysville (hereinafter referred to as the City) and the Marysville School District (hereinafter referred to as the School District).

WITNESSETH

WHEREAS, the City of Marysville and the Marysville School District agree that it is in the best interest of both parties to continue with the School Resource Officer program by assigning police officers to the selected schools of the District; and

WHEREAS, two officers are currently assigned as School Resource Officers (SRO); and

WHEREAS, the parties agree that the SRO's have provided valuable services to the School District and its students; and

WHEREAS, the parties agree that the SRO program increases public safety; and

WHEREAS, the parties agree that the SRO program is a high priority; and

WHEREAS, pursuant to a separate agreement, the Marysville School District has agreed to provide partial funding for the two existing School Resource Officers for three years -- a period covering the 2015-2016, 2016-2017, and 2017-2018 school years; and

WHEREAS, both parties and public safety would benefit from an expansion of the SRO program; and

WHEREAS, The parties anticipate that a COPS grant is available to fund the three additional SRO positions

WHEREAS, funding three additional SRO's through a grant from the United States Department of Justice's Community Oriented Policing Services would significantly enhance the program and its benefit to the parties and the community;

Now Therefore it is Mutually Agreed As Follows:**1. Purpose**

The Marysville Police Department and the Marysville School District currently split the costs of two (2) regularly employed Marysville Police Officers who serve as School Resource officers within the District's schools. The Officers provide assistance with safety and security issues on the school campuses and at other school events. The officers respond to reports of criminal activity which have occurred on the assigned campus and assist to identify, investigation, deter, and respond to incidents involving weapons, violence, harassment, intimidation, youth gang involvement or other crime related activities.

In addition, and when time allows, the Officers serve as a positive resource to provide school students, parents, school staff and administrators with information, support, and problem-solving mediation and facilitation.

The School Resource Officers' mission includes the Community Policing Strategy outlined by the United States Department of Justice's Community Oriented Police Services ("COPS"). The strategy is summarized as: "Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem solving techniques, to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime." This strategy will be implemented at the school level by the SROs.

This Agreement addresses expanding and enhancing the existing SRO program with three additional SRO's. The parties anticipate that a COPS grant is available to fund the three additional SRO positions. This would increase the total strength of the SRO program from two officers to five officers and greatly increase the services to students and the community. The parties will cooperate to meet any conditions to obtain and maintain the COPS grant.

It is agreed that the City shall select the Officers to be assigned to the schools in consultation with the school administration. The Officers shall be assigned to the school assignment for their regular workweek minus any scheduled vacation time, sick time, training time, court time, or any other police related emergency.

Scheduling for the Officers while school is in session will be mutually agreed upon by the school administration, and the Officers' police supervisor. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.) the Officers will work on assignments as determined by the police supervisor.

2. Payment

The Marysville School District shall continue to provide funding for the base salaries of the two SROs that are the subject of a separate agreement between the parties. This agreement does not constitute an employment agreement between the District and the City.

Throughout the duration of this agreement, each SRO will remain an employee of the City for all relevant employment purposes and obligations under federal, state, and local law. The City shall be responsible all costs of employing the officers, such as overtime, benefits, etc.

3. Agreement for Sole Benefit of Parties

It is understood and agreed to that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party.

4. No Joint Venture or Separate Entity

No joint venture or partnership is formed as a result of this agreement.

5. Reporting Obligations

The City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report suspected abuse or neglect of any child under the age of 18 pursuant to the provisions of Chapter 26.44 RCW.

In addition, the City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report to the building or program administrator any use of restraint or force used on any student engaged in school-sponsored instruction or activities. SROs will also follow-up with any required written notice or report detailing such the facts of such incident in compliance with RCW 28A.600.485.

6. Policies and Procedures of the District

Each SRO assigned to a school will become familiar with the District's policies and procedures and will strive to comply with and promote the policies and mission of the District while assigned to a school. Each SRO acknowledges the importance of adult role models in the lives of students served by the District, and agrees to conduct himself/herself at all times and in all interactions with students in a manner consistent with community expectations, the highest professional standards, and District Policy 5253 and implementing procedure 5253P (Maintaining Professional Staff/Student Boundaries).

7. Student Education Records (FERPA)

Notes, records, and other documents related to a student that have been created or maintained by an SRO while working with the school may be "education records" within the meaning of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 1232g and 34 C.F.R. Part 99, as well as corresponding state law, unless the document is exempted from the "education record" definition by federal regulation. When such notes, records, and other documents fall within the definition of an "education record," such notes, records, and other documents are subject to the request and confidentiality provisions of FERPA, and must be shared with the school or a student's parent/guardian upon request unless a specific exception applies.

SROs working on school grounds may also have access to additional student education records while assigned to school to carry out the SROs duties and responsibilities. Any education records containing a student's personally identifiable information may not be further disclosed by an SRO to any third party without express written permission of the student's parent/guardian or unless otherwise authorized by federal or state law.

Both parties are subject to the Public Records Act (PRA), chapter 42.56 RCW and shall comply with the PRA and cooperate to ensure compliance with the PRA and with FERPA.

8. Independent Contractor

The SROs will remain under the supervision, direction, and policies of the City and all City property used by the SROs will remain City property. In the event the School District provides the use of School District property to the officers, it shall be on a temporary basis and will remain the property of the School District.

9. Administration

The Chief of Police will direct the SROs. To the extent any joint decisions are necessary the Chief and the Superintendent or the Superintendent's designee (e.g., the school building administrator) will confer or cause their subordinates to confer to carry out the purposes of this Agreement.

10. Liability and Indemnification

Each Party assumes responsibility and liability for the acts and omissions of its employees, officers, and agents in the performance of this Agreement or in enjoying the benefits of this Agreement. The City agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the City, its employees, officers, or agents.

The District agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the District, its employees, officers, or agents. In cases of joint liability, liability shall be apportioned between the parties or other defendants in accordance with the laws of the State of Washington. Neither party shall be responsible to the other party for the consequences of any acts or omission of any person, firm, or corporation not a party to this agreement. Neither party to this agreement is the agent of the other party.

The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

No liability shall attach to the City or the District by reason of entering into this agreement except as expressly provided herein.

11.Nondiscrimination

The City and District agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, denied employment in, or adversely affected in his or her education in the administration of or in connection with any aspect of this agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of trained dog guide or service animal by a person with a disability. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and Washington Law Against Discrimination, and agree to promptly investigate, respond to, and eliminate harassment involving students of which they have knowledge, as required by the provisions of federal and state law.

In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

12.Dispute Resolution

Any disputes between the District and the City in regard to the agreement shall be referred for determination to the Chief of Police, or his/her designee, and the Superintendent and his/her designee, for resolution.

13.Termination

Either party may terminate this Agreement for any reason if it provides the other party with at least 60 days advance written notice. In the event of termination of the agreement, the School District shall pay the City a prorated amount based upon the number of days worked by

each SRO compared to the total number of days in the school year. Either party may commence renegotiation of the terms of this Agreement if it provides the other party with at least 60 days advance written notice. The parties also may renegotiate at any time by mutual agreement, provided that any change to the terms of this Agreement must be in writing.

14. Venue

This agreement and the parties' interpretation of this agreement shall be governed by Washington law, and the venue for any claim or dispute arising out of this agreement shall be Snohomish County, Washington.

15. Duration

This Agreement shall run from September 9, 2015, until June 30, 2018, or the last day of school for the 2017-2018 school year whichever is earlier. In the event the anticipated COPS grant is not awarded or is cancelled, the obligations of both parties regarding the three additional SROs will terminate.

16. Entire Agreement

This agreement constitutes the entire understanding between the parties and no other agreements, oral, or otherwise, are in existence or shall be deemed binding upon the parties. This agreement may be amended by written instrument executed by the parties.

In Witness Whereof, the parties hereto have executed this agreement on the day and year first above written.

City of Marysville

Marysville School District

Mayor
Jon Nehring

Superintendent
Dr. Becky Berg

Chief of Police
Chief Richard L. Smith

Approved as to form:

City Attorney Jon Walker

Exhibit A
Marysville School District No. 25
 and
City of Marysville
School Resource Officers Agreement

Payment Schedule Addendum

| | |
|------------------------------------|----------------------------|
| SRO (3) September 2016 – June 2017 | \$0.00 (salary & benefits) |
| SRO (3) September 2017 – June 2018 | \$0.00 (salary & benefits) |
| SRO (3) September 2018 – June 2019 | \$0.00 (salary & benefits) |

City of Marysville

Marysville School District

Mayor
Jon Nehring

Board of Directors

Chief of Police
Chief Richard L. Smith

Superintendent
Dr. Becky Berg

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 11/9/15

| | |
|--|-------------------------------|
| AGENDA ITEM: Community Beautification Program Grant | |
| PREPARED BY: Tonya Miranda | DIRECTOR APPROVAL: |
| DEPARTMENT: Executive Department | |
| ATTACHMENTS: 1. Description of Grant Application Proposed Projects | |
| BUDGET CODE: 00199524.548000 | AMOUNT: \$25,500.00 |
| SUMMARY: | |

The Community Beautification Program Grant Review Committee convened on October 27, 2015 to review grant applications. Funding available is \$30,000 through 2016.

The committee recommended award of \$25,500 to applicants.

| | |
|--|------------|
| Tuscany Homeowners Association Replacement of fence along community park perimeter | \$5,000.00 |
| Kellogg Village Homeowners Association Replacement of fence around park at entrance to neighborhood | \$5,000.00 |
| 102nd Place NE Clean-up of stormwater ponds at entrance to neighborhood | \$5,000.00 |
| Rolling Green Estates Replacement of trees in community park | \$5,000.00 |
| Sunnyside Estates Replanting of neighborhood gateway at subdivision entrance | \$500.00 |
| Otter Creek Fencing of detention pond and vegetation cleanup/removal | \$5,000.00 |

RECOMMENDED ACTION:

Approve Community Beautification Program Grant Review Committee's recommendation to award funding.

Community Beautification Program Grant Application Descriptions

Tuscany HOA - Replacement of Fence along Community Park Perimeter

Tuscany HOA is in need of replacing the fence along the west side of our community park. This project was considered in the past and decided against due to the financial impact. The fence is approximately 18 years old and in need of replacement. Our community park is undergoing renovations which will enhance the overall appearance of the park making it more inviting to our homeowners and neighbors. The fence replacement will enhance the community appeal as well as make our community park a more favorable place to enjoy. The HOA is having a fencing contractor, licensed and bonded do the work. The HOA will be tasked with maintaining the fence. This project, once completed, will strengthen our pride in community and provide an example for other communities to follow.

Kellogg Village HOA - Replacement of Fence around Park at Entrance to Neighborhood

We would like to replace the broken and vandalized Vinyl fence, which protects our parks at the entry to our community. This is the first impression someone has of our community and is a matter of pride for our owners. We have contacted town and country fence for the bid and they will remove the old fence and replace it with a nice, black chain link of 3' in height. This will be a maintenance and vandalism free solution to our parks. By replacing this fence it will not only protect our parks, but it will raise the bar, not allowing our community to slip into disrepair and increased crime. We work hard to raise this bar which in turn has promoted more individual ownership and accountability for owners' lots, raising values and limiting vacant homes up for sale for long periods due to the condition of the neighborhood.

102nd Place NE - Clean-up of Stormwater Ponds at Entrance to Neighborhood

The entrance to our neighborhood at the intersection of 51st Ave NE and 102nd Pl NE hosts two, large privately owned stormwater ponds that service approximately 80 homeowners across several blocks. The ponds are hazardous eyesores that require significant improvements to become safe, functional and welcoming amenities within our neighborhood. This community beautification project is broken into four phases, the first of which was completed this summer. We are requesting funds to implement Phase Two of the project in the late fall/early winter of 2015. Phase One: Clear invasive, Himalayan blackberry bushes, trash and hazardous waste from the entrance and exits of three storm pipes to ensure they are ready to process fall, winter and spring rain events. Phase Two: Remove hazardous trees, primarily cottonwood, and finish clearing Himalayan blackberries, trash and hazardous waste from the two ponds. Phase Three: Seed and/or plug the ponds with native, flood and drought tolerant ground covers such as slough sedge (*Carex obnupta*) and small fruited bulrush (*Scirpus microcarpus*) to help prevent future infestations of Himalayan blackberry from becoming established. Phase Four: Replace existing wood fence with chain link and post signage on both ponds that identifies the sites as well maintained stormwater facilities that provide multiple community benefits.

Rolling Green Estates - Replacement of Trees in Community Park

We are respectfully requesting \$5,000 to help fund the replacement of trees in our 7-acre community park. We have allocated over \$6,000 for the removal of 14 dead and diseased trees, and we are seeking funds to cover the cost of purchasing and planting 25 new trees that will provide long term beauty and seasonal interest. Rolling Green Estates is a thriving and diverse multi-generational community on 100th St NE between 59th Dr NE and 62nd Dr NE. Our community is beginning to recover from the recession of 2008 when many homes were lost to foreclosure and long term residents moved away. Recently, there has been a renewed interest in bringing back the beauty and livability of this unique neighborhood. The Rolling Green Estates HOA, in cooperation with the residents, has begun to implement a list of projects to restore this neighborhood and attract like-minded residents. One of those projects is the replacement of trees in the park.

Sunnyside Estates - Replanting of Neighborhood Gateway at Subdivision Entrance

This project will enhance the appearance of Sunnyside Estates by replacing dead plants with drought-resistant shrubs at the entrance monument and a bare common area. Also, dead/damaged red maple trees along the street need to be replaced. All labor and maintenance is done by homeowner volunteers and a contracted landscape firm. This work would make for a more visually appealing area, plus adding plants to the bare area would improve the environment and water runoff.

Otter Creek - Fencing of Detention Pond and Vegetation Cleanup/Removal

The homeowners of Otter Creek have received letters from the City of Marysville that we are out of compliance for the north and south entrances to Otter Creek. Unfortunately, when these homes were sold, there was no compliance required for an HOA, so no HOA was formed. Unfortunately, not all neighbors want to participate in an HOA at this time. We are requested grant funding to bring the north and south entrances up to code, including removing trees, killing weeds, removing brush and debris, cutting trees, clearing drains, posting signs, repairing a fence, repairing the Otter Creek sign, setting up quarterly maintenance and forming a neighborhood watch.

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 11/09/15

| | |
|---|---------------------------|
| AGENDA ITEM: Utility Service Ordinance | |
| PREPARED BY: Dave Koenig/Jon Walker | DIRECTOR APPROVAL: |
| DEPARTMENT: Community Development/Legal | |
| ATTACHMENTS: Proposed Ordinance | |
| BUDGET CODE: | AMOUNT: |
| SUMMARY: | |

Following the economic downturn there has been an increase in foreclosed and vacant properties within the City which are sometimes occupied without proper water and sewer service. The proposed ordinance prohibits occupying a residence that does not have water or sewer service. This can be either a lawful connection to the City's systems or lawful and functioning private systems such as wells and on-site sewage disposal systems. Where a residence does not have water or sewer service for fourteen consecutive days, the city can require the residence be vacated until water and sewer service is restored. A property owner may appeal the "do not occupy" order to the Hearing Examiner. Occupying a residence in violation of a "do not occupy" order is a misdemeanor. An owner who fails to secure a residence may be issued a civil infraction.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt the proposed ordinance requiring occupied properties have adequate water and sewer service.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, CREATING A NEW CHAPTER 16.24 OF THE MARYSVILLE MUNICIPAL CODE (MMC) PROHIBITING OCCUPYING PROPERTIES THAT LACK ADEQUATE WATER OR SEWER SERVICE.

WHEREAS, adequate water and sewer service are necessary to assure proper sanitation, maintenance, and hospitable living conditions; and

WHEREAS, persons residing in conditions without proper sanitation or hospitable living conditions presents a risk to those persons' health, safety, and welfare, thereby creating a risk of harm to the public health, safety, and welfare; and

WHEREAS, properties which are not adequately maintained due to inadequate water or sewer facilities present a risk of harm to the public health, safety, and welfare; and

WHEREAS, since the economic downturn and recession there have been an increase in the number of vacant, abandoned, and foreclosed properties within the City; and

WHEREAS, many of these vacant, abandoned, and foreclosed structures have had water or sewer services discontinued but are occupied despite the lack of adequate water or sewer service resulting in a danger to the occupants and to the public health; and

WHEREAS, the City desires to assure that occupied properties have adequate water and sewer service to protect the public health, safety, and welfare, to require responsible parties to secure properties from occupancy until adequate water and sewer service is resumed, and to punish violations;

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

Section 1. A new Chapter 16.24 MMC, Utility Service for Occupancy, is hereby created, as set forth in Exhibit "A."

Section 2. **Severability.** If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. 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 November, 2015.

CITY OF MARYSVILLE

By: _____
MAYOR JON NEHRING

Attest:

By: _____
April O'Brien, Deputy City Clerk

Approved as to from:

By: _____
Jon Walker, City Attorney

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

16.24.010 Purpose.

The purpose of this chapter is to protect the public health, safety, and welfare by assuring that people reside in conditions with adequate utilities and facilities to provide for proper sanitation, maintenance, and hospitable living conditions.

16.24.020 Definitions.

- (1) “Building Official” means the Building Official of the City of Marysville or the Building Official’s designee.
- (2) “Civil Infraction” means a class one civil infraction as defined by chapter 7.80 RCW, the Infraction Rules for Courts of Limited Jurisdiction (“IRLJ”) and any local rule adopted by the Marysville Municipal Court. Civil Infractions shall be heard by the Marysville Municipal Court.
- (3) “Occupy” means (a) residing on the Premises or (b) being present on the Premises for any purposes other than actively maintaining or improving the Premises.
- (4) “Person” means any natural person, legal entity, association, organization, corporation, or partnership and any agents, representatives, fiduciaries, or assigns.
- (5) “Premises” means any land, real estate, tax parcel, or lot and any portion thereof whether improved or unimproved, including adjacent sidewalks and parking strips.
- (6) “Responsible Person” means any Person having legal or equitable title or any interest in a Premises, including but not limited to owners, borrowers, and lenders. When there is more than one Responsible Person, both or all are responsible for performing any act required by this chapter and each may be charged with a violation of this chapter. However, it is a complete defense to any violation that the violation was remedied by another Responsible Persons.
- (7) “Sewer Service” means either (a) a lawful, active, and functioning connection to the City’s sanitary sewer system in conformance with Title 14 MMC or (b) a lawful, functioning, and adequately maintained “on-site sewage disposal system” (as defined in RCW 70.118.020(6)).
- (8) “Water Service” means either (a) a lawful, active, and functioning connection to the City’s water system in conformance with Title 14 MMC, (b) a lawful, functioning, and adequately maintained private well, or (c) a lawful, active, and functioning connection to a lawful, functioning, and adequately maintained “public water system” (as defined in RCW 70.116.030(3)).

16.24.030 Water and Sewer Required.

Any Premises within the City may only be Occupied by a person if the Premises has Sewer Service and Water Service.

16.24.040 Unlawful Occupancy.

- (1) Occupying any Premises within the City which does not have Sewer Service and Water Service, as required by MMC 16.24.030, or which is posted “Unfit for Occupancy – No Trespassing” is a nuisance and a violation of this section.
- (2) Removing or defacing a posted notice that a Premises is “Unfit for Occupancy – No Trespassing” is a violation of this section.
- (3) A violation of this section is a misdemeanor.

16.24.050 Investigation and Enforcement Procedure.

- (1) Investigation. Where the Building Official reasonably believes that a Premise does not have Sewer Service or Water Service for fourteen consecutive calendar days, the Building Official may issue and post a Notice of Violation. Unless appealed pursuant to MMC 16.24.060, the Notice of Violation becomes a final determination on the eleventh business day after the posting of the Notice at which time the Building Official shall post the Premises “Unfit for Occupancy – No Trespassing.”
- (2) Violation Notice. An enforcement action is commenced by a Notice of Violation. The Building Official shall post a copy of the Notice of Violation on the Premises and shall mail a copy of the Notice of Violation to the owner identified in the records of the Snohomish County Assessor and to the street address of the Premises. The Notice of Violation shall contain:
 - (a) Information identifying the Premises including the address and tax parcel number.
 - (b) A concise description of the basis for the Notice of Violation.
 - (c) A statement that the Premises must be vacated unless Sewer Service and Water Service are functioning within ten business days of posting the Notice of Violation.
 - (d) A statement that a Responsible Person may appeal the Building Official’s determination to the Hearing Examiner by filing a written appeal setting forth the grounds for the appeal no later than ten business days after the Notice of Violation was posted.
 - (e) A statement that if the Building Official’s determination is not appealed within ten business days of posting the Notice of Violation:
 - (i) The Notice of Violation will become a final determination;
 - (ii) That the Premises must be vacated and secured as provided in this chapter;
 - (iii) That any person Occupying the Premises will be liable as provided in this chapter; and
 - (iv) That any Responsible Person failing to secure the Premises will be liable as provided in this chapter.
 - (f) The date the Notice of Violation was posted on the Premises.
 - (g) The address where an appeal may be delivered to the City Clerk.
 - (h) A copy of this chapter must be attached to the Notice of Violation that is mailed to the Owner and the street address, but need not be attached to the Notice of Violation that is posted on the Premises.

16.24.060 Appeal.

A Responsible Person may appeal the Building Official's determination contained in a Notice of Violation by delivering a written appeal to the City Clerk. The written appeal must be received no later than ten business days after the Notice of Violation was posted on the Premises. If the City Clerk receives a timely written appeal, the Hearing Examiner shall set a hearing to be held within ten business days of receipt of the appeal.

- (1) At any such hearing, the Responsible Person bears the burden, by a preponderance of the evidence, of establishing their standing as a Responsible Person.
- (2) At any such hearing, the City bears the burden, by a preponderance of the evidence, of establishing that the Premises does not have adequate Sewer Service or Water Service as required by MMC 16.24.030 and that a person was Occupying the Premises as of the date of the Notice of Violation.
- (3) Any such hearing does not need to comply with the rules of evidence and the Hearing Examiner may consider evidence which the Hearing Examiner determines is reasonably reliable.
- (4) The Hearing Examiner shall issue a written decision within five business days of any such hearing. The written decision shall make findings of fact and conclusions of law. If the Hearing Examiner determines that the Premises does not have Sewer Service or Water Service as required by MMC 16.24.030 and that a person was Occupying the Premises as of the date of the Notice of Violation, then the Premises must be vacated and secured within five business days of the Hearing Examiner's decision. The Hearing Examiner's decision is a final determination upon being signed and mailed.
- (5) The decision of the Hearing Examiner may be appealed to the Snohomish County Superior Court within 21 calendar days.

16.24.070 Vacant Structure Must be Secured Upon Violation.

- (1) Upon a final determination that a Premises has been Occupied in violation of MMC 16.24.040, every structure on the Premises must be secured from unlawful Occupancy as specified in MMC 16.24.080 within five business days.
- (2) It is a nuisance and is a violation of this section for any Responsible Person for any Premises within the City to fail to secure every structure on the Premises from unlawful Occupancy as specified in MMC 16.24.080 within five business days of a final determination that the Premises has been Occupied in violation of MMC 16.24.040.
- (3) Violation of this section is a Civil Infraction and upon a finding that a violation has been committed, the person committing the act shall be assessed an amount not to exceed \$250 plus applicable statutory assessments. Such penalty is in addition to any other remedies or penalties specifically provided by law. For each act herein prohibited of a continuing nature, each day shall be considered a separate offense.
- (4) Each day that a structure on the Premises is not secured as specified in MMC 16.24.080 is a separate violation and the Building Official may issue a Civil Infraction to any Responsible Person who had notice that the structure was required to be secured.

16.24.080 Standards for Securing Structures.

All structures which must be secured under this chapter shall meet the following standards.

- (1) Exterior openings shall be properly secured with doors, shutters, grills, and window glazing. Where the normal structural amenities are damaged, destroyed or significantly deteriorated such that the structure becomes unsecure the amenities shall be replaced or the openings may be secured with structural paneling or medium density overlay. At a minimum, all exterior openings accessible from grade shall be properly secured to prevent unauthorized third party entry.
- (2) Personal property and miscellaneous debris which may constitute a fire hazard must be removed from the structure prior to securing the structure.
- (3) If the structure has automatic fire sprinkler systems or fire alarm systems, the systems shall be maintained in an operable condition at all times.
- (4) Sewer lines shall be capped or closed with an appropriate plug.
- (5) All structures on the Premises shall be posted “Unfit for Occupancy – No Trespassing.”
- (6) The Responsible Person shall periodically assure that the Premises is inspected and timely take any actions necessary to assure compliance with these standards.

16.24.090 Abatement.

- (1) If a Responsible Person fails to secure every structure on the Premises from unlawful Occupancy as specified in MMC 16.24.080 within five business days after a final determination, the Building Official may take immediate action to cause the building to be secured in a manner consistent with this chapter.
- (2) In the event that the City secures the building, all costs incurred shall be assessed to the owner of the Premises as provided in Chapter 4.02 MMC.
- (3) In securing a structure, the Building Official is not required to satisfy all the conditions of MMC 16.24.080 and in the Building Official’s sole discretion may determine what measures are appropriate.
- (4) If the City secures a structure pursuant to this chapter, the Responsible Person shall remain responsible for the inspection, maintenance, and protection of the Premises and any structures on the Premises.

16.24.100 Re-Occupancy.

Following a final determination that the Premises has been Occupied in violation of this chapter, the Premises may only be Occupied after a Responsible Person provides the Building Official with satisfactory evidence that the Premises complies with the requirements of MMC 16.24.030 and receives written approval from the Building Official that Occupancy of the Premises is allowed.

Index #12

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE FOR THE ACCEPTANCE OF A GIFT SUBJECT TO CONDITIONS.

WHEREAS, an anonymous donor has made a gift of two thousand five hundred dollars (\$2,500.00) towards the Marysville Parks Department youth scholarship program; and

WHEREAS, said gift was provided anonymously for the purpose of providing scholarship opportunities to those who cannot afford to pay for participation in youth leagues, said scholarships to be awarded according to eligibility requirements and an application form to be adopted by separate resolution of the City Council; and

WHEREAS, the City Council does have the ultimate authority for acceptance and use of said contributions consistent with the donor's intent.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE AS FOLLOWS:

The City of Marysville hereby gratefully accepts the gift from an anonymous donor subject to the conditions under which such gift was donated.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2015.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
ALLINA HOLMQUIST, City Clerk

Approved as to form:

By _____
JOHN WALKER, City Attorney

Index #13

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

| | | |
|--|--|-----|
| AGENDA ITEM: Appointments to the Marysville Parks and Recreation Board | AGENDA SECTION: Mayor's Business | |
| PREPARED BY: April O'Brien, Deputy City Clerk | AGENDA NUMBER: | |
| ATTACHMENTS: Appointment Forms | APPROVED BY: | |
| | MAYOR | CAO |
| BUDGET CODE: | AMOUNT: | |

Summary:

Mayor Nehring is requesting the reappointments of Gayle Bluhm and Jodi Condyles to the Marysville Parks and Recreation Board.

| |
|---|
| RECOMMENDED ACTION: Mayor Nehring recommends the City Council confirm the reappointments of Gayle Bluhm and Jodi Condyles to the Marysville Parks and Recreation Board. |
| COUNCIL ACTION: |

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98270
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby reappoint Jodi Condyles as a member of the MARYSVILLE PARKS AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030 dated this 9 day of November, 2015.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the MARYSVILLE PARKS AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 9 day of November, 2015

JODI CONDYLES

This term of appointment expires the 31 day of August, 2018.

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98270
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby reappoint Gayle Bluhm as a member of the MARYSVILLE PARKS AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030 dated this 9 day of November, 2015.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the MARYSVILLE PARKS AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 9 day of November, 2015

GAYLE BLUHM

This term of appointment expires the 31 day of August, 2018.