

Marysville City Council Meeting

December 14, 2015

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Volunteer of the Month *

Audience Participation

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

2. Approval of the November 2, 2015 Marysville City Council Work Session Meeting Minutes

3. Approval of the November 9, 2015 Marysville City Council and Marysville School Board Joint Meeting Minutes

4. Approval of the November 9, 2015 Marysville City Council Meeting Minutes

5. Approval of the November 23, 2015 Marysville City Council Meeting Minutes

19. Approval of the April 27, 2015 Marysville Transportation Benefit District Meeting Minutes *

Consent

6. Consider Approval of the November 18, 2015 Claims in the Amount of \$638,671.82; Paid by Check Numbers 104042 through 104193 with Check Number 100924 Voided

7. Consider Approval of the November 25, 2015 Claims in the Amount of \$1,799,351.60; Paid by Check Numbers 104194 through 104373 with Check Number 104131 Voided

8. Consider Approval of the December 2, 2015 Claims in the Amount of \$669,160.21; Paid by Check Numbers 104374 through 104497 with No Checks Voided

9. Consider Approval of the November 20, 2015 Payroll in the Amount \$900,636.98; Paid by Check Numbers 29515 through 29547

****These items have been added or revised from the materials previously distributed in the packets for the December 7, 2015 Work Session.***

Marysville City Council Meeting

December 14, 2015

7:00 p.m.

City Hall

10. Consider Approval of the Professional Services Agreement Supplement No. 1 with RH2 Engineering, Inc. for the Water Comprehensive Plan Update
11. Consider Approval of the Grant Agreement with the Department of Ecology Allowing the City to Receive \$50,000.00 in Grant Funding
12. Consider Approval of the Grant Agreement with the Department of Ecology Allowing the City to Receive \$296,564.25 in Grant Funding
13. Consider Approval of the Copiers Northwest and Wells Fargo Leasing Agreement for Five Multifunction Copiers
20. Consider Approval of the Fourth Amendment to the Chief Administrator Officer's Employment Contract
21. Consider Approval of the December 5, 2015 payroll in the amount \$1,676,945.47; Paid by Check Numbers 29548 through 29580 *
22. Consider Approval of the December 9, 2015 Claims in the Amount of \$1,373,308.56; Paid by Check Number 104498 through 104639 with Check Number 104019 Voided *

Review Bids

Public Hearings

New Business

14. Consider a **Resolution** Adopting a Policy for the Investment of City Funds *
15. Consider an **Ordinance** of the City of Marysville Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and Other Property for the Purpose of Making Pedestrian and Bicycle Improvements to Establish Safe Routes to School for 116th Street NE *
16. Consider the Fourth Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities *

Legal

Mayor's Business

17. Consider the Marysville SERS Board Re-Appointment *
18. Consider the Marysville Community Transit Board Re-Appointment *

Staff Business

**These items have been added or revised from the materials previously distributed in the packets for the December 7, 2015 Work Session.*

Marysville City Council Meeting**December 14, 2015****7:00 p.m.****City Hall****Call on Councilmembers****Executive Session**

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

Adjourn

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

**These items have been added or revised from the materials previously distributed in the packets for the December 7, 2015 Work Session.*

Index #2

COUNCILMINUTES

Work Session
November 2, 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 Commander Goldman, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, and Recording Secretary Laurie Hugdahl.

Approval of the Agenda

Mayor Nehring requested that Council consider waiving normal work session rules to take action on items 14 and 15.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to approve the agenda and to waive normal work session rules to allow potential action items 14 and 15. **Motion** passed unanimously (7-0).

Committee Reports

Donna Wright reported that the LEOFF 1 Committee met and approved five claims.

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

Director Nielsen explained it is time to redo the cathodic protection contract. There were no comments or questions.

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) 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

City Attorney Walker explained that next week the Council would be holding a hearing regarding the Council assuming the responsibilities of the TBD with consideration of an ordinance to follow.

Action Item

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

CAO Hirashima explained that the City is working on some transportation improvements for the 1st Street bypass and is requesting that Council consider approval of this ordinance in the event that the City is unable to negotiate sales.

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve Ordinance No. 3004. **Motion** passed unanimously (7-0).

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

CAO Hirashima explained this also involves the bypass, but relates to a later phase of it.

Motion made by Councilmember Wright, seconded by Councilmember Norton, to approve Ordinance No. 3005. **Motion** passed unanimously (7-0).

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

Director Nielsen explained this is for design work to reconstruct the headworks out to 20 MGD.

- 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

Commander Goldman explained the MOU is for the two current resource officers in the schools. This would apply to the next three years. The school district has indicated they would help with the cost of the two resource officers for a total of three years.

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

Commander Goldman explained that the COPS grant would help pay for three school resource officer for three years. This would allow the City to provide a total of five school resource officers inside the school district.

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

CAO Hirashima explained the Committee reviewed the proposals and recommended funding of four of them plus the majority of the fifth one.

- 11. 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

City Attorney Walker explained this is aimed at residences that don't have water or sewer service. The reason is there are people who are moving into foreclosed or abandoned homes and are living there without water or sewer. These people often also have interactions with the police department. This will allow the City to deem those houses unfit to be occupied. Anyone occupying the house after it is deemed to not have water or sewer will be charged with a misdemeanor followed by a civil infraction if they do not leave the premises.

Community Development Director Koenig added that lenders who are not responsive are one of the big issues. While many banks respond, a lot do not. In those cases this would allow the City to secure the property. It is generally complaint-driven by neighbors who are concerned about the properties.

Councilmember Wright commented that in some places occupants are going in and turning on water illegally. City Attorney Walker explained this would come to the attention of the City if the bill is not being paid. Director Langdon explained how staff follows up with this.

Councilmember Vaughan asked how this would affect voluntary shutoffs for people who are out of town for a certain period of time. Sandy Langdon explained that this is handled differently for snowbirds.

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

Director Ballew stated that Parks received an anonymous gift of \$2500 to be used for youth scholarships. This item is for a resolution accepting that gift.

Legal

Mayor's Business

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

Staff Business

Jim Ballew:

- The new Recreation Cultural Arts Coordinator started today. He is very excited about this position.
- Dr. Becky Bird will be the Grand Marshal for the Marysville for the Holidays Parade.
- The farmers market would like to come back next year at the same location. He was informed that stats for the farmers market were very good.
- Snohomish Health District is very excited about the vaping policy and has offered to provide 40 signs for city parks.

- He distributed a picture of a sign installed at the roundabout at SR9 and 84th. This was partially paid for by a Snohomish County Tourism Grant.

Sandy Langdon had no comments.

Dave Koenig had no additional comments.

Kevin Nielsen:

- He stated there would be a Public Works Committee meeting this Friday. He and Finance Director Langdon will be discussing the utility rate model and low impact development.
- He reported that there were no flooding issues associated with the storm over the weekend except one construction site, but the contractor took care of that.
- He reminded everyone that temperatures are dropping, and it is time to winterize homes.

Jeff Goldman:

- Operation Northern Lights is doing well. There is a very low quantity of calls up there.
- Operation Southern Comfort is averaging about 12 calls a day. However, it is important to note that 40% of those calls are 911 calls while 60% are officer-generated calls. As long as the police continue to stay on top of the situation this could be a very successful operation.

Gloria Hirashima stated the need for an Executive Session involving the acquisition of real estate for five minutes with action following.

Call on Councilmembers

Michael Stevens commented on his dislike of Daylight Savings Time.

Rob Toyer had no comments.

Kamille Norton had no comments.

Donna Wright commented that the crossing lights on Grove Street are great.

Jeff Seibert had no comments.

Steve Muller had no comments.

Jeff Vaughan had no comments.

Council recessed at 7:28 and reconvened into Exec Session from 7:30 to 7:35.

Executive Session

- A. **Litigation**
- B. **Personnel**
- C. **Real Estate – Two items, RCW 42.30.110(1)(c)**

Council reconvened the regular meeting at 7:35 p.m.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to authorize the Mayor to sign the Purchase and Sale Agreement for the property commonly known 1632 1st for the purchase price of \$325,000. **Motion** passed unanimously (7-0).

Motion made by Councilmember Muller, seconded by Councilmember Wright, to authorize the Mayor to sign the Purchase and Sale Agreement for the property commonly known as 6032 47th Ave NE for the purchase price of \$212,000. **Motion** passed unanimously (7-0).

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 7:38 p.m.

Approved this _____ day of _____, 2015.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #3

COUNCILMINUTES

**MARYSVILLE CITY COUNCIL & MARYSVILLE SCHOOL BOARD
JOINT WORK SESSION**

**November 9, 2015
5:00 – 6:30 p.m. - Marysville City Hall**

CALL TO ORDER

Dinner was served from 5:00 to 5:15 p.m. The Joint Work Session of the Marysville City Council and the Marysville School District was called to order by Mayor Jon Nehring at 5:15 p.m. at the Marysville City Hall.

ATTENDANCE

Mayor Jon Nehring

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

Staff: Gloria Hirashima, Chief Administrative Officer; Sandy Langdon, Finance Director

School District: Dr. Becky Berg, School District Superintendent; Chris Nation, Board Vice President; Tom Albright, Board President; Mariana Maksimos, Board Member; Pete Lundberg, Board Member

Absent: Councilmembers: Jeff Seibert, Rob Toyer

City Update

Mayor Nehring welcomed everyone to the meeting. Mayor Nehring expressed appreciation for the City's positive relationship with the Marysville School District. He also expressed appreciation for the work the School District does educating Marysville's kids. He thanked them for their service.

The City is watching the Washington State University program over in Everett. Mayor Nehring recalled that Marysville had the concept of having a branch campus in north Marysville several years ago. That didn't happen, but this is the next best thing. This is an important event for Marysville and for all north County. He commented how this is filling a huge need for the people in our community for education and training for higher

paying jobs. The Amtech training center is filling another need for training that can be achieved in a shorter timeframe. Mayor Nehring stressed the need to have the message get to our kids that these opportunities are available close to home.

Downtown revitalization efforts are coming along nicely. The Qwuloolt project was successful and progressing well. The City is now moving into the ecotourism phase of that project including a trail around the natural preserve. The City is still working hard in the north end to get a Manufacturing Industrial Center designation with Arlington. He reviewed successes the City has had in this effort.

Youth Services Unit/School Resources Officers

Mayor Nehring commented that the City was very pleased with the grant received for the SRO. He is confident that this will help address issues in school in a proactive as well as reactive fashion. The grant funds one of the three officers. The City pays for the other two. It makes it so vital that the school district has indicated they would pay for two SRO's. This allows there to be a good five-member SRO unit.

Technology Plan Progress

Supt. Berg thanked the City for hosting the meeting. She congratulated councilmembers on their re-elections. Regarding STEM, the district is in the middle of teaching code.org to K-5 students. Associated Press came out last week to do a story on the schools teaching of code.

Supt. Berg distributed a Technology Update from Scott Beebe, Chief Technology Officer, showing a dramatic increase in the use of digital tools over the past three months. She commented that kids are heavily involved with using Chromebooks. At first it was mainly for Facebook, but that use has dropped dramatically. Teachers are adjusting as well to using the technology for planning and instruction. All of the Chromebooks will be deployed by Thanksgiving.

School Board VP Chris Nation explained that the District's phone system was also very outdated, but has also been upgraded.

Recovery Status

Supt. Berg thanked the City for its leadership and planning on the October 24 remembrance event. She especially expressed appreciation for Tara Mizell's extreme dedication and efforts. She commended Ms. Mizell for being a selfless leader throughout the process. Supt. Berg stated that the remembrance event felt like the right thing to happen. She noted that there are still 3,000 extra bulbs that need to be planted. She acknowledged Rotary for putting 5,000 holes in the ground.

Supt. Berg stated that she, the Director of Counseling Services, and the Assistant Superintendent travelled to Roseburg College in Oregon to provide support with the impacts of a recent mass shooting there. The School District tried to give the leadership

there as much support and tangible tips as possible, but it was a very difficult situation. She expressed appreciation for the City's leadership in dealing with the difficult situation.

Bond Discussion

She explained that there is a Citizens Advisory Committee that has been going since last year with about 40 members. It is a very diverse group. The School Board is serving only as technical advisors; there is a consultant managing the Committee. She spoke to the importance of getting a sense of the will of the community. The Committee's last meeting will be November 17, which is the same night as the *Paper Tiger* showing. Hopefully they will have a recommendation for the Board about the upcoming election by the end of that meeting. Members of the Committee have stated they feel very involved and included in the process. Board Member Lundberg stressed that the School District didn't have a preconceived idea about what the results would be. The group did tours of all the buildings throughout the district, and there were a lot of passionate opinions.

Round Table

- Board President Albright expressed appreciation for the City's help with the crisis support grant which will benefit both the schools and the City.
- Board Member Lundberg expressed appreciation for how well the District, the Board, the City, and the Tribes have worked together. It is about as good as it could be. He then asked what is going on with the waterfront area and if the City is buying additional land there. Mayor Nehring explained the City owns a good chunk of land there right now and is looking into the status of acquiring more. He explained that the vision is to transform the area with public projects to ultimately spur private investment. They are starting to see this happen a little bit. The goal is to have a more vibrant and walkable downtown. The City is intentionally trying to do something positive with that area.
- CAO Hirashima stated that the waterfront area has the potential to transform the entire community. The City hired a waterfront consultant to help with brainstorming and planning. The City is trying to complete the assembly of the area off of 3rd Street. The 528 interchange opens the opportunity of creating a different gateway for Marysville. This could recreate the image of entering Marysville. The consultant is looking at how those gateways and waterfront areas can be maximized. They are looking at how the waterfront can bridge the neighborhoods. Board Member Lundberg commented on the great opportunity for kayaking in that area.
- Council President Vaughan noted there is a great connection between the schools and what is happening out in the estuary right now. The children will be able to observe different species return to the area the way they did many years

ago. It is really a living laboratory. He noted that children in the Nisqually Delta area are able to travel to a learning center to observe the changes that have happened since the dike breach. In Marysville there are many streams that travel by the kids' schools that connect to the estuary. This is a great learning opportunity for the community on the interconnectedness of the environment. He is very excited about the whole project.

- Councilmember Donna Wright commented how waterways used to be the major mode of transportation. She noted that the waterways connect Marysville with Everett, Snohomish, and Tulalip. She suggested that water taxis could be a mode of transportation for the future when the roads get too crowded. She also noted that there are historical things still out in the area such as remnants from logging.
- School Board Member Lundberg noted that the waterfront project is a great one to promote a healthy community. He commented how he noticed more people outdoors last year jogging and walking than ever before. He imagines the improved waterfront will only increase this.
- School Board VP Nation expressed appreciation to the Parks Department for providing so many after school programs for kids. This is extremely valuable for kids and parents. He then asked about plans to improve the traffic flow of 88th and that area. Mayor Nehring commented that 88th is one of the City's biggest challenges because of the proximity to cemetery as well as other factors. The City is looking at a right-hand drop lane. The transportation package includes some money for 88th to do improvements. He hopes that the interchanges and other changes in the south may positively impact that situation.
- School Board President Albright commented that improvements to 51st have made a huge difference.
- School Board VP Nation stated that the Board passed a resolution regarding the oil and coal trains going through town. The Board is pushing to keep as few as possible of those going through the community. Mayor Nehring commented that the Council is in agreement; they passed a resolution a number of years ago on that. Additionally, Mayor Nehring is serving on a statewide committee regarding this topic with AWC. He noted this is a huge issue, but the main emphasis is on safety of the citizens. School Board VP Nation concurred and expressed concern about the potential for explosions and derailments, especially since there are a lot of schools in the proximity of the train tracks.
- School Board VP Nation suggested the possibility of the District, the Board, and the Tribes all meeting in the same room. As they move forward he thinks it is important to address cultural awareness in the community. There are many different cultures in the community.

- School Board Member Maksimos said she is excited about the improvements on State Avenue which improve traffic flow. Supt. Berg expressed appreciation for the Sunnyside improvements. Mayor Nehring commended the TBD for starting the process in August before the funding was even received.
- Council President Vaughan addressed the advisory vote on fireworks. The Council will be taking the citizens' opinion into account. The Council has concerns about city property, as well as schools, being hit by fireworks. Regardless of what happens with an ordinance, the City will continue to do things to address the impacts the City. Because of the way state law is written, if a ban was written today it couldn't go into effect until 2017. There is a one-year lag time. Additionally, realistically, you are not going to see fireworks end the first year it goes into effect, but it is a process that improves over the years. He commented that the City is pretty unique with its proximity to Tulalip.
- Councilmember Stevens commented on the possibility of school district bonds for the community. He thinks this is something the community has needed and desired for a long time. He is eager to see how the message comes out. He is pleased to see Totem on the list. He commented that the location of Totem really has the potential to create a great civic presence along State Avenue. He expressed appreciation for the technical update document. He stated that this is really a success document for the school district and needs to be shared with the community. He thanked the school district for what they are doing for the community.
- CAO Hirashima let everyone know that the City is actively bumping up its emergency management planning and training. Part of what they are doing is more community participation, cert training and emergency response training. The response has been overwhelming. There is apparently a huge need in the community for this kind of training. There will be a citywide oil train drill next spring. The City is going to be leasing the opera house for the next year and will be promoting arts and cultural arts in the community. They hope to work with the school district to boost opportunities for the community.
- Councilmember Donna Wright said she just returned from the National League of Cities meeting in Nashville. The City has completely redeveloped its downtown area in the last 13 areas. She expressed appreciation for the group's focus on youth and education. She stated that at the national level they are looking at how trains are affecting the cities. She stressed the importance of local leadership for making real change. She commented that the future looks bright.
- Councilmember Norton thanked the District for reaching out to the community for feedback on the Thought Exchange. Regarding arts and music, she is a big proponent of music education for kids and the whole community. She expressed appreciation about the future of music at Getchell. She applauded the district for hiring a full time music teacher. She asked about possibly providing flexibility in

scheduling to allow for a wind ensemble an elite group at Getchell. She believes this would be a successful venture. Supt. Berg said this is part of a continuing discussion about how a great concept like an SLC evolves throughout the years. She thinks they will have discussions in the future about crossovers in music. She emphasized that she is also a very strong proponent of music education.

- Board VP Nation explained the District is working to manage challenging requirements from the State Department of Education and how they can best serve the whole child. The Board agrees that they want vibrant programs in the schools as well, but they struggle with how to do that and still manage the other responsibilities. Supt. Berg noted that they have added choir in the middle schools to fill the gap between elementary and high schools. Councilmember Norton thanked the district for the great work they do.
- Mayor Nehring expressed appreciation for incremental changes for starting times at Getchell. He asked about the nationwide debate regarding start times. Supt. Berg expressed appreciation for the feedback. She noted that research has come out about the teen brain and the importance of sleep. She commented that it is complicated changing school schedules because of all the impact of other schedules, especially sports.
- Board VP Nation explained that the juniors in the district were able to go on a tour of the community college campus and Amtech for the Opportunity Expo. It was eye opening for the kids to see the opportunities around them. Donna Wright commented that the focus on vocational education has deteriorated over the years. She recommended ramping up community participation in the advisory committees again. Board VP Nation explained that the District is trying to expand the CTE programs into middle schools to give them opportunities instead of waiting until high school. Hopefully this will intrigue and engage them as they continue to move up into higher levels. Supt. Berg added that they are trying to offer more high school credits in middle school to help ease pressure in high school.
- Mayor Nehring commended Mr. Christopher's TV3 program and commented they are picking topics that are very relevant and important. There will be a great connection with the TV program and the communications program at WSU in Everett.
- Supt. Berg expressed appreciation for the City's leadership.

Adjournment

Seeing no further business, Mayor Nehring adjourned the meeting at 6:30 p.m.

Approved this _____ day of _____, 2015.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #4

COUNCIL*DRAFT*
MINUTES

Regular Meeting
November 9, 2015

Call to Order / Pledge of Allegiance

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

Roll Call

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

Mayor: Jon Nehring

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

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls and Recording Secretary Laurie Hugdahl.

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

Committee Reports

Jeff Seibert reported on the November 6 **Public Works Committee** meeting where they discussed the following:

- There was a presentation on Low Impact Development for stormwater as part of the NPDES permit. The schedule is to have code revisions reviewed and acted upon by December 2016.
- They also discussed the utility rate study. Staff is going to be recommending staying at the 2% rate increase per year. Part of the benefit of that is the City won't have to bond for any of its capital projects in the future.

DRAFT

- The City will pay off the last of its current bond debt in 2028.

Jeff Seibert reported on the November 4 **Snohomish County Solid Waste Advisory Committee** meeting where the following items were discussed:

- On November 19 they will start construction of the North County Transfer Station. There will be a three-day closure at the end of February/beginning of March. After November 19, they will only be accepting garbage, and not any hazardous waste.
- There was discussion about Cascade Rising which is a disaster preparedness exercise which will be happening in June.

Donna Wright reported on the October 28 **Public Safety Committee** meeting where they had some very good reports:

- Operation Northern Lights has met with businesses and residents to promote better security for both the businesses and shoppers.
- Operation Southern Comfort is busy talking to those that are unlawfully camping and trespassing there. The NITE Team has seen dramatic results over the year.
- With the COPS grant they are hiring three new SROs for the schools. This is a positive move for the communities.
- The property is being coded so it can be tracked better.
- The New World countywide community system is finally up and running.
- She stated the City has a great police department and they are doing a wonderful job for the City.

Presentations

A. Volunteer of the Month

Aletta Joiner was recognized as Volunteer of the Month for the month of November for her dedication to giving back to the Marysville community.

B. Marysville Pride Awards

Mayor Nehring announced the following Marysville Pride Awards:

- Best residential location: Chuck and Audrey Pilon, 6527 Armar Road
- Best business (curb appeal): Vinaccio Coffee/Allen Creek Crossing complex, 4711 64th St. NE
- Mayor's choice: Coastal Community Bank, 319 State Ave.

DRAFT

Audience Participation

Councilmember Muller recused himself.

Ken Cage, 1269 Beach Ave, Marysville, WA, spoke on behalf of the Marysville Historical Society with a request for the City to invest \$50,000 as a donation to the completion of the Marysville Historical Society/Marysville Rotary Club Museum-Town Hall project.

Councilmember Muller returned to the meeting.

Scott Davis, 8021 State Avenue, Marysville, WA, stated he purchased the building on State Avenue two years ago, but the location has been a struggle ever since. He regularly finds garbage, stolen items, and needles around his office. Additionally the covered bus stops near his office serve as overnight camp sites for homeless people. He is concerned about his and his employees' safety. He stated that he calls 911 a couple times a month. He requested that something be done with those stops.

Chief Smith stated he is familiar with the area mentioned by Mr. Davis and will have someone contact him.

Approval of Minutes

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

Motion made by Councilmember Norton, seconded by Councilmember Muller, to approve the October 12, 2015 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

Consent

2. Consider Approval of the October 20, 2015 Payroll in the Amount of \$911,039.75; Paid by Check Numbers 29341 through 29370
3. Consider Approval of the October 28, 2015 Retro Payroll in the Amount of \$165,489.37; Paid by Check Numbers 29371 through 29481
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DRAFT

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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 Approval of the Community Beautification Program Grant Review Committee's Recommendation to Award Funding
16. Consider Approval of the October 28, 2015 Claims in the Amount of \$531,828.25; Paid by Check Number 103567 through 103740 with Check Numbers 78405, 78684, 78881, 78926, 79585, 79593, 80916, 81484, 81709, 81723, 81792, 84040, 84275, 84545, 85063, 85549, 85610, 86185, 86494, 86910, 86945, 87564, 87590, 87634, 87738, 88124, 88285, 89095, 89324, 90434, 90996, 91070, 91138, 92450, 92864 & 93018 Voided

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve Consent Agenda items 2-4, 7-10, and 16. **Motion** passed unanimously (7-0).

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

Director Nielsen stated there was no additional information from staff.

Councilmember Norton asked how often this sort of thing has to happen. Director Nielsen explained it generally depends on the soil conditions. It has been 20 years since it has been done in this location.

Motion made by Councilmember Muller, seconded by Councilmember Norton, to award 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. **Motion** passed unanimously (7-0).

Public Hearings

6. Hearing Concerning the Assumption of the Rights, Powers, Immunities, Functions, and Obligations of the Marysville Transportation Benefit District

City Attorney Walker stated that this is an opportunity for the Council to consider whether or not the Council should assume the rights, powers, immunities, functions and

DRAFT

obligations of the Transportation Benefit District. CAO Hirashima stated that WCIA ran in informal survey of cities that were contemplating this because they require the City to have two separate insurance policies. Currently the City pays \$2500 for the separate policy.

The public hearing was opened at 7:37 p.m. Seeing no comments, the hearing was closed at 7:37 p.m.

Council Questions:

Councilmember Seibert asked if the TBD money would be kept separate from other money. Finance Director Langdon replied that it would continue to be held in a special fund segregated from the rest of the General Fund money.

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

Motion made by Councilmember Toyer, seconded by Councilmember Wright, to adopt Ordinance No. 3006. **Motion** passed unanimously (7-0).

New Business

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

City Attorney Walker commented this was discussed at the work session last week. It would clarify that running water and sewer service are required for healthful living in any residence. If those aren't provided, after 14 days, no one would be permitted to reside there until the proper service was restored.

Motion made by Councilmember Seibert, seconded by Councilmember Vaughan, to approve Ordinance No. 3007. **Motion** passed unanimously (7-0).

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

Director Ballew stated there was no additional information since last week.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to approve Resolution No. 2384. **Motion** passed unanimously (7-0).

Legal

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Mayor's Business

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

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve the reappointment of Jodi Condyles to the Parks and Recreation Board.

Motion passed unanimously (7-0).

Motion made by Councilmember Norton, seconded by Councilmember Muller, to approve the reappointment of Gayle Bluhm to the Parks and Recreation Board. **Motion** passed unanimously (7-0).

Other Mayor's Business:

- Thanks to the Boy Scouts in attendance.
- 5,000 pounds of food and over \$1000 were collected at the all-city food drive over the weekend.

Staff Business

Chief Smith:

- It's good to be back.
- Congratulations to everybody who made it through the last election cycle.
- The New World implementation went very well overall.
- The trial on the shooter in Marysville went out to the jury today. They are anticipating a verdict in the next day or two. He commended his officers who testified in trial.
- The camera for Comeford Park has arrived and will be installed soon to help deal with things like needles and theft.
- He went to IECF in Chicago as part of a board made up of national representatives to present the *Don't Name the Shooter* campaign. He also presented this the following week with Chief McFalls at the ALERT (Advanced Law Enforcement Rapid Response Training) conference. They also presented a debrief on the Marysville-Pilchuck shooting. The FBI is starting to press forward with a *Don't Name the Shooter* campaign as well. It's great to see support on a national level.
- He was very pleased to report that the Police Department has reached its goals of reducing crime by 20% as of mid-October. With theft they are approaching double digits. The way they capture data will be changing with the new system. It will appear that there is more crime when there really isn't because one crime may have to be reported in three different areas. He commended the Police Department for their hard work and focus on reducing crime.

Sandy Langdon:

- Congratulations to those who were re-elected.
- Finance Committee on November 18.

DRAFT

Jon Walker had no comments.

Kevin Nielsen:

- Adopt-a-Stream will be doing planting at Northpointe Park on November 14 from 10 to 2.
- The rail is up at 83rd and Grove. Handrails are being replaced all over town.
- Ingraham seems to be operating very well. There have been very few complaints.
- More traffic circles will be installed around the City.
- The entrance sign at Highway Getchell and Highway 9 looks great at night.

Jim Ballew:

- The presentation of Paper Tigers will be at the high school on November 17 at Marysville-Pilchuck High School.
- Any councilmembers interested in participating in the Marysville for the Holidays Parade should let him know.
- He is the Chair of the Snohomish County Sports Commission. There will be a free family event at the first annual Youth Sports Performance Conference held at Everett Community College on Saturday from 8 a.m. to 1:00 p.m.

Chief McFalls:

- He agreed that New World implementation went very smoothly.
- Thanks to Mayor Nehring, CAO Hirashima, and Sandy Langdon for attending the Fire District's Budget Workshop.
- Last week he attended the ALERT conference which is a national law enforcement, fire, and emergency response conference. He learned a lot and looks forward to more joint training in 2016.

Dave Koenig had no comments.

CAO Hirashima had no comments.

Call on Councilmembers

Kamille Norton:

- Congratulations to fellow Councilmembers and Mayor for their success in the election.
- Thanks to all veterans for their service to our country.
- Next Monday the City of Everett is bringing in a gentleman from Utah who headed up a movement there to do a presentation on the success they have had there.

Steve Muller:

- The all-city food drive was a great event.
- There needs to be a discussion about hunting on the Qwuloolt.
- The School Board members felt the meeting was very positive.

DRAFT

- Congratulations on the elections.
- The advisory vote on fireworks was different than previous responses. He commented that in his discussions with people they expressed that they are very patriotic, but are just tired of everything that comes with the fireworks. There was consensus to bring this up as a workshop item to decide the next steps.

Rob Toyer stated that he and Donna Wright attended the National League of Cities Conference. The downtown revitalization concept highlighted San Antonio. There were about 4,000 in attendance. Vice President Joe Biden spoke at the event on transportation. The City is very fortunate that we received the transportation money we did.

Michael Stevens:

- He agreed that the school board meeting was a very positive meeting.
- He asked if the City has a beaver policy. Director Nielsen replied that the City has a trapper under contract with the Department of Agriculture. If there is a flooding problem, they will relocate the beaver.

Jeff Seibert:

- Congratulations to reelected members.
- He asked if someone could link information about the new solid waste rules to the public.
- Congratulations to the Police Department and especially the NITE team for the participation they had with the federal drug bust.

Donna Wright reported that the National League of Cities meeting in Nashville was quite enjoyable and encouraging. She discussed the revitalization of Nashville. She learned that the 2020 census will actually begin next year. A lot of it will be done electronically. Another interesting workshop was the conflict between state and federal marijuana laws. Water infrastructure financing, greenhouse gas, and rail safety were other topics discussed at the conference.

Jeff Vaughan:

- Regarding the Solid Waste Transfer Station, he noted that some of the waste stream recycling services have not been available since the summer. This has been a big inconvenience for local businesses.
- He reported that he is now a licensed HAM radio operator. He reviewed his involvement in the HAM operator community.

DRAFT

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:11 p.m.

Approved this _____ day of _____, 2015.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #5

November 23, 2015

7:00 p.m.

City Hall

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Employee Services Awards: <ul style="list-style-type: none"> Lois Geist, Maintenance Worker 2, Streets Dept. – 20 years Tony Newman, Maintenance Worker 2, Streets Dept. – 30 years 	Presented
Employee of the Month for November: Utility Billing Team	Presented
Audience Participation	
Approval of Minutes	
Approval of the October 26, 2015 City Council Meeting Minutes	Approved
Consent Agenda	
Consider Approval of the November 4, 2015 Claims in the Amount of \$1,157,072.84; Paid by Check Numbers 103741 through 103874 with No Checks Voided	Approved
Consider Approval of the November 11, 2015 Claims in the Amount of \$647,525.84; Paid by Check Number 103875 through 104041 with No Check Numbers Voided	Approved
Consider Approval of the November 5, 2015 Payroll in the Amount \$1,661,358.81; Paid by Check Numbers 29482 through 29514	Approved
Review Bids	
Public Hearings	
Consider an Ordinance of the City of Marysville Levying Regular Taxes upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2016	Approved Ord. No. 3008
Consider an Ordinance of the City of Marysville Levying EMS Taxes upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2016	Approved Ord. No. 3009
Consider an Ordinance of the City of Marysville Determining Substantial Need Related to the Levying EMS Taxes upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2016	Approved Ord. No. 3010
Consider an Ordinance of the City of Marysville Amending the 2016 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2972	Approved Ord. No. 3011
New Business	
Consider the 2016 Addendum for the Yakima County Agreement for Jail Services	Approved
Consider the Renewal Facility Use Agreement with the United States Bankruptcy Court	Approved
Consider the Professional Services Agreement with Community Attributes, Inc. regarding Consultant Services for an Arlington-Marysville Manufacturing Industrial Center Market Study	Approved
Consider the Interlocal Agreement with the City of Arlington regarding Consultant Services for an Arlington-Marysville Manufacturing Industrial	Approved

November 23, 2015

7:00 p.m.

City Hall

Center Market Study	
Consider the Amendment No.3 to the to Grant Agreement with the Department of Ecology Decreasing the Grant Amount by \$39,363.47 to \$960,636.53	Approved
Consider the Eleventh Amendment of Interlocal Agreement with Lake Stevens for Jail Services, Amending Exhibit A	Approved
Consider the Ninth Amendment of Interlocal Agreements with the City of Arlington for Jail Services, Amending Exhibit A	Approved
Consider an Ordinance of the City of Marysville Amending the 2015 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2972	Approved Ord. No. 3012
Consider a Resolution of the City of Marysville Declaring a 1989 Honda Civic as Certain Items of Personal Property to Be Surplus and Authorizing the Sale or Disposal thereof	Approved Res. No. 2385
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:46 p.m.

COUNCIL*DRAFT*
MINUTES**Regular Meeting**
November 23, 2015**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Jeff Hastings from Reset Church gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Jon Nehring

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

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Engineer Jeff Laycock, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls and Recording Secretary Laurie Hugdahl.

Approval of the Agenda

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

Committee Reports

Kamille Norton reported on the November 18 Parks Advisory Board meeting. No action was taken, but the Board received updates on the following:

- The new vaping signs that the Snohomish County Health District provided have arrived and will go up in the parks.
- There was an update on waterfront parks and trails.

DRAFT

- The new recreation coordinator was introduced.
- 620 basketball players have signed up with the recreation department this season

Steve Muller reported on the November 12 Library Board meeting. The Board reviewed the year and looked at plans for next year. Growth is strong at the library. Sno-Isle now owns the facility so there was discussion about whether or not a board is still necessary. This will be reviewed and decided next year.

Presentations

A. Employee Services Awards

The following employees received service awards:

- Lois Geist, Maintenance Worker 2, Streets Dept. – 20 years
- Tony Newman, Maintenance Worker 2, Streets Dept. – 30 years

B. Employee of the Month

The Utility Billing Team was recognized as Employee of the Month for November for their excellent work assistance in general, and particularly with new utility billing upgrade and implementation.

Audience Participation

None

Approval of Minutes

1. Approval of the October 26, 2015 City Council Meeting Minutes

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the October 26, 2015 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

Consent

2. Consider Approval of the November 4, 2015 Claims in the Amount of \$1,157,072.84; Paid by Check Numbers 103741 through 103874 with No Checks Voided
3. Consider Approval of the November 11, 2015 Claims in the Amount of \$647,525.84; Paid by Check Number 103875 through 104041 with No Check Numbers Voided

DRAFT

4. Consider Approval of the November 5, 2015 Payroll in the Amount \$1,661,358.81; Paid by Check Numbers 29482 through 29514

Motion made by Councilmember Muller, seconded by Councilmember Norton, to approve Consent Agenda items 2, 3, and 4. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

Finance Director Langdon gave a presentation on the Finance Management Report for the quarter ending September 30, 2015 as contained in the PowerPoint handout distributed to Council. CAO Hirashima discussed the importance and role of the proposed safety position.

Finance Director Langdon summarized the proposed ordinances. The public hearing for items 5, 6, 7, and 8 was opened at 7:44 p.m. Mayor Nehring solicited public testimony. There was none. The public hearing was closed at 7:44 p.m.

5. Consider an **Ordinance** of the City of Marysville Levying Regular Taxes upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2016

Motion made by Councilmember Wright, seconded by Councilmember Norton, to adopt Ordinance No. 3008.

Councilmember Seibert asked if this is with the bank or without. Finance Director Langdon stated that this is 0% with banked capacity. Councilmember Seibert stated his preference would be to not take any bank. Finance Director Langdon reported the total is just under \$700,000. Councilmember Vaughan asked how much a future council would have available if they wanted to use the banked capacity. Finance Director Langdon noted it could be any portion of the total amount.

Motion passed unanimously (5-2) with Councilmember Vaughan and Seibert against.

6. Consider an **Ordinance** of the City of Marysville Levying EMS Taxes upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2016

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to adopt Ordinance No. 3009. **Motion** passed unanimously (7-0).

7. Consider an **Ordinance** of the City of Marysville Determining Substantial Need Related to the Levying EMS Taxes upon All Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2016

DRAFT

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to adopt Ordinance No. 3010. **Motion** passed unanimously (7-0).

8. Consider an **Ordinance** of the City of Marysville Amending the 2016 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2972

Finance Director Langdon noted that this would include the elimination of the community coordinator position.

Councilmember Toyer asked for more information about the study for \$10,000. Community Development Director Dave Koenig explained that this refers to a marketing study that Arlington and Marysville are doing together as part of the Manufacturing Industrial Center process in order to get it recognized as a regional center.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to adopt Ordinance No. 3011. **Motion** passed unanimously (7-0).

New Business

9. Consider the 2016 Addendum for the Yakima County Agreement for Jail Services

Chief Smith stated that this is just a renewal, and the rate has not changed.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to authorize the Mayor to sign the 2016 Addendum for the Yakima County Agreement for Jail Services. **Motion** passed unanimously (7-0).

10. Consider the Renewal Facility Use Agreement with the United States Bankruptcy Court

Motion made by Councilmember Toyer, seconded by Councilmember Stevens, to authorize the Mayor to sign the Renewal Facility Use Agreement with the United States Bankruptcy Court. **Motion** passed unanimously (7-0).

11. Consider the Professional Services Agreement with Community Attributes, Inc. regarding Consultant Services for an Arlington-Marysville Manufacturing Industrial Center Market Study

Dave Koenig explained the reason for doing this study is to get the Manufacturing Industrial Center for Arlington and Marysville recognized in the region. Arlington will be reimbursing Marysville for half the cost of the study.

Councilmember Norton noted that this is a different amount than was in the budget. Mr. Koenig noted that part of it (\$5,000) would be from this year's budget.

DRAFT

Motion made by Councilmember Norton, seconded by Councilmember Muller, to authorize the Mayor to sign the Professional Services Agreement with Community Attributes, Inc. regarding Consultant Services for an Arlington-Marysville Manufacturing Industrial Center Market Study. **Motion** passed unanimously (7-0).

12. Consider the Interlocal Agreement with the City of Arlington regarding Consultant Services for an Arlington-Marysville Manufacturing Industrial Center Market Study

Dave Koenig stated the ILA says that Arlington would reimburse the City for the half of the market study.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to authorize the Mayor to sign the Interlocal Agreement with the City of Arlington regarding Consultant Services for an Arlington-Marysville Manufacturing Industrial Center Market Study. **Motion** passed unanimously (7-0).

13. Consider the Amendment No.3 to the to Grant Agreement with the Department of Ecology Decreasing the Grant Amount by \$39,363.47 to \$960,636.53

Jeff Laycock reviewed this item. There were no questions or comments.

Motion made by Councilmember Muller, seconded by Councilmember Seibert, to authorize the Mayor to sign and execute Amendment No.3 to the to Grant Agreement with the Department of Ecology Decreasing the Grant Amount by \$39,363.47 to \$960,636.53 **Motion** passed unanimously (7-0)..

14. Consider the Eleventh Amendment of Interlocal Agreement with Lake Stevens for Jail Services, Amending Exhibit A

Chief Smith addressed items 14 and 15. The City's rates for jail fees are much lower than others, but costs have continued to go up. Both Lake Stevens and Arlington have been noticed of the changes. The City will be raising its rates to match the County. Changes are also being made in transporting costs to the SCORE facility. Finally, bed space will no longer be reserved for other cities, but will be made available on a space available basis.

Councilmember Toyer asked about the reason for the difference in costs between the City and the County. Chief Smith explained that originally the City's cost was low to ensure that the space was filled. Additionally, the County raised its rates last year which further increased the difference in rates.

Councilmember Vaughan asked what the actual costs are for booking someone. Chief Smith indicated they have not done a study on that. He noted that it will still not cover overall costs. Councilmember Vaughan thought that cost recovery would be an important consideration when looking at building a new jail facility. Chief Smith concurred.

DRAFT

CAO Hirashima explained the City is trying to maximize the return on the jail facility costs. Councilmember Vaughan expressed support for the City covering its own costs.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to authorize the Mayor to sign the Eleventh Amendment of Interlocal Agreement with Lake Stevens for Jail Services, Amending Exhibit A. **Motion** passed unanimously (7-0).

15. Consider the Ninth Amendment of Interlocal Agreements with the City of Arlington for Jail Services, Amending Exhibit A

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to authorize the Mayor to sign the Ninth Amendment of Interlocal Agreements with the City of Arlington for Jail Services, Amending Exhibit A. **Motion** passed unanimously (7-0).

16. Consider an **Ordinance** of the City of Marysville Amending the 2015 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2972

Finance Director Langdon reviewed the budget amendments to the 2015 Budget as contained on Exhibit A on page 16-5 of the Council packet.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to approve Ordinance No. 3012. **Motion** passed unanimously (7-0).

17. Consider a **Resolution** of the City of Marysville Declaring a 1989 Honda Civic as Certain Items of Personal Property to Be Surplus and Authorizing the Sale or Disposal thereof

Chief Smith stated this is a vehicle that the Department used, but is no longer useful.

Motion made by Councilmember Norton, seconded by Councilmember Toyer, to adopt Resolution 2385. **Motion** passed unanimously (7-0).

Legal

Mayor's Business

Mayor Nehring:

- AWC City Action Day in Olympia on January 27-28 this year. Councilmembers should Tanya know by tomorrow if they are going so she can book hotel rooms.
- He attended Hop Jacks ribbon cutting today at 11 a.m.
- There is a slight chance of snow tonight.
- He received notice that the Finance Department received a certificate of achievement on Excellence in Financial Reporting. This is the highest form of recognition in governmental accounting and represents a significant

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accomplishment by any government and its management who gets one. He congratulated Sandy Langdon and her group.

- Happy Thanksgiving to everyone.

Staff Business

Chief Smith:

- He and his staff are still participating in No Shave November. They have raised close to \$1000 so far.
- He has been very busy this month. He was at IECF in Chicago doing a presentation for Don't Name the Shooter, at an ALERT conference in Texas after that, and most recently in Chelan for a command staff leadership activity. He is glad to be back home.
- Happy Thanksgiving to everyone.
- He gave an update on Operation Southern Comfort for the month of October.

Sandy Langdon:

- She received notice on Friday that the City's bonds have been upgraded one level to AA3 as a result of Council's policy's, assessment values, recovery, rapid growth rate, and ample affordable land available for industrial and residential.
- Happy Thanksgiving to everyone.

Dave Koenig:

- He gave a shout out to the building inspectors and construction inspectors involved in all the new construction projects going on in the City. They have been extremely busy.

Chief McFalls announced that Santa would be out with firefighters next week helping to collect food for the Marysville Food Bank. He is proud to be part of such a giving community and part of Team Marysville.

Jim Ballew:

- Congratulations to Sandy Langdon and her team for their award.
- The windstorm damage that was sustained by Parks was pretty significant. It will take another month or two to clean up the golf course. Two boathouses were lost at the marina. Foothills lost over a dozen trees. Deering is closed until it can get cleaned up.
- Marysville for the Holidays parade will be on the first Saturday of December. The Tour of Lights will proceed after that.
- Happy Thanksgiving to everyone.

Jeff Laycock:

- He is thankful to have been recently appointed as City Engineer.
- He gave a project update on State Avenue. This should be wrapped up by the end of the year.

DRAFT

- Thanks to Streets and other departments for their help during the storm. Mayor Nehring commended Public Works for their great cleanup efforts.
- Happy Thanksgiving to everyone.

Councilmember Muller asked about the Public Works meeting on December 4.

Gloria Hirashima:

- Thanks to Council and Mayor Nehring for leadership in terms of overall operation.
- The Budget Review also demonstrates that the City is in a good position and has been managing its finances well. She commented that the biennial budget has been very helpful for long-term planning and getting other projects done.
- Thanks to Sandy Langdon for her department's work and all departments for their cooperation with their budgets.
- Thanks to all departments involved in the windstorm response.
- The trial involving the police shooting was resolved last week. She thanked the police department for their assistance.

Call on Councilmembers

Kamille Norton:

- Congratulations to Sandy Langdon and her department.
- She hopes it does snow.
- Happy Thanksgiving.
- Go Huskies.

Steve Muller:

- Congratulations to Sandy Langdon and her department for their award.
- Go Cougars.
- Happy Thanksgiving to everyone. He expressed gratitude for the country we live in and all we have.

Rob Toyer echoed other comments.

Michael Stevens:

- He also expressed gratitude and a hope for snow.
- Congratulations to Sandy Langdon and her department.
- He is looking forward to basketball season.
- He will not be present for the December 7 workshop as he will be on vacation.

Jeff Seibert:

- Congratulations to Sandy Langdon and her team for their award.
- The response to the windstorm was a great example of the willingness of the public to help out in an emergency. He expressed appreciation to everyone who helped out in response to the windstorm.

DRAFT

- He asked Jeff Laycock about the status of the light going westbound at 88th and 36th. The loop on the signal is bad. Mr. Laycock indicated he would follow up on that.
- Happy Thanksgiving to everyone.

Donna Wright:

- Congratulations to Sandy Langdon and her staff for the award and all the work they do to keep the City in good financial shape.
- She requested a discussion of the request from the Historical Society to complete the museum in January. CAO Hirashima noted they would put that on the work session agenda for January.

Jeff Vaughan:

- He echoed the appreciation for the response to the windstorm, the financial situation of the City.
- Happy Thanksgiving to everyone.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:46 p.m.

Approved this _____ day of _____, 2015.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Update
Index #19

DRAFT

TRANSPORTATION BENEFIT DISTRICT MEETING MINUTES



April 27, 2015

Call to Order

Board Vice Chair Steve Muller called the meeting to order at 6:59 p.m.

Motion made by Board Member Stevens, second by Board Member Toyer, to adjourn and reconvene the TBD Board meeting following the Council meeting. **Motion** passed unanimously (6-0).

Adjournment

The meeting was recessed at 6:59 p.m. and reconvened at 7:49 p.m.

Roll Call

Finance Director Sandy Langdon gave the roll call. The following staff and board members were in attendance.

Mayor:	Jon Nehring
Board Vice Chair:	Steve Muller
Board:	Kamille Norton, Jeff Seibert, Michael Stevens, Donna Wright, Rob Toyer
Absent:	Jeff Vaughan
Also Present:	Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Project Manager Jeff Laycock and Recording Secretary Laurie Hugdahl.

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Motion made by Board Member Toyer, seconded by Board Member Stevens to approve the absence of Board Chair Vaughan. **Motion** passed unanimously (6-0).

Approval of the Agenda

Motion made by Board Member Norton, seconded by Board Member Seibert, to approve the agenda. **Motion** passed unanimously (6-0).

Presentations

1. 2014 Transportation Benefit District Annual Report

Project Manager Jeff Laycock gave the 2014 Transportation Benefit District Annual Report as contained in the TBD Packet. The information will be posted for the public online.

There were no comments or questions.

2. 2015 Transportation Benefit District Projects

Project Manager Jeff Laycock then reviewed the 2016 TBD Projects, noting that the first portion of the projects will include overlays for Sunnyside Blvd, 100th Street and 60th. Those projects total approximately \$800,000. Construction will begin on Wednesday and occur over the course of the next couple months into June. Signs are starting to go up. Also, as part of the overlays for 2015, the City will be doing pavement repair and replacing sidewalk ramps on Sunnyside. This project will be underway in July or August. The City is partnering with the County and will be using \$500,000 to do an ultrathin overlay.

Other city overlay projects which are not TBD projects include:

- 67th Avenue - currently out to bid, approximately \$615,000 of which \$500,000 is grant funding
- Parkside Manor shoulder improvement and paving – approximately \$500,000 in pavement preservation city funds will be used this year

There are approximately \$2.5 million in overlay projects happening overall this year and about \$1.35 million in TBD overlay projects.

Mr. Laycock noted that the Board approved the 152nd shoulder project and the Parkside shoulder improvement project last year for approximately \$250,000. Staff is proposing to keep 152nd as a contingent project, but use the \$250,000 for shoulder and sidewalk improvements on Grove Street. The funds from 152nd will be used as match money for a grant for the Grove Street project. However, if TBD revenues come in higher staff would put 152nd Street back on the list for this year and bring it back to the TBD for approval.

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Board Vice Chair Muller asked how prices compare to last year. Mr. Laycock stated that prices are pretty similar to last year. Director Nielsen said he expects prices to go up with all the growth happening in Seattle.

Approval of Minutes

3. Approval of the December 8, 2014 Transportation Benefit District Meeting Minutes.

Motion made by Board Member Seibert, seconded by Board Member Stevens, to approve the minutes as presented. **Motion** passed unanimously (6-0).

New Business

4. Election of Officers

Board Member Seibert nominated Board Member Vaughan as Board Chair. The motion was seconded by Board Member Stevens.

There were no other nominations for Board Chair.

Motion passed unanimously (6-0) to elect Board Member Vaughan as Board Chair.

Board Member Stevens nominated Board Member Muller as Vice Chair. Board Member Stevens seconded by motion.

There were no other nominations for Board Vice Chair.

Motion passed unanimously (5-0) to elect Board Member Muller as Board Vice Chair with Board Vice Chair Muller abstaining.

Board Member Seibert said it was great seeing projects get done. He thinks it was a good choice by citizens to form the Transportation Benefit District. He hopes they are able to see that.

Director Nielsen said the overlays are the number one most positive comments the City receives from the public.

Board Member Seibert said he heard all the expansion joints on I-5 will be replaced from Eastmont to the Sunnyside Bridge. He asked that the citizens be notified. Director Nielsen concurred, but said they are waiting to hear details about the construction schedule. It will be night work. Staff is also waiting to hear about the cantilevers for the railroad.

Other Business

DRAFT

Adjournment

Motion made by Board Member Toyer, seconded by Board Member Norton to adjourn the meeting at 8:08 p.m. **Motion** passed unanimously (6-0).

Approved this _____ day of _____, 2015.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 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 November 18, 2015 claims in the amount of \$638,671.82 paid by Check No. 104042 through 104193 with no Check No. 100924 voided.
COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-11

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 **\$638,671.82 PAID BY CHECK NO.'S 104042 THROUGH 104193 WITH CHECK NO.100924 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14th DAY OF DECEMBER 2015.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DATE: 11/18/2015
TIME: 9:51:10AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 1

FOR INVOICES FROM 11/12/2015 TO 11/18/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104042	REVENUE, DEPT OF	SALES AND USE TAXES-OCT 2015	COMMUNITY DEVELOPMENT-	3.90
	REVENUE, DEPT OF		POLICE ADMINISTRATION	38.19
	REVENUE, DEPT OF		CITY STREETS	119.68
	REVENUE, DEPT OF		ER&R	244.05
	REVENUE, DEPT OF		PRO-SHOP	274.37
	REVENUE, DEPT OF		GENERAL FUND	793.62
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,690.56
	REVENUE, DEPT OF		RECREATION SERVICES	1,844.73
	REVENUE, DEPT OF		GOLF COURSE	5,160.03
	REVENUE, DEPT OF		STORM DRAINAGE	5,699.25
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	29,172.83
	REVENUE, DEPT OF		UTIL ADMIN	58,182.08
104043	AMERICAN CLEANERS	DRY CLEANING	OFFICE OPERATIONS	49.50
	AMERICAN CLEANERS		POLICE PATROL	67.18
	AMERICAN CLEANERS		DETENTION & CORRECTION	77.77
	AMERICAN CLEANERS		POLICE INVESTIGATION	78.28
	AMERICAN CLEANERS		POLICE ADMINISTRATION	143.02
104044	ASSOC EARTH SCIENCES	PHASE 1 ESA	WATER CAPITAL PROJECTS	2,500.00
	ASSOC EARTH SCIENCES	WORK PERFORMED	WATER CAPITAL PROJECTS	5,750.00
104045	BANK OF AMERICA	RECEPTION REIMBURSEMENT	EXECUTIVE ADMIN	30.00
104046	BANK OF AMERICA	EMPLOYEE APPRECIATION LUNCH	UTIL ADMIN	86.28
104047	BANK OF AMERICA	SUPPLY/SERVICE REIMBURSEMENT	FINANCE-GENL	20.66
	BANK OF AMERICA		COMPUTER SERVICES	32.59
	BANK OF AMERICA		COMPUTER SERVICES	262.44
104048	BANK OF AMERICA	TRAINING/TRAVEL REIMBURSEMENT	LEGAL - PROSECUTION	48.00
	BANK OF AMERICA		LEGAL-GENL	390.00
104049	BANK OF AMERICA	SUPPLY/TRAVEL REIMBURSEMENT	EXECUTIVE ADMIN	78.29
	BANK OF AMERICA		CITY COUNCIL	229.08
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	398.74
104050	BANK OF AMERICA		PARK & RECREATION FAC	9.78
	BANK OF AMERICA		GOLF ADMINISTRATION	30.50
	BANK OF AMERICA		PARK & RECREATION FAC	52.59
	BANK OF AMERICA		COMMUNITY EVENTS	107.48
	BANK OF AMERICA		OPERA HOUSE	109.72
	BANK OF AMERICA		PARK & RECREATION FAC	583.91
104051	BARNES, CHRISTINE	UB 983817000000 3817 64TH AVE	WATER/SEWER OPERATION	267.33
104052	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	16.80
104053	BERG, EDWARD	REFUND CLASS FEES	PARKS-RECREATION	45.00
104054	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	1,767.57
104055	BEST WAY COMMUNICATI	VHF RADIOS	ER&R	3,152.23
104056	BILLING DOCUMENT SPE	LOCKBOX PROCESSING	UTILITY BILLING	987.94
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,737.39
104057	BILLS BLUEPRINT INC	OPERA HOUSE PROJECT	ENGR-GENL	15.72
	BILLS BLUEPRINT INC		RECREATION SERVICES	34.65
104058	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	536.93
104059	BOYD, RAE	INMATE MEDICAL SERVICE-OCT 201	DETENTION & CORRECTION	1,900.00
104060	BOYDEN ROBINETT & AS	UB 651449109300 10408 60TH AVE	WATER/SEWER OPERATION	65.81
104061	BRADY, GAIL	REFUND CLASS FEES	PARKS-RECREATION	73.00
104062	BRANDT, NISSA	BENEFITS FAIR	PERSONNEL ADMINISTRATIO	300.00
104063	BRESSLER, JUDITH S	UB 040800000000 9109 60TH DR N	WATER/SEWER OPERATION	33.96
104064	BUELER, DAVE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104065	CARROLL, KAREN	REFUND CLASS FEES	PARKS-RECREATION	70.00

DATE: 11/18/2015
 TIME: 9:51:10AM

**CITY OF MARYSVILLE
 INVOICE LIST**

PAGE: 2

FOR INVOICES FROM 11/12/2015 TO 11/18/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104066	CEMEX	ASPHALT	ROADWAY MAINTENANCE	209.14
	CEMEX		ROADWAY MAINTENANCE	425.16
	CEMEX		ROADWAY MAINTENANCE	3,662.69
104067	CENTRAL WELDING SUPP	CARBON DIOXIDE	WATER SERVICE INSTALL	99.53
	CENTRAL WELDING SUPP	GLOVES	SOLID WASTE OPERATIONS	152.10
104068	CHENNAULT, KARI	REIMBURSE MEALS-TRAINING	UTIL ADMIN	22.54
104069	CHICAGO TITLE INSURA	ALTA OWNERS POLICY	ARTERIAL STREET-GENL	546.00
	CHICAGO TITLE INSURA	ALTS OWNERS POLICY	ARTERIAL STREET-GENL	546.00
104070	CHRISTMAS DONE BRIGH	TOUR OF LIGHTS INFLATABLES	GOLF COURSE	-225.06
	CHRISTMAS DONE BRIGH		PRO-SHOP	2,782.56
104071	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	255.45
104072	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	59.83
	COOP SUPPLY		K9 PROGRAM	59.83
104073	CORRO, ERON	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104074	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	16.10
104075	COUGAR TREE SERVICE	TREE REMOVAL	GMA - STREET	707.20
104076	DAY WIRELESS SYSTEMS	RADIO REPAIR	POLICE PATROL	481.70
104077	DELABARRE, REGAN & K	UB 755506000000 5506 75TH AVE	WATER/SEWER OPERATION	77.18
104078	DIAMOND B CONSTRUCT	REPLACE IGNITOR	ADMIN FACILITIES	341.35
	DIAMOND B CONSTRUCT	REPLACE FAN UNIT	PUBLIC SAFETY BLDG.	1,234.89
104079	DICKS TOWING	TOWING EXPENSE-15-200434	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-15-200450	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-20-0434	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-20-1157	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-5525	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-5625	POLICE PATROL	43.52
104080	DUPLON, JENAIDA	REFUND CLASS FEES	PARKS-RECREATION	45.00
104081	DURHAM, JOSIAH & SAM	UB 986829000000 6929 38TH PL N	WATER/SEWER OPERATION	68.75
104082	E&E LUMBER	DOOR PULL	PUBLIC SAFETY BLDG.	4.69
	E&E LUMBER	SIGNS	POLICE PATROL	7.58
	E&E LUMBER	HOLE SAW AND ARBORS	WATER DIST MAINS	44.89
104083	ENVIRONMENTAL CONTRO	JANITORIAL SERVICES	WATER FILTRATION PLANT	56.65
	ENVIRONMENTAL CONTRO		COMMUNITY CENTER	280.00
	ENVIRONMENTAL CONTRO		PARK & RECREATION FAC	500.37
	ENVIRONMENTAL CONTRO		COMMUNITY CENTER	566.46
	ENVIRONMENTAL CONTRO		WASTE WATER TREATMENT F	679.75
	ENVIRONMENTAL CONTRO		UTIL ADMIN	1,132.91
	ENVIRONMENTAL CONTRO		MAINT OF GENL PLANT	1,594.47
	ENVIRONMENTAL CONTRO		COURT FACILITIES	1,699.37
	ENVIRONMENTAL CONTRO		PUBLIC SAFETY BLDG.	1,790.00
	ENVIRONMENTAL CONTRO		ADMIN FACILITIES	1,978.51
104084	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	216.00
104085	FEDEX	SHIPPING EXPENSE	PUMPING PLANT	8.97
104086	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	42,000.00
104087	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	27.96
	FRONTIER COMMUNICATI	ACCT #36065894930725005	RECREATION SERVICES	28.89
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	28.90
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIOI	71.11
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	244.11
104088	FULLERTON & ASSOCIAT	1ST STREET PROJECT	GMA - STREET	4,290.00
104089	GALASSO, MICHAEL & M	UB 761302552001 7725 81ST PL N	WATER/SEWER OPERATION	216.49
104090	GALLS, LLC	UNIFORM-ORSBORN	OFFICE OPERATIONS	17.35

DATE: 11/18/2015
TIME: 9:51:10AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 3

FOR INVOICES FROM 11/12/2015 TO 11/18/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104090	GALLS, LLC	UNIFORM-PIFFATH	DETENTION & CORRECTION	17.35
	GALLS, LLC	UNIFORM-YOUNG	POLICE PATROL	17.35
	GALLS, LLC	LISTENING DEVICE	POLICE PATROL	47.33
	GALLS, LLC	UNIFORM-PIFFATH	DETENTION & CORRECTION	86.78
	GALLS, LLC	UNIFORM-NEWMAN	OFFICE OPERATIONS	92.61
	GALLS, LLC	UNIFORM-ORSBORN	OFFICE OPERATIONS	176.56
104091	GEORGE, ILIA	UB 984226820000 4226 82ND AVE	WATER/SEWER OPERATION	210.54
104092	GEOTEST SERVICES INC	DENSITY TESTING	GMA - STREET	6,886.40
104093	GOOLSBY, MATTHEW	MEAL REIMBURSEMENT-TRAINING	POLICE TRAINING-FIREARMS	53.46
104094	GRAHAM, KATIE	REFUND CLASS FEES	PARKS-RECREATION	20.00
104095	GRAINGER	PADLOCKS, BLADES AND TAGS	WASTE WATER TREATMENT F	372.71
104096	GRANITE CONST	STAKES, WOOD LATHS AND PAINT	TRANSPORTATION MANAGEM	114.85
104097	GRASSL, LEAH	REIMBURSE MEETING SUPPLY EXPEN	STORM DRAINAGE	16.32
104098	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	CITY CLERK	30.10
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.10
	GREATAMERICA FINANCI		FINANCE-GENL	30.10
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIO	30.10
	GREATAMERICA FINANCI		UTILITY BILLING	30.10
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.10
	GREATAMERICA FINANCI		POLICE PATROL	36.12
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.12
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.12
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.12
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.13
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	38.45
	GREATAMERICA FINANCI		ENGR-GENL	38.45
	GREATAMERICA FINANCI		UTIL ADMIN	38.45
104099	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
104100	GUY, KRISTIE	REIMBURSE MILEAGE	PERSONNEL ADMINISTRATIO	182.85
104101	HELM	FORD IDS ANNUAL RENEWAL	ER&R	-39.60
	HELM		EQUIPMENT RENTAL	489.60
104102	HOGAN, DANIEL	UB 164220000000 4311 130TH PL	WATER/SEWER OPERATION	34.55
104103	HUNTER, CYNTHIA	RENTAL DEPOSIT REFND	GENERAL FUND	200.00
104104	IRISH, ANDY	UB 761336270002 7817 73RD PL N	WATER/SEWER OPERATION	28.89
104105	KAM, WALLACE C	UB 050190000000 9514 59TH DR N	WATER/SEWER OPERATION	46.90
104106	KEYSTONE RENTALS & R	UB 651132291501 8327 96TH ST N	WATER/SEWER OPERATION	23.54
104107	KIRK, RONA	REFUND C_ASS FEES	PARKS-RECREATION	70.00
104108	KROGMAN, IRENE	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
104109	LAB/COR, INC.	LAB ANALYSIS	WATER QUAL TREATMENT	810.00
104110	LASTING IMPRESSIONS	UNIFORM-ORSBORN	OFFICE OPERATIONS	56.23
	LASTING IMPRESSIONS	UNIFORM-CHAPLAINS	POLICE ADMINISTRATION	168.56
104111	LEIGH, RENEE	REFUND CLASS FEES	PARKS-RECREATION	70.00
104112	LES SCHWAB TIRE CTR	TIRES	ER&R	915.95
104113	LEWIS, RICHARD (BUCK	UB 220460000001 4607 127TH ST	WATER/SEWER OPERATION	1,485.14
104114	LICENSING, DEPT OF	AUSTIN, KENNETH (RENEVAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	EISCHEN, SUSAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HINRICKSON, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GETTY, JENNIFER (LT RENEVAL)	GENERAL FUND	21.00
104115	LIEN, MARGUERITE	REFUND CLASS FEES	PARKS-RECREATION	73.00

DATE: 11/18/2015
TIME: 9:51:10AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 4

FOR INVOICES FROM 11/12/2015 TO 11/18/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104116	LOWES HIW INC	BATTERIES	SOURCE OF SUPPLY	28.88
	LOWES HIW INC	CLEANING SUPPLIES	PUBLIC SAFETY BLDG.	47.96
	LOWES HIW INC	HARDWARE	SOURCE OF SUPPLY	121.59
104117	LUMIA, MARTY	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-4.41
	LUMIA, MARTY		WATER/SEWER OPERATION	100.00
104118	LUTSCHG, BRAIN	REIMBURSE VEHICLE DAMAGE REPAI	POLICE PATROL	168.70
104119	MARYSVILLE AWARDS	PLAQUES	EXECUTIVE ADMIN	1,042.29
104120	MARYSVILLE EQUIP	DOZER RENTAL	STORM DRAINAGE	3,568.64
104121	MARYSVILLE FIRE	CPR/FIRST AID TRAINING	EXECUTIVE ADMIN	106.20
104122	MARYSVILLE PRINTING	BUSINESS CARDS AND ENVELOPES	POLICE PATROL	445.97
104123	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	21.79
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	46.45
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	69.15
	MARYSVILLE, CITY OF	UTILITY SERVICE-1620 1ST ST	GMA - STREET	85.15
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	113.00
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	113.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	113.89
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	142.76
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	190.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	196.02
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	642.29
	MARYSVILLE, CITY OF	UTILITY SERVICE-1326 1ST ST #B	STORM DRAINAGE	647.96
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	752.67
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	854.43
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	WASTE WATER TREATMENT F	1,407.67
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	1,690.65
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	WASTE WATER TREATMENT F	1,893.33
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,844.83
104124	MAUL FOSTER & ALONGI	PROFESSIONAL SERVICES	STORM DRAINAGE	4,996.25
104125	MCLOUGHLIN & EARDLEY	PATROL CAR OUTFITTING EQUIPMEN	ER&R	-422.80
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	746.76
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	746.76
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	746.76
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	746.76
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	746.76
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	746.77
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	746.77
104126	MESSERLY, CONNIE	REIMBURSE BENEFITS FAIR EXPENS	PERSONNEL ADMINISTRATIOI	61.05
104127	MICROFLEX INC	SALES TAX AUDIT PROGRAM	FINANCE-GENL	50.00
104128	MOORE MEDICAL CORP	EVIDENCE SUPPLIES	POLICE PATROL	577.12
104129	MPI FARMS	FILL STATION PERMIT AND USAGE	WATER-UTILITIES/ENVIRONM	-17.50
	MPI FARMS		WATER/SEWER OPERATION	100.00
104130	MPOA	REISSUE LOST PR CHECK # 28967	PAYROLL CLEARING	5,692.66
104131	MRSC	MRSC ROSTERS-RENEWAL	FINANCE-GENL	360.00
104132	NATIONAL BARRICADE	BARRELS, BARRICADES, SIGNS AND	TRANSPORTATION MANAGEM	135.53
	NATIONAL BARRICADE	SIGNS	TRAFFIC CONTROL DEVICES	371.41
	NATIONAL BARRICADE	BARRELS AND BARRICADE LIGHTS	TRAFFIC CONTROL DEVICES	597.30
104133	NEXSITE ONLINE	2015 ACTIVITY GUIDE	RECREATION SERVICES	6,256.66
104134	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	8.69
	OFFICE DEPOT		SOLID WASTE OPERATIONS	26.10

DATE: 11/18/2015
TIME: 9:51:10AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 5

FOR INVOICES FROM 11/12/2015 TO 11/18/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104134	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	38.37
	OFFICE DEPOT		POLICE PATROL	55.64
	OFFICE DEPOT		ENGR-GENL	72.94
	OFFICE DEPOT		ENGR-GENL	79.20
	OFFICE DEPOT		POLICE INVESTIGATION	85.29
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	145.88
	OFFICE DEPOT		FINANCE-GENL	174.63
	OFFICE DEPOT		POLICE PATROL	228.41
	OFFICE DEPOT	CHAIRS	CRIME PREVENTION	293.73
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	464.73
104135	PACIFIC PLUMBING	WATER COOLER CREDIT	UTIL ADMIN	-1,087.32
	PACIFIC PLUMBING	WATER COOLER	UTIL ADMIN	1,343.41
	PACIFIC PLUMBING	WATER COOLERS	UTIL ADMIN	2,508.83
104136	PARTNER CONST PROD	MINI MELTER AND POUR POTS	ROADWAY MAINTENANCE	1,628.19
104137	PAYMENTUS	TRANSACTION FEES-OCT 2015	UTILITY BILLING	16,551.76
104138	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	29.38
	PGC INTERBAY LLC		PRO-SHOP	34.37
	PGC INTERBAY LLC		PRO-SHOP	35.13
	PGC INTERBAY LLC		MAINTENANCE	35.13
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF ADMINISTRATION	40.00
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	73.25
	PGC INTERBAY LLC		PRO-SHOP	103.51
	PGC INTERBAY LLC		MAINTENANCE	106.69
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF ADMINISTRATION	107.20
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	131.37
	PGC INTERBAY LLC		MAINTENANCE	149.36
	PGC INTERBAY LLC		MAINTENANCE	173.11
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	192.64
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	246.13
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	257.86
	PGC INTERBAY LLC		GOLF ADMINISTRATION	298.42
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	369.90
	PGC INTERBAY LLC		MAINTENANCE	673.64
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	678.32
	PGC INTERBAY LLC		GOLF ADMINISTRATION	903.37
	PGC INTERBAY LLC		MAINTENANCE	945.00
	PGC INTERBAY LLC		MAINTENANCE	953.36
	PGC INTERBAY LLC		MAINTENANCE	1,038.22
	PGC INTERBAY LLC		MAINTENANCE	2,079.93
	PGC INTERBAY LLC		MAINTENANCE	3,038.44
	PGC INTERBAY LLC		GOLF COURSE	3,308.00
	PGC INTERBAY LLC		GOLF COURSE	3,362.59
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	4,925.29
	PGC INTERBAY LLC		MAINTENANCE	8,760.63
104139	PILCHUCK VETERINARY	ANIMAL CARE-MP15-7738	ANIMAL CONTROL	150.00
	PILCHUCK VETERINARY		ANIMAL CONTROL	325.50
104140	PK MGMT GRP C/O ASSE	UB 331620000000 4347 150TH ST	WATER/SEWER OPERATION	25.44
104141	PLANALP, SARAH	REFUND CLASS FEES	PARKS-RECREATION	80.00
104142	PLATT ELECTRIC	TIMER CREDIT	WASTE WATER TREATMENT F	-178.43
	PLATT ELECTRIC	SOCKET	SOURCE OF SUPPLY	4.70
	PLATT ELECTRIC	RELAY MONITOR	SOURCE OF SUPPLY	159.96
	PLATT ELECTRIC	RELAMP OFFICES AND BALLASTS	UTIL ADMIN	184.20

DATE: 11/18/2015
TIME: 9:51:10AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 6

FOR INVOICES FROM 11/12/2015 TO 11/18/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104143	PROFORCE LAW ENFORC	HOLSTER CREDIT	POLICE PATROL	-115.87
	PROFORCE LAW ENFORC	GUN REPAIR	POLICE PATROL	1,028.59
104144	PROGRESSIVE BUSINESS	WEBINAR-ARC FLASH SAFETY UPDAT	UTIL ADMIN	199.00
104145	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	7.57
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	16.14
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	23.87
	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	24.06
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	27.22
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	42.59
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	47.84
	PUD	ACCT #2035-0002-0	STREET LIGHTING	48.11
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	51.71
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	57.61
	PUD	ACCT #2025-2469-0	PUMPING PLANT	59.28
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	60.65
	PUD	ACCT #2020-1181-3	PUMPING PLANT	86.30
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	112.47
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERT	137.35
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	137.93
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	148.44
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	184.83
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	376.04
	PUD	ACCT#2021-7733-3	MAINT OF GENL PLANT	800.11
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,124.61
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	1,257.38
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,538.52
104146	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG.	10.83
	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	60.37
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	75.83
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	81.35
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	168.76
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	188.50
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	214.82
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	490.02
104147	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	3.64
104148	PURCELL, CATHERINE	UB 840100710001 6415 81ST DR N	WATER/SEWER OPERATION	23.50
104149	RAM CONSTRUCTION	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-305.20
	RAM CONSTRUCTION		WATER/SEWER OPERATION	1,150.00
104150	RICKS, DOUGLAS F	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
104151	RONK, FRED	UB 761708580000 7109 67TH ST N	WATER/SEWER OPERATION	113.91
104152	ROSEMOUNT ANALYTICAL	MONITORING EQUIP	WATER QUAL TREATMENT	-4,584.44
	ROSEMOUNT ANALYTICAL		WATER QUAL TREATMENT	4,584.44
	ROSEMOUNT ANALYTICAL		WATER QUAL TREATMENT	4,987.87
104153	SANDERS, KATHY	UB 840100740002 6513 81ST DR N	WATER/SEWER OPERATION	94.94
104154	SEBAGH, ISAM	UB 810880000001 6426 50TH DR N	WATER/SEWER OPERATION	26.80
104155	SEIBERT, JEFF	UB 870091000000 5004 80TH ST N	WATER/SEWER OPERATION	44.39
104156	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	SHRED-IT US		FINANCE-GENL	7.46
	SHRED-IT US		UTILITY BILLING	7.47
	SHRED-IT US		POLICE INVESTIGATION	52.25
	SHRED-IT US		POLICE PATROL	52.25
	SHRED-IT US		DETENTION & CORRECTION	52.25

DATE: 11/18/2015
TIME: 9:51:10AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 7

FOR INVOICES FROM 11/12/2015 TO 11/18/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104156	SHRED-IT US	MONTHLY SHREDDING SERVICE	OFFICE OPERATIONS	52.80
104157	SMITH, ERIC	UB 984910000003 4910 71ST AVE	WATER/SEWER OPERATION	235.06
104158	SNO CO TREASURER	CRIME VICTIM/WITNESS FEES	CRIME VICTIM	656.80
104159	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	78,009.35
104160	SOCRATA INC	DATA SERVICES	EXECUTIVE ADMIN	17,136.00
104161	SOFTWAREONE INC	LICENSES	CRIME PREVENTION	184.89
	SOFTWAREONE INC		WASTE WATER TREATMENT F	356.36
	SOFTWAREONE INC		PUBLIC SAFETY BLDG.	356.36
	SOFTWAREONE INC		MUNICIPAL COURTS	356.36
	SOFTWAREONE INC		STORM DRAINAGE	356.36
	SOFTWAREONE INC		DRUG ENFORCEMENT	356.36
	SOFTWAREONE INC		TRANSPORTATION MANAGEM	356.36
	SOFTWAREONE INC		TRIBAL GAMING-GENL	356.36
	SOFTWAREONE INC		COMPUTER SERVICES	369.78
	SOFTWAREONE INC		COMMUNITY DEVELOPMENT-	417.99
	SOFTWAREONE INC		LEGAL-GENL	417.99
	SOFTWAREONE INC		CITY CLERK	417.99
	SOFTWAREONE INC		LEGAL-GENL	417.99
	SOFTWAREONE INC		WATER DIST MAINS	712.72
	SOFTWAREONE INC		TRIBAL GAMING-GENL	712.72
	SOFTWAREONE INC		EQUIPMENT RENTAL	1,130.71
	SOFTWAREONE INC		IS REPLACEMENT ACCOUNTS	26,139.60
104162	SONSRAY MACHINERY	REPLACE HEAD GASKET-#551	EQUIPMENT RENTAL	5,061.05
104163	SOUND PUBLISHING	LEGAL AD	CITY CLERK	92.88
104164	SOUND PUBLISHING		WATER CAPITAL PROJECTS	168.28
104165	SOUND PUBLISHING	EMPLOYMENT ADS	UTIL ADMIN	315.52
	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-	720.49
104166	SOUND SAFETY	GLOVES	ER&R	509.18
104167	SOUTHERN COMPUTER	BATTERY AND MEMORY	IS REPLACEMENT ACCOUNTS	141.59
	SOUTHERN COMPUTER	MDC REPLACEMENTS	COMPUTER SERVICES	1,862.22
104168	STAPLES	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	20.87
	STAPLES		UTIL ADMIN	77.17
	STAPLES		COMMUNITY DEVELOPMENT-	100.83
	STAPLES		PERSONNEL ADMINISTRATIOI	125.31
104169	STATE PATROL	FINGERPRINT ID SERVICES	OFFICE OPERATIONS	158.25
	STATE PATROL		GENERAL FUND	206.50
	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIOI	420.00
104170	STERLING REF. LAB	SCREENING	DETENTION & CORRECTION	10.00
104171	STROSCHIN, CELESTE	REFUND CLASS FEES	PARKS-RECREATION	45.00
104172	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	277.12
104173	TARPLEY, CAROLINE	REFUND CLASS FEES	PARKS-RECREATION	46.00
104174	THOMAS, MARK	REIMBURSE PARKING FEES	POLICE PATROL	12.00
104175	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG.	212.23
	THYSSENKRUPP ELEVATO		ADMIN FACILITIES	212.23
104176	TRANSPORTATION, DEPT	GOOD TO GO PASS-52418D	DETENTION & CORRECTION	2.75
	TRANSPORTATION, DEPT	GOOD TO GO PASS-56651D	DETENTION & CORRECTION	2.75
104177	TULALIP CHAMBER	OCT BBH (1)	CITY COUNCIL	23.00
104178	TULALIP TRIBAL COURT	BAIL POSTED	GENERAL FUND	2,500.00
104179	TYLER BUSINESS FORMS	W2'S & 1099'S W/ENVELOPES	GENERAL FUND	-39.96
	TYLER BUSINESS FORMS	AP & PR CHECK STOCK	GENERAL FUND	-39.70
	TYLER BUSINESS FORMS		FINANCE-GENL	490.82
	TYLER BUSINESS FORMS	W2'S & 1099'S W/ENVELOPES	FINANCE-GENL	494.07

DATE: 11/18/2015
TIME: 9:51:10AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 8

FOR INVOICES FROM 11/12/2015 TO 11/18/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104180	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	59.66
104181	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	108.00
	WA STATE TREASURER		GENERAL FUND	39,581.43
104182	WASTE MANAGEMENT	YARDWASTE/RECYCLE SERVICE	RECYCLING OPERATION	111,000.96
104183	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,122.82
104184	WEST COAST SIGNAL	SIGNAL POLE REPLACEMENT	STREET LIGHTING	7,362.00
104185	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	725.39
104186	WILLIAMS, LINDA R	REFUND CLASS FEES	PARKS-RECREATION	40.00
104187	WILLIAMSON, BRANDON	UB 800308000003 6122 54TH DR N	WATER/SEWER OPERATION	41.26
104188	WINTERS, KEVIN	UB 757415480000 7415 48TH ST N	WATER/SEWER OPERATION	42.10
104189	WISE, CYNTHIA	UB 980098000578 3015 79TH AVE	WATER/SEWER OPERATION	98.78
104190	WOMACK, KEN	UB 761281640000 6308 69TH DR N	WATER/SEWER OPERATION	18.52
104191	WSCPA	WSCPA DUES-SMITH	POLICE ADMINISTRATION	50.00
104192	YAKIMA COUNTY DOC	INMATE HOUSING-OCT 2015	DETENTION & CORRECTION	10,167.35
104193	YATES, JULIE & FRED	UB 860520000000 8021 51ST AVE	WATER/SEWER OPERATION	231.80

WARRANT TOTAL: 638,939.15

CHECK #100924 CHECK LOST IN MAIL (267.33)

638,671.82

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 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 **November 25, 2015** claims in the amount of **\$1,799,351.60** paid by **Check No. 104194 through 104373 with Check No. 104131** voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-11

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 **\$1,799,351.60 PAID BY CHECK NO.'S 104194 THROUGH 104373 WITH CHECK NO. 104131 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14th DAY OF DECEMBER 2015.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DATE: 11/25/2015
TIME: 8:46:09AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 1

FOR INVOICES FROM 11/19/2015 TO 11/25/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104194	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	4.15
	ARAMARK UNIFORM		EQUIPMENT RENTAL	38.83
104195	BADGER, CHRISTINE	CERT COURSE INSTRUCTOR	EXECUTIVE ADMIN	600.00
104196	BANK OF AMERICA	TRAINING REIMBURSEMENT	POLICE ADMINISTRATION	15.00
104197	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE INVESTIGATION	930.91
104198	BANK OF AMERICA	SUPPLY/TRAVEL REIMBURSEMENT	COMMUNITY DEVELOPMENT-	86.38
	BANK OF AMERICA		ENGR-GENL	86.38
	BANK OF AMERICA		EQUIPMENT RENTAL	115.88
	BANK OF AMERICA		STORM DRAINAGE	302.33
	BANK OF AMERICA		ROADSIDE VEGETATION	428.61
104199	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE ADMINISTRATION	1,760.76
104200	BANK OF AMERICA	SUPPLY/TRAVEL REIMBURSEMENT	GENERAL FUND	-64.16
	BANK OF AMERICA		POLICE ADMINISTRATION	99.00
	BANK OF AMERICA		POLICE PATROL	375.39
	BANK OF AMERICA		POLICE PATROL	417.76
	BANK OF AMERICA		POLICE PATROL	1,058.52
104201	BARKER, ROCHELLE	REIMBURSE SHIPPING EXPENSES	LEGAL - PROSECUTION	12.65
104202	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	90.68
104203	BARRON HEATING	REFUND MECHANICAL PERMIT FEES	NON-BUS LICENSES AND PEF	110.00
104204	BENJAMIN, MATHEW	JURY DUTY	COURTS	13.42
104205	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	2,027.33
104206	BICKFORD FORD	CORE REFUND	EQUIPMENT RENTAL	-81.60
	BICKFORD FORD	SENSOR	EQUIPMENT RENTAL	39.91
	BICKFORD FORD	LOCK ASSEMBLY	EQUIPMENT RENTAL	81.51
	BICKFORD FORD	ALTERNATOR W/CORE CHARGE	EQUIPMENT RENTAL	505.01
104207	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	462.29
104208	BNSF RAILWAY COMPANY	APPLICATION FOR ROADWAY SURFAC	ARTERIAL STREET-GENL	750.00
104209	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	986.12
104210	BRETT, ASHLEY	JURY DUTY	COURTS	12.85
104211	BROWN, KENNETH		COURTS	12.85
104212	BROWNS PLUMBING	WATER HEATER REPLACEMENT	PARK & RECREATION FAC	855.71
104213	BUILDERS EXCHANGE	PUBLISH PROJECTS ONLINE	WATER CAPITAL PROJECTS	45.00
104214	BURGESS, MARYKE	REIMBURSE BANNER COSTS	COMMUNITY CENTER	65.27
104215	CAPTAIN DIZZYS EXXON	CAR WASHES	COMMUNITY DEVELOPMENT-	4.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	58.50
104216	CARRS ACE	WRAP AND PIN	TRANSPORTATION MANAGEM	35.87
	CARRS ACE	SIGNS AND KEY TAGS	WATER RESERVOIRS	66.55
104217	CASCADE MACHINERY	ANNUAL MAINTENANCE-COMPRESSORS	WASTE WATER TREATMENT F	1,551.17
104218	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	490.43
104219	CASCADIA CONSULTING	STATEWIDE LID TRAINING (2)	UTIL ADMIN	53.24
	CASCADIA CONSULTING		UTIL ADMIN	83.98
104220	CENTRAL WELDING SUPP	GLOVES	ER&R	186.70
104221	CHAMPION BOLT	3/8 DRIVE	PARK & RECREATION FAC	7.57
104222	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,044.92
104223	CHIGBROW, KEITH	JURY DUTY	COURTS	18.55
104224	CHRISTOPHERSON, BROO	REFUND CLASS FEES	PARKS-RECREATION	46.00
104225	CLARK, PAUL	UB 780101000000 5234 64TH AVE	WATER/SEWER OPERATION	9.61
104226	CLAUSEN, CHRISTY	JURY DUTY	COURTS	11.14
104227	CLEAN CUT TREE & STU	TREE REMOVAL	STORM DRAINAGE	2,176.00
104228	COCHRON, MICHELLE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104229	COLDWELL BANKER BAIN	UB 960671000002 1059 STATE AVE	WATER/SEWER OPERATION	58.53
104230	COOP SUPPLY	FASTENERS	PARK & RECREATION FAC	4.12

DATE: 11/25/2015
TIME: 8:46:09AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 2

FOR INVOICES FROM 11/19/2015 TO 11/25/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104230	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	59.83
	COOP SUPPLY	VISQUEEN	STORM DRAINAGE	92.47
104231	CORNWELL TOOLS	TOOL CABINET/WORK BENCH	EQUIPMENT RENTAL	4,564.16
104232	COUGAR TREE SERVICE	TREE REMOVAL	ROADSIDE VEGETATION	244.80
104233	CRIMINAL JUSTICE	TRAINING (2)	POLICE TRAINING-FIREARMS	300.00
104234	CUZ CONCRETE PROD	SR 9 GATEWAY SIGN	NON-DEPARTMENTAL	19,192.32
104235	DAVIS, DAN & CRISTIN	UB 570703738004 17519 29TH DR	WATER/SEWER OPERATION	86.18
104236	DEARING, CYBIL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104237	DELL	MONITOR	COMMUNITY DEVELOPMENT-	233.91
	DELL	MONITORS	TRIBAL GAMING-GENL	935.64
104238	DICKS TOWING	TOWING EXPENSE-487JFQ	POLICE PATROL	43.52
	DICKS TOWING		POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP1500200908	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15200695	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP2015002013	POLICE PATROL	43.52
104239	E&E LUMBER	CONCRETE REFUND	STORM DRAINAGE	-126.24
	E&E LUMBER	POLY FILM REFUND	STORM DRAINAGE	-78.33
	E&E LUMBER	DUCT TAPE, HAMMER AND HANGERS	MAINT OF GENL PLANT	11.47
	E&E LUMBER	TEXTURE	ADMIN FACILITIES	11.48
	E&E LUMBER	PLYWOOD	PARK & RECREATION FAC	11.84
	E&E LUMBER	DUCT TAPE, HAMMER AND HANGERS	ADMIN FACILITIES	14.59
	E&E LUMBER	PAINT AND BELT	PARK & RECREATION FAC	19.30
	E&E LUMBER	DUCT TAPE, HAMMER AND HANGERS	FACILITY MAINTENANCE	22.97
	E&E LUMBER	PLYWOOD	PARK & RECREATION FAC	35.51
	E&E LUMBER	CONCRETE	STORM DRAINAGE	46.19
	E&E LUMBER	CLAMPS, ADAPTERS, BUSHINGS AND	PARK & RECREATION FAC	47.65
	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	83.45
	E&E LUMBER	POLY FILM	STORM DRAINAGE	154.56
	E&E LUMBER	CONCRETE	STORM DRAINAGE	172.43
104240	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	58.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	199.50
104241	ELANGOVAN, PRIYA & P	UB 750713000001 4818 72ND DR N	WATER/SEWER OPERATION	21.76
104242	ENVIRONMENTAL CONTRO	JANITORIAL SERVICE	PARK & RECREATION FAC	5,219.33
104243	ESRI	2016 ESRI DEVELOPER SUMMIT-DOO	UTIL ADMIN	975.00
104244	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	48.60
	EVERETT, CITY OF		WASTE WATER TREATMENT F	850.50
104245	FERNANDEZ, RUTH	JURY DUTY	COURTS	11.14
104246	FIRESTONE	TIRES	EQUIPMENT RENTAL	558.27
104247	FLORIAN, LLC	INSTRUCTOR SERVICES	RECREATION SERVICES	480.00
104248	FRAINAS, TRACIE	JURY DUTY	COURTS	11.14
104249	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	46.39
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	46.39
	FRONTIER COMMUNICATI	ACCT #36065836350725085	COMMUNITY DEVELOPMENT-	47.23

DATE: 11/25/2015
TIME: 8:46:09AM

**CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 11/19/2015 TO 11/25/2015**

PAGE: 3

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104249	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	47.24
	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	53.09
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	66.10
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	66.10
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	66.10
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	66.27
	FRONTIER COMMUNICATI	ACCT #25300981920624965	SEWER LIFT STATION	88.01
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	97.42
104250	GALLS, LLC	UNIFORM-PIFFATH	DETENTION & CORRECTION	173.62
	GALLS, LLC		DETENTION & CORRECTION	183.82
	GALLS, LLC		DETENTION & CORRECTION	1,142.87
104251	GAMETIME	PLAYGROUND EQUIP-PARKSIDE WAY	PARK & RECREATION FAC	5,019.88
	GAMETIME	PLAYGROUND EQUIP-TUSCANY	PARK & RECREATION FAC	20,880.57
104252	GERRER, DAN	JURY DUTY	COURTS	11.14
104253	GOVERNMENTJOBS.COM	NEOGOV USER LICENSE	PERSONNEL ADMINISTRATIOI	5,091.84
104254	GRAINGER	PHONE CASES	STORM DRAINAGE	23.34
104255	GRAYBAR ELECTRIC CO	PS EVIDENCE BLDG-MISC	TECHNOLOGY REPLACEMEN	37.04
	GRAYBAR ELECTRIC CO		TECHNOLOGY REPLACEMEN	101.36
	GRAYBAR ELECTRIC CO		TECHNOLOGY REPLACEMEN	224.11
104256	GREENHAUS PORTABLE	PORTABLE RENTAL	PARK & RECREATION FAC	242.00
104257	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	522.01
104258	HAGGEN INC.	CERT CLASS SUPPLIES	EXECUTIVE ADMIN	55.24
104259	HAMBLÉN, BRIDGETTE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104260	HANSON, GARRY	JURY DUTY	COURTS	13.42
104261	HD FOWLER COMPANY	RETURN PVC	PARK & RECREATION FAC	-55.66
	HD FOWLER COMPANY	DRAIN PIPE	PARK & RECREATION FAC	6.71
	HD FOWLER COMPANY	BAR AND POST DIGGER	PARK & RECREATION FAC	146.08
	HD FOWLER COMPANY	DRAINAGE	PARK & RECREATION FAC	233.49
	HD FOWLER COMPANY	FITTINGS	WATER/SEWER OPERATION	520.67
104262	HD SUPPLY WATERWORKS	REPAIR BANDS	WATER DIST MAINS	2,523.46
104263	HE MITCHELL CO	PADLOCKS	MAINT OF GENL PLANT	122.36
104264	HEALTH, DEPT OF	WW OPERATOR CERT-HERZOG	COMMUNITY DEVELOPMENT-	42.00
104265	HESLOP, MELISSA	JURY DUTY	COURTS	11.14
104266	HIRATA VICTA, MICA		COURTS	15.70
104267	HUDSON, RYAN		COURTS	15.70
104268	HUENEFELD, KELLY		COURTS	19.12
104269	J. THAYER COMPANY	OFFICE SUPPLIES	WATER DIST MAINS	67.33
	J. THAYER COMPANY		WATER DIST MAINS	254.16
104270	JUAREZ, ARLANA	JURY DUTY	COURTS	13.42
104271	KASCH, BRAD	UB 570704430000 2809 180TH ST	WATER/SEWER OPERATION	169.00
104272	KELLEY, MARCIA	SHIPPING EXPENSE REIMBURSEMENT	PERSONNEL ADMINISTRATIOI	16.97
104273	KENWORTH NORTHWEST	HUB CAP ASSEMBLIES	ER&R	81.42
104274	KIDZ LOVE SOCCER	INSTRUCTOR SERVICES	RECREATION SERVICES	394.80
	KIDZ LOVE SOCCER		RECREATION SERVICES	526.40
	KIDZ LOVE SOCCER		RECREATION SERVICES	932.40
	KIDZ LOVE SOCCER		RECREATION SERVICES	984.20
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,250.20
104275	KONECRANES, INC.	CRANE INSPECTIONS	WASTE WATER TREATMENT F	1,028.17
104276	KRISCHANO, KRISTI	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
104277	LAMOUREUX, JANIS	REIMBURSE INTERVIEW SUPPLIES	COMMUNITY DEVELOPMENT-	47.04
104278	LANGDON, BRANDON	JURY DUTY	COURTS	12.28
104279	LANGUAGE LINE	INTERPRETER SERVICES	POLICE INVESTIGATION	4.89

DATE: 11/25/2015
TIME: 8:46:09AM

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 11/19/2015 TO 11/25/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104280	LASTING IMPRESSIONS	WOOL HATS	COMMUNITY DEVELOPMENT-	245.04
104281	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	41.88
	LES SCHWAB TIRE CTR	TIRES	ER&R	1,588.16
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	1,696.69
104282	LEWIS, RAYMOND	JURY DUTY	COURTS	12.28
104283	LICENSING, DEPT OF	STATE GUN DEALERS LICENSE	GENERAL FUND	125.00
104284	LORMAN EDUCATION SVC	REGISTRATION-CHENNAULT	STORM DRAINAGE	219.00
104285	LOWES HIW INC	SQUARE STONES	PARK & RECREATION FAC	27.42
	LOWES HIW INC	GAS CANS	WATER DIST MAINS	92.89
	LOWES HIW INC	LED LIGHTS	WATER DIST MAINS	99.05
	LOWES HIW INC	BINS, TOTES AND ORGANIZER	WATER FILTRATION PLANT	114.51
104286	MACREDES, AARON	UB 987106350000 7106 35TH PL N	WATER/SEWER OPERATION	75.25
104287	MARYSVILLE AWARDS	NAMEPLATE	CITY CLERK	9.90
	MARYSVILLE AWARDS		FINANCE-GENL	9.90
104288	MARYSVILLE PRINTING	POSTERS	COMMUNITY EVENTS	18.28
	MARYSVILLE PRINTING	ENVELOPES	UTILITY BILLING	77.85
	MARYSVILLE PRINTING	BUSINESS CARDS	STORM DRAINAGE	102.74
	MARYSVILLE PRINTING		WATER DIST MAINS	102.74
	MARYSVILLE PRINTING		UTILITY LOCATING	102.74
	MARYSVILLE PRINTING		ENGR-GENL	205.48
104289	MARYSVILLE SCHOOL	FACILITY USAGE-TMS	RECREATION SERVICES	108.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	782.88
104290	MARYSVILLE, CITY OF	UTILITY SERVICE-TUSC RIDGE IRR	PARK & RECREATION FAC	127.72
	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST N	PRO-SHOP	191.30
104291	MCCAIN TRAFFIC SPLY	TRANSPARITY IMS	CITY STREETS	-484.00
	MCCAIN TRAFFIC SPLY	PED PPB'S	TRANSPORTATION MANAGEM	1,033.60
	MCCAIN TRAFFIC SPLY	TRANSPARITY IMS	TRAFFIC CONTROL DEVICES	5,984.00
	MCCAIN TRAFFIC SPLY	BBS W/CABINETS	TRAFFIC CONTROL DEVICES	30,159.38
104292	MCCONNELL, MICHAEL	JURY DUTY	COURTS	14.78
104293	MILLETT, JENNIFER	REIMBURSE TRAVEL/CONFERENCE EX	LEGAL - PROSECUTION	756.69
104294	MIRANDA, TONYA	REIMBURSE MEETING SUPPLY EXPEN	EXECUTIVE ADMIN	362.08
104295	MONZON, MEGAN	REFUND CLASS FEES	PARKS-RECREATION	46.00
104296	MORGAN SOUND	REPAIR MICS AND REPLACE CABLES	ADMIN FACILITIES	99.69
104297	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	352.68
104298	MRSC	MRSC ROSTERS-RENEWAL	FINANCE-GENL	360.00
104299	NAIAD, PHYLLIS	REFUND CLASS FEES	PARKS-RECREATION	25.00
104300	NATIONAL BARRICADE	SIGNS	TRANSPORTATION MANAGEM	1,255.96
104301	NELSON PETROLEUM	TRANS FLUID	ER&R	399.44
104302	NORETEP	UB 981800700000 18007 25TH AVE	WATER/SEWER OPERATION	6.85
104303	NORTH SOUND HOSE	FITTINGS AND TAPS	SMALL ENGINE SHOP	33.05
104304	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT F	3,200.46
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT F	3,404.13
104305	OFFICE DEPOT	OFFICE SUPPLY CREDIT	POLICE PATROL	-55.64
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	11.86
	OFFICE DEPOT		POLICE INVESTIGATION	20.55
	OFFICE DEPOT		POLICE INVESTIGATION	30.26
	OFFICE DEPOT		POLICE PATROL	40.46
	OFFICE DEPOT		EXECUTIVE ADMIN	81.35
	OFFICE DEPOT		POLICE PATROL	161.85
	OFFICE DEPOT		OFFICE OPERATIONS	206.88
104306	OLDCASTLE PRECAST	REPLACEMENT HATCHES	STORM DRAINAGE	1,300.17
104307	PAC RIM CODE SERVICE	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT-	1,250.00

DATE: 11/25/2015
 TIME: 8:46:09AM

**CITY OF MARYSVILLE
 INVOICE LIST**

PAGE: 5

FOR INVOICES FROM 11/19/2015 TO 11/25/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104308	PACIFIC TOPSOILS	PLAYGROUND CHIPS	PARK & RECREATION FAC	2,976.77
	PACIFIC TOPSOILS		PARK & RECREATION FAC	2,976.77
104309	PARTS STORE, THE	BRACKETS	EQUIPMENT RENTAL	9.23
	PARTS STORE, THE	THREADLOCK	PARK & RECREATION FAC	28.92
	PARTS STORE, THE	STRUTS	EQUIPMENT RENTAL	49.61
	PARTS STORE, THE	WATER PUMP AND SERPENTINE BELT	EQUIPMENT RENTAL	70.31
	PARTS STORE, THE	OIL SEPERATION PADS	ER&R	113.15
	PARTS STORE, THE	RADIATOR, HOSES, THERMOSTAT AN	EQUIPMENT RENTAL	137.65
	PARTS STORE, THE	FILTERS	ER&R	140.31
	PARTS STORE, THE	FILTERS AND WIPER BLADES	ER&R	250.98
104310	PATRICK, RUSS & DEBB	UB 760206000000 7402 58TH PL N	WATER/SEWER OPERATION	7.47
104311	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	108.50
	PEACE OF MIND		CITY CLERK	117.80
	PEACE OF MIND		CITY CLERK	139.50
	PEACE OF MIND		CITY CLERK	142.60
104312	PENWAY LTD	LAND USE SIGNS	COMMUNITY DEVELOPMENT-	788.80
104313	PETTY CASH- FINANCE	MEETING SUPPLIES AND RECORDIN	CITY COUNCIL	6.78
	PETTY CASH- FINANCE		NON-DEPARTMENTAL	10.00
	PETTY CASH- FINANCE		CITY COUNCIL	18.21
	PETTY CASH- FINANCE		CITY CLERK	40.00
104314	PETTY CASH- PARKS	EVENT SUPPLIES, STORAGE AND KI	RECREATION SERVICES	-43.43
	PETTY CASH- PARKS		OPERA HOUSE	7.02
	PETTY CASH- PARKS		PARK & RECREATION FAC	10.87
	PETTY CASH- PARKS		PARK & RECREATION FAC	16.20
	PETTY CASH- PARKS		OPERA HOUSE	19.57
	PETTY CASH- PARKS		OPERA HOUSE	19.64
	PETTY CASH- PARKS		RECREATION SERVICES	61.89
104315	PILCHUCK RENTALS	WASH RACK SUPPLIES	MAINT OF GENL PLANT	101.74
	PILCHUCK RENTALS	TRENCHER RENTAL	PARK & RECREATION FAC	186.05
104316	PLACE, JORDAN	JURY DUTY	COURTS	21.40
104317	POLSON, KAITLYN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104318	PRICE, JULIUS	REFUND CLASS FEES	PARKS-RECREATION	70.00
104319	PRO-TECTION SEATTLE	SOLAR WINDOW FILM INSTALLATION	PUBLIC SAFETY BLDG.	1,000.09
104320	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	4,250.06
104321	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	3.92
	PUD	ACCT #2023-4068-3	PARK & RECREATION FAC	8.77
	PUD	ACCT #2051-3624-5	SEWER LIFT STATION	15.81
	PUD	ACCT #2024-6103-4	UTIL ADMIN	16.43
	PUD	ACCT #2020-3113-4	PUMPING PLANT	17.42
	PUD	ACCT #2206-7983-1	GMA - STREET	19.82
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	20.64
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	25.60
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	28.31
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	29.04
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	37.33
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	40.01
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	42.03
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	43.85
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	45.57
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	49.42
	PUD	ACCT #2035-1961-6	NON-DEPARTMENTAL	50.79
	PUD	ACCT #2030-0516-0	STREET LIGHTING	51.19

DATE: 11/25/2015
TIME: 8:46:09AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 6

FOR INVOICES FROM 11/19/2015 TO 11/25/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104321	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	62.68
	PUD	ACCT #2020-0351-3	PUMPING PLANT	63.84
	PUD	ACCT#2021-7595-6	TRAFFIC CONTROL DEVICES	66.30
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	73.41
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	78.45
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	83.63
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	96.61
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	108.50
	PUD	ACCT #2206-8134-0	STORM DRAINAGE	123.19
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG.	131.29
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	146.87
	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	147.47
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	163.18
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	249.98
	PUD	ACCT #2012-4769-9	STREET LIGHTING	336.22
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	349.85
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	375.12
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	428.81
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	430.04
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	485.74
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	492.47
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	556.73
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	566.06
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT F	599.16
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	1,209.43
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,385.38
	PUD	ACCT #2011-4725-3	PUMPING PLANT	2,117.62
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,152.74
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,273.15
	PUD	ACCT #2015-7792-1	PUMPING PLANT	3,579.48
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	4,402.99
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	8,856.40
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	18,527.42
104322	QUILLEN, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	32.40
104323	RADEK, ZENA	UB 04267000000 9516 62ND DR N	WATER/SEWER OPERATION	290.82
104324	RAILROAD MANAGEMENT	WATER PIPELINE CROSSING	UTIL ADMIN	176.86
104325	REILLY, WILLIAM H &	SENSOR CALIBRATION	PUMPING PLANT	21.62
104326	RORABAUGH, VICTOR	UB 055512890000 5512 89TH PL N	WATER/SEWER OPERATION	104.50
104327	RRJ COMPANY LLC	PAY ESTIMATE #5	GMA-STREET	-56,414.12
	RRJ COMPANY LLC		GMA - STREET	1,128,282.44
104328	RUIJTERS, MAX	UB 241211256000 12112 56TH DR	WATER/SEWER OPERATION	62.57
104329	SAPP, BRANDON	JURY DUTY	COURTS	12.85
104330	SHELLER, LORI		COURTS	15.70
104331	SCIENTIFIC SUPPLY	TUBING	WASTE WATER TREATMENT F	304.59
	SCIENTIFIC SUPPLY	TUBING AND FILTERS	WASTE WATER TREATMENT F	498.95
104332	SCORE	INMATE MEDICAL	DETENTION & CORRECTION	49.73
	SCORE	INMATE HOUSING-OCT 2015	DETENTION & CORRECTION	27,569.00
104333	SEATTLE TIMES, THE	SUBSCRIPTION	EXECUTIVE ADMIN	92.30
104334	SENTINEL OFFENDER SE	ELEC HOME MONITORING	DETENTION & CORRECTION	989.08
104335	SHAHBAZI, FRED	UB 721450000001 6708 19TH DR N	WATER/SEWER OPERATION	26.03
104336	SKYLINE COMM	FIBER TO EVIDENCE	TECHNOLOGY REPLACEMEN	8,773.00
104337	SMARSH INC	MOBILE TEXT	COMPUTER SERVICES	27.00

DATE: 11/25/2015
 TIME: 8:46:09AM

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 11/19/2015 TO 11/25/2015**

PAGE: 7

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104338	SNAP-ON INCORPORATED	DRILL AND SCREWDRIVER KIT	EQUIPMENT RENTAL	540.69
104339	SNO CO TREASURER	INMATE HOUSING-OCT 2015	DETENTION & CORRECTION	11,699.22
104340	SNYDER, CANON	DJ SERVICES	RECREATION SERVICES	375.00
104341	SORBO, MEGAN	JURY DUTY	COURTS	15.70
104342	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	85.04
104343	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-	266.17
104344	SOUND SAFETY	BOOT REPLACEMENT EXCHANGE BALA	SOLID WASTE OPERATIONS	7.70
	SOUND SAFETY	TSHIRTS	ER&R	321.72
	SOUND SAFETY	JEANS AND BOOTS-BALLOU & DAY	SOLID WASTE OPERATIONS	420.31
104345	SOUTHERN COMPUTER	HDMI CABLES	COMPUTER SERVICES	163.13
104346	SPRINGBROOK NURSERY	TOPSOIL	PARK & RECREATION FAC	16.69
	SPRINGBROOK NURSERY	ROCK	PARK & RECREATION FAC	23.16
	SPRINGBROOK NURSERY	PEA GRAVEL	PARK & RECREATION FAC	27.19
	SPRINGBROOK NURSERY	TOPSOIL	TRANSPORTATION MANAGEM	33.39
	SPRINGBROOK NURSERY	SAND	PARK & RECREATION FAC	40.93
	SPRINGBROOK NURSERY	TOPSOIL	TRANSPORTATION MANAGEM	83.47
	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	111.47
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	111.47
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	111.47
	SPRINGBROOK NURSERY	TOPSOIL	TRANSPORTATION MANAGEM	166.94
	SPRINGBROOK NURSERY		TRANSPORTATION MANAGEM	188.48
	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	334.41
104347	STADLER, DONALD RAY	WITNESS FEES	MUNICIPAL COURTS	38.50
104348	STAPLES	CREDIT FOR INV 3281411719	UTILITY BILLING	-31.50
	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	168.76
104349	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERH	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
104350	STROPE, JASON	REIMBURSE CDL FEES	UTIL ADMIN	102.00
104351	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	229.02
104352	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATIO	213.50
104353	SUNNYSIDE NURSERY	PLANTS AND MATERIALS-71ST AVE	TRANSPORTATION MANAGEM	462.02
104354	SUNSET AUTO & FLEET	REPAIR ACCIDENT DAMAGE-#556	EQUIPMENT RENTAL	7,079.19
104355	TESSCO INC	ANTENNAS, BRACKETS AND CABLES	ER&R	606.16
104356	TRACY, CLINT	REFUND CLASS FEES	PARKS-RECREATION	70.00
104357	TRAFFIC SAFETY SUPPL	POSTS AND ANCHORS	TRANSPORTATION MANAGEM	2,159.69
104358	TULALIP TRIBAL COURT	BAIL POSTED	GENERAL FUND	1,500.00
104359	TULALIP TRIBES OF WA	QWULOOLT ESTUARY RESTORATION	GMA-PARKS	80,369.85
104360	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	15.82
104361	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	471.24
104362	VASCONI, DAVID	TRAVEL/CONFERENCE REIMBURSEMEN	POLICE TRAINING-FIREARMS	134.94
104363	VERIZON	WIRELESS CHARGES	PURCHASING/CENTRAL STOF	22.09
	VERIZON		UTILITY BILLING	44.18
	VERIZON		CRIME PREVENTION	46.42
	VERIZON		ANIMAL CONTROL	54.94
	VERIZON		PERSONNEL ADMINISTRATIO	54.94
	VERIZON		MUNICIPAL COURTS	77.03
	VERIZON		OFFICE OPERATIONS	97.32
	VERIZON		YOUTH SERVICES	109.88
	VERIZON		FACILITY MAINTENANCE	109.88
	VERIZON		PROPERTY TASK FORCE	111.16
	VERIZON		EQUIPMENT RENTAL	121.21

DATE: 11/25/2015
TIME: 8:46:09AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 8

FOR INVOICES FROM 11/19/2015 TO 11/25/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104363	VERIZON	WIRELESS CHARGES	FINANCE-GENL	129.88
	VERIZON		LEGAL-GENL	149.89
	VERIZON		EXECUTIVE ADMIN	164.82
	VERIZON		LEGAL - PROSECUTION	164.82
	VERIZON		RECREATION SERVICES	165.39
	VERIZON		PARK & RECREATION FAC	176.15
	VERIZON		ENGR-GENL	198.24
	VERIZON		DETENTION & CORRECTION	214.49
	VERIZON		WATER SUPPLY MAINS	240.12
	VERIZON		COMMUNITY DEVELOPMENT-	298.46
	VERIZON		WASTE WATER TREATMENT F	387.38
	VERIZON		SOLID WASTE CUSTOMER EX	416.78
	VERIZON		POLICE INVESTIGATION	418.91
	VERIZON		GENERAL SERVICES - OVERH	451.99
	VERIZON		STORM DRAINAGE	483.66
	VERIZON		COMPUTER SERVICES	491.33
	VERIZON		POLICE ADMINISTRATION	710.62
	VERIZON		UTIL ADMIN	1,565.09
	VERIZON		POLICE PATROL	4,479.62
104364	WA STATE BAR ASSOCIA	LICENSE RENEWAL-OLIVERS	LEGAL - PROSECUTION	408.60
	WA STATE BAR ASSOCIA	LICENSE RENEWAL-WALKER	LEGAL - PROSECUTION	408.60
104365	WA STATE TREASURER	FORFEITURES-3RD QTR 2015	POLICE PATROL	160.77
	WA STATE TREASURER		DRUG SEIZURE	3,769.30
104366	WAGeworks	FLEX PLAN FEES	PERSONNEL ADMINISTRATIOI	57.00
104367	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	234.03
104368	WESTERN PETERBILT	DIAGNOSE TRANSMISSION	EQUIPMENT RENTAL	125.55
	WESTERN PETERBILT	2015 AUTOCAR REFUSE TRUCK	EQUIPMENT RENTAL	336,116.73
104369	WETZEL, JAKE	MEAL REIMBURSEMENT-TRAINING	TRAINING	26.15
104370	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.62
104371	WIKSTROM, RONALD	JURY DUTY	COURTS	15.70
104372	WINELAND, CARL	MILEAGE REIMBURSEMENT	UTIL ADMIN	69.35
104373	WINGET, TERRI	UB 570612000000 17411 27TH AVE	WATER/SEWER OPERATION	87.71

WARRANT TOTAL: 1,799,711.60

CHECK #104131 INITIATOR ERROR (360.00)

1,799,351.60

Index #8

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 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 **December 2, 2015** claims in the amount of **\$669,160.21** paid by **Check No. 104374 through 104497 with no Check No. voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-12

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 **\$669,160.21 PAID BY CHECK NO.'S 104374 THROUGH 104497 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 **14th DAY OF DECEMBER 2015.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DATE: 12/2/2015
TIME: 9:18:06AM

**CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 11/26/2015 TO 12/2/2015**

PAGE: 1

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104374	ABOU-ZAKI, KAMAL	INTERPRETER SERVICES	COURTS	125.00
104375	ALBERTSONS	INMATE SUPPLIES	DETENTION & CORRECTION	30.21
104376	APS, INC.	POSTAGE LABELS	OFFICE OPERATIONS	76.16
104377	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	113.94
104378	AUTOMOTIVE RESOURCES	MOBILE LIFT	EQUIPMENT RENTAL	52,689.07
104379	BANK OF AMERICA	SERVICE REIMBURSEMENT	POLICE INVESTIGATION	154.75
104380	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,432.85
104381	BNSF RAILWAY COMPANY	WORK PERFORMED	GMA - STREET	1,414.47
	BNSF RAILWAY COMPANY		GMA - STREET	10,154.00
104382	BRAKE AND CLUTCH	GASKET KIT	EQUIPMENT RENTAL	285.15
104383	BREAK THROUGH DEZIGN	DECALS AND INSTALLATION-PSB	PUBLIC SAFETY BLDG.	163.20
104384	BUILDING SPECIALTIES	CEILING TILES	WASTE WATER TREATMENT F	44.15
104385	BUSINESS & LEGAL	2016 HR LAWS	PERSONNEL ADMINISTRATIOI	1,350.00
104386	CARRS ACE	HARDWARE	TRANSPORTATION MANAGEM	10.88
104387	CASCADIA CONSULTING	STATEWIDE LID TRAINING-MORRISO	UTIL ADMIN	53.24
104388	CEMEX	ASPHALT	ROADWAY MAINTENANCE	347.42
	CEMEX		STORM DRAINAGE	1,179.86
104389	CENTRAL WELDING SUPP	CYLINDER RENTAL	ROADWAY MAINTENANCE	13.87
104390	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,053.98
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,078.00
104391	CNI LOCATES LTD	LOCATE SERVICE	SEWER CAPITAL PROJECTS	382.50
104392	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	51.50
	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	253.99
104393	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	ER&R	120.33
104394	CONCUT, INC	SAW BLADES	SEWER MAIN COLLECTION	588.78
	CONCUT, INC		ROADWAY MAINTENANCE	588.78
104395	COOP SUPPLY	DOOR PULLS AND HOOKS	WATER DIST MAINS	47.16
104396	COPIERS NORTHWEST	PRINTER LEASE	OFFICE OPERATIONS	1,930.15
104397	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,478.80
104398	COUNTRY GREEN TURF	TURF	TRANSPORTATION MANAGEM	173.20
104399	CRAIN, JASON	REIMBURSE MEALS-TRAINING	UTIL ADMIN	21.46
104400	CREETH, JEROLD & LAU	UB 768321000000 8321 74TH DR N	WATER/SEWER OPERATION	9.77
104401	CUZ CONCRETE PROD	CATCH BASINS	STORM DRAINAGE	129.05
104402	DCI PAINTING & CONST	HOLDING CELL WORK	PUBLIC SAFETY BLDG.	544.00
104403	DELL	TRAFFIC TECH LAPTOP	IS REPLACEMENT ACCOUNTS	108.30
	DELL	ADAPTER AND DOCK	TRANSPORTATION MANAGEM	367.18
	DELL	MONITORS	TRANSPORTATION MANAGEM	374.25
	DELL	TRAFFIC TECH LAPTOP	TRANSPORTATION MANAGEM	1,141.70
104404	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	185.60
104405	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-00202702	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-00202896	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-00203034	POLICE PATROL	43.52
104406	DUNLAP INDUSTRIAL	BROOMS AND HANDLES	ER&R	224.22
104407	E&E LUMBER	CONNECTOR	PUBLIC SAFETY BLDG.	8.34
	E&E LUMBER	MASONARY GRIND AND DISKS	STORM DRAINAGE	17.30
	E&E LUMBER	BLADES	ROADSIDE VEGETATION	56.26
	E&E LUMBER	BRUSH HEADS	ER&R	260.86
104408	EAGLE FENCE	INSTALL FENCING	ROADSIDE VEGETATION	680.00

DATE: 12/2/2015
TIME: 9:18:06AM

**CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 11/26/2015 TO 12/2/2015**

PAGE: 2

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104409	EL HAYEK, ISSA	UB 038211830000 8211 83RD PL N	WATER/SEWER OPERATION	55.19
104410	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	118.77
104411	ENVIRONMENTAL PRODUC	SPOT LIGHTS	WATER/SEWER OPERATION	-40.96
	ENVIRONMENTAL PRODUC		STORM DRAINAGE	253.22
	ENVIRONMENTAL PRODUC		SEWER MAIN COLLECTION	253.23
104412	EVERETT HERALD	SUBSCRIPTION	EXECUTIVE ADMIN	186.00
104413	EVERETT, CITY OF	ANIMAL SHELTER FEES-OCT 2015	ANIMAL CONTROL	4,340.00
104414	FEENEY WIRELESS	MODEM REPLACEMENT	IS REPLACEMENT ACCOUNTS	3,165.83
104415	FIRE PROTECTION INC	SERVICE CALL-MILL PROPERTY	MAINT OF GENL PLANT	251.87
104416	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	43.78
	FRONTIER COMMUNICATI		ADMIN FACILITIES	43.78
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	43.78
	FRONTIER COMMUNICATI		UTILITY BILLING	43.78
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	43.78
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	87.56
	FRONTIER COMMUNICATI		POLICE PATROL	87.56
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	87.56
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	87.56
	FRONTIER COMMUNICATI		COMMUNITY CENTER	87.56
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	87.56
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	87.56
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	175.11
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	218.86
	FRONTIER COMMUNICATI		UTIL ADMIN	301.03
104417	GALDE, JARED & ELISA	UB 060070000000 5604 91ST PL N	WATER/SEWER OPERATION	47.09
104418	GALLS, LLC	UNIFORM-ORSBORN	OFFICE OPERATIONS	91.94
	GALLS, LLC	NIK KITS	POLICE PATROL	504.39
104419	GOBLE SAMPSON ASSOC	ROTOR FOR PUMP	WASTE WATER TREATMENT F	498.87
104420	GOLDEN CORAL	EMPLOYEE APPRECIATION EVENT	PERSONNEL ADMINISTRATIO	620.16
104421	GOVCONNECTION INC	POE TESTER	COMPUTER SERVICES	21.28
104422	GRAINGER	TIME DELAY RELAYS	SOURCE OF SUPPLY	163.79
	GRAINGER	FILTERS AND BREAKERS	WASTE WATER TREATMENT F	245.78
104423	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	262.50
	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
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
104424	HACH COMPANY	SENSOR CAPS	WASTE WATER TREATMENT F	698.14
104425	HD FOWLER COMPANY	HARDWARE	WATER/SEWER OPERATION	31.47
	HD FOWLER COMPANY	FITTING	WATER/SEWER OPERATION	31.71
	HD FOWLER COMPANY	FITTINGS, METER STOPS AND CLAM	WATER/SEWER OPERATION	277.02
	HD FOWLER COMPANY	SUMP PUMP	SOURCE OF SUPPLY	298.02
	HD FOWLER COMPANY	BRASS ELLS AND RESETTERS	WATER/SEWER OPERATION	385.33
	HD FOWLER COMPANY	QUICK JOINTS	WATER/SEWER OPERATION	412.05
	HD FOWLER COMPANY	FITTINGS AND COUPLINGS	WATER/SEWER OPERATION	432.54
	HD FOWLER COMPANY	GASKETS, RESETTERS AND HARDWAR	WATER/SEWER OPERATION	503.29
	HD FOWLER COMPANY	MARKING PAINT AND DUCT TAPE	ER&R	516.17
	HD FOWLER COMPANY	FITTINGS AND COUPLINGS	WATER/SEWER OPERATION	520.67
	HD FOWLER COMPANY	PIPES, COPPER, METER BOX, LIDS	WATER DIST MAINS	1,833.01

DATE: 12/2/2015
TIME: 9:18:06AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 3

FOR INVOICES FROM 11/26/2015 TO 12/2/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104426	HD SUPPLY WATERWORKS	TAPER PLUGS	WATER/SEWER OPERATION	305.38
104427	HERTZ EQUIPMENT RENT	WHEEL LOADER RENTAL	STORM DRAINAGE	4,003.84
104428	HITCH, ANDREA	UB 840039800000 6906 76TH DR N	WATER/SEWER OPERATION	42.30
104429	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
104430	INTERSTATE AUTO PART	LED WORKLIGHTS AND LED FLASHLI	ER&R	4,525.00
104431	J. THAYER COMPANY	CORK BOARD, SCREENS AND HOLDER	WATER SUPPLY MAINS	701.19
104432	JEFF'S CARPET CLEAN	CARPET CLEANING-NO ANNEX	PUBLIC SAFETY BLDG.	100.00
	JEFF'S CARPET CLEAN	CARPET CLEANING-COURT	COURT FACILITIES	1,200.00
104433	KIM, JAMIE S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	142.50
	KIM, JAMIE S.		LEGAL - PUBLIC DEFENSE	232.50
	KIM, JAMIE S.		LEGAL - PUBLIC DEFENSE	300.00
104434	KJR ROOFING LLC	REPAIR ROOF	FACILITY REPLACEMENT	1,196.80
104435	KLAAHSEN, RYAN & CAR	UB 035928000000 5928 59TH DR N	WATER/SEWER OPERATION	94.72
104436	KOESTER, ZACHARIAH	UB 151420000001 4317 126TH PL	WATER/SEWER OPERATION	52.76
104437	KOMPAN	PLAYGROUND EQUIPMENT	PARK & RECREATION FAC	101.63
104438	LASTING IMPRESSIONS	EMBROIDERY	ER&R	36.34
104439	LAYCOCK, JEFF	REIMBURSE PARKING AND OFFICE S	ENGR-GENL	6.60
	LAYCOCK, JEFF		ENGR-GENL	12.50
104440	LEONARD, REMY	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
104441	LES SCHWAB TIRE CTR	TIRES	ER&R	680.64
104442	LICENSING, DEPT OF	ASHBACH, HOWARD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BILODEAU, MATTHEW (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BLANTON, MICAH (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CARLSON, PAUL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DALE, MARGARET (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DEANNE, PAUL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FAIRBANKS, CALVIN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FAST, MARY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FOWLER, ROLAND (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FURNESS, TODD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GAZONAS, GAVIN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GILBERT, ROBERT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HAGAN, RUSSELL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HARRISON, LINDA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HOLMES, JARID (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LEBO, BRUCE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LEE, CHRISTINE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MATTHEWS, MARK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NICHOLS, MICHAEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SCHALLER, KRISTOPHER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	THOMPSON, GRETCHEN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	THOMPSON, JEFF (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	TRONSON, KYLIE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DUGGINS, ROSS (LT RENEWAL)	GENERAL FUND	21.00
104443	LOWES HIW INC	LADDER, STAPLES, CAPS AND PIPE	WATER RESERVOIRS	157.29
104444	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	42.38
	MARYSVILLE PRINTING		PARK & RECREATION FAC	84.72
104445	MASONHOLDER,LIZABETH	INSTRUCTOR SERVICES	COMMUNITY CENTER	30.00
	MASONHOLDER,LIZABETH		COMMUNITY CENTER	60.00
104446	MASONRY & LANDSCAPE	MASON MIX	TRANSPORTATION MANAGEM	18.77

DATE: 12/2/2015
TIME: 9:18:06AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 4

FOR INVOICES FROM 11/26/2015 TO 12/2/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104447	MAUL FOSTER & ALONGI	PROFESSIONAL SERVICES	STORM DRAINAGE	4,594.11
104448	MORLEY, MILTON	UB 760056000000 5415 67TH AVE	WATER/SEWER OPERATION	188.12
104449	NATIONAL BARRICADE	POST SETS AND ANCHORS	TRANSPORTATION MANAGEM	2,519.52
104450	NATIONSTAR	UB 640700000000 6128 98TH ST N	WATER/SEWER OPERATION	75.68
104451	NATURAL RESOURCES	PRIVATE MARINA TAX	STORM DRAINAGE	257.46
104452	NEWBERG INVESTEMENTS	UB 420790000000 3833 168TH ST	WATER/SEWER OPERATION	83.71
104453	NEWMAN TRAFFIC SIGNS	MAILBOX DECALS	CITY STREETS	-54.74
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	676.80
104454	NORTH COAST ELECTRIC	WINDOW KITS	PUMPING PLANT	165.96
104455	NORTH SOUND HOSE	WATER TANK PARTS	SMALL ENGINE SHOP	101.84
	NORTH SOUND HOSE	HARDWARE	SMALL ENGINE SHOP	106.04
104456	O'BRIEN, APRIL	REIMBURSE SHIPPING EXPENSE	FINANCE-GENL	16.95
104457	OFFICE DEPOT	OFFICE SUPPLIES	OFFICE OPERATIONS	20.55
	OFFICE DEPOT		EXECUTIVE ADMIN	76.56
	OFFICE DEPOT		DETENTION & CORRECTION	104.42
	OFFICE DEPOT		EQUIPMENT RENTAL	122.32
	OFFICE DEPOT		POLICE PATROL	129.87
	OFFICE DEPOT		POLICE PATROL	146.41
104458	PACIFIC GOLF & TURF	HYDRAULIC HOSES, GUARDS AND TI	SMALL ENGINE SHOP	156.32
	PACIFIC GOLF & TURF	HYDRAULIC HOSE	SMALL ENGINE SHOP	168.92
104459	PACIFIC NW BUSINESS	TONER	MUNICIPAL COURTS	200.14
104460	PACIFIC POWER BATTER	HEADLAMPS	STORM DRAINAGE	58.17
	PACIFIC POWER BATTER	BATTERIES	TRANSPORTATION MANAGEM	217.03
104461	PARTS STORE, THE	MSTER CYLINDER	EQUIPMENT RENTAL	42.90
	PARTS STORE, THE	BRAKE PADS AND BRAKE ROTORS	EQUIPMENT RENTAL	139.51
	PARTS STORE, THE	RADIATOR	EQUIPMENT RENTAL	348.16
104462	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	16.91
	PGC INTERBAY LLC		MAINTENANCE	23.99
	PGC INTERBAY LLC		PRO-SHOP	26.91
	PGC INTERBAY LLC		MAINTENANCE	43.08
	PGC INTERBAY LLC		PRO-SHOP	43.09
	PGC INTERBAY LLC		PRO-SHOP	64.26
	PGC INTERBAY LLC		MAINTENANCE	95.90
	PGC INTERBAY LLC		PRO-SHOP	101.47
	PGC INTERBAY LLC		MAINTENANCE	116.66
	PGC INTERBAY LLC		MAINTENANCE	173.11
	PGC INTERBAY LLC		PRO-SHOP	245.63
	PGC INTERBAY LLC		PRO-SHOP	335.58
	PGC INTERBAY LLC		MAINTENANCE	616.02
	PGC INTERBAY LLC		PRO-SHOP	4,572.05
	PGC INTERBAY LLC		MAINTENANCE	8,133.01
104463	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
104464	PILCHUCK RENTALS	FAN COVERS	SMALL ENGINE SHOP	48.07
	PILCHUCK RENTALS	CABLE	STORM DRAINAGE	54.35
	PILCHUCK RENTALS	CARB, THROTTLE, LINER AND SHAF	SMALL ENGINE SHOP	158.80
104465	PLATT ELECTRIC	HARDWARE	MAINT OF GENL PLANT	41.09
	PLATT ELECTRIC	RECEPTACLES, FLASHLIGHT AND HA	WASTE WATER TREATMENT F	62.77
	PLATT ELECTRIC	FLOOD LIGHTS	SOLID WASTE OPERATIONS	86.06
104466	POTTER, BRENT	REIMBURSE MEAL	ROADSIDE VEGETATION	14.00
104467	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	16.70
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	17.25
	PUD	ACCT #2049-3331-1	PUMPING PLANT	18.36

DATE: 12/2/2015
TIME: 9:18:06AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 5

FOR INVOICES FROM 11/26/2015 TO 12/2/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104467	PUD	ACCT #2022-2076-0	MAINTENANCE	19.91
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	26.64
	PUD	ACCT #2027-9116-6	PUMPING PLANT	31.35
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	32.25
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	33.30
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	42.03
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	45.35
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	46.07
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	47.01
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	52.45
	PUD	ACCT #2034-3089-7	STREET LIGHTING	58.00
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	64.06
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	65.01
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	68.22
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	71.74
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	90.53
	PUD	ACCT #2025-5745-0	STREET LIGHTING	99.11
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT F	105.04
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	159.77
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	161.73
	PUD	ACCT #2025-7232-7	STREET LIGHTING	193.89
	PUD	ACCT #2022-9433-6	STREET LIGHTING	194.64
	PUD	ACCT#2020-3007-8	TRANSPORTATION MANAGEM	218.35
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	529.83
	PUD	ACCT #2016-3963-0	MAINTENANCE	859.01
	PUD	ACCT #2002-2385-7	PARK & RECREATION FAC	1,102.87
104468	PUGET SOUND SECURITY	KEYS	STORM DRAINAGE	10.93
104469	PUGET SOUND SECURITY	SECURITY SERVICES-NOV 2015	PROBATION	753.38
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,260.12
104470	REALVNC, LTD	SCADA LICENSES AND SUPPORT	COMPUTER SERVICES	152.25
104471	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
104472	SAFEWAY INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	6.67
	SAFEWAY INC.		EXECUTIVE ADMIN	21.99
	SAFEWAY INC.		EXECUTIVE ADMIN	22.10
104473	SCHOOLCRAFT, RANDY	REIMBURSE MEAL-TRAINING	UTIL ADMIN	15.00
104474	SHAMROCK METAL	REPAIR ROOF	WATER FILTRATION PLANT	2,510.02
104475	SHRED-IT US	MONTHLY SHREDDING SERVICE	LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		PERSONNEL ADMINISTRATIO	19.52
	SHRED-IT US		MUNICIPAL COURTS	50.38
	SHRED-IT US		MUNICIPAL COURTS	50.38
104476	SIEMENS INDUSTRY, IN	FLOW METER AND HARDWARE	WATER RESERVOIRS	3,162.36
104477	SIX ROBBLEES INC	WHEELS	EQUIPMENT RENTAL	229.09
104478	SKAGIT PLUMBING	INSTALL HOT WATER HEATER	WASTE WATER TREATMENT F	451.16
104479	SNO CO PUBLIC WORKS	PROJECT BILLING AND OVERLAY BI	TRANSPORTATION MANAGEM	1,394.60
	SNO CO PUBLIC WORKS		TRAFFIC CONTROL DEVICES	25,533.23
	SNO CO PUBLIC WORKS		ARTERIAL STREET-GENL	307,486.60
104480	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	STREET CLEANING	245.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	140,821.00
104481	SOUND SAFETY	JEANS-CARY	STORM DRAINAGE	111.22

DATE: 12/2/2015
TIME: 9:18:06AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 6

FOR INVOICES FROM 11/26/2015 TO 12/2/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104481	SOUND SAFETY	GLOVES	ER&R	138.72
104482	SOUTHERN COMPUTER	CABLES	IS REPLACEMENT ACCOUNTS	7.22
	SOUTHERN COMPUTER		IS REPLACEMENT ACCOUNTS	14.45
	SOUTHERN COMPUTER		IS REPLACEMENT ACCOUNTS	21.67
	SOUTHERN COMPUTER	POWER SUPPLY	COMPUTER SERVICES	45.95
	SOUTHERN COMPUTER		COMPUTER SERVICES	90.29
	SOUTHERN COMPUTER	UPS BATTERY REPLACEMENTS	COMPUTER SERVICES	294.80
	SOUTHERN COMPUTER	PROJECTOR	IS REPLACEMENT ACCOUNTS	565.75
104483	SPRINGBROOK NURSERY	COBBLES	STORM DRAINAGE	54.39
	SPRINGBROOK NURSERY	BARK	TRANSPORTATION MANAGEM	371.57
104484	STAPLES	OFFICE SUPPLY CREDIT	WATER DIST MAINS	-73.96
	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	64.04
	STAPLES		MUNICIPAL COURTS	164.91
	STAPLES		MUNICIPAL COURTS	278.85
104485	SUMSION, NATHAN & LA	UB 849000267102 8017 65TH DR N	WATER/SEWER OPERATION	40.61
104486	SUPPLYWORKS	JANITORIAL SUPPLIES	PUBLIC SAFETY BLDG.	54.72
	SUPPLYWORKS		ADMIN FACILITIES	187.28
	SUPPLYWORKS		UTIL ADMIN	205.46
	SUPPLYWORKS		COURT FACILITIES	241.46
	SUPPLYWORKS		WASTE WATER TREATMENT F	241.60
	SUPPLYWORKS		PUBLIC SAFETY BLDG.	321.24
	SUPPLYWORKS		MAINT OF GENL PLANT	352.39
104487	SYNAPTEC SOFTWARE	LAWBASE ANNUAL SUPPORT	PROBATION	940.00
104488	TEUNISSE, CATHARINA	UB 790800000003 6521 58TH ST N	WATER/SEWER OPERATION	199.41
104489	TULALIP CHAMBER	CHAMBER FUNDRAISER	CITY COUNCIL	260.00
	TULALIP CHAMBER		EXECUTIVE ADMIN	260.00
104490	UNITED PARCEL SERVIC	SHIPPING EXPENSE	DETENTION & CORRECTION	29.37
104491	US MOWER	MOWER DECK	STORM DRAINAGE	17,987.52
104492	WA REC & PARK ASSN	2016 RISK MANAGEMENT SCHOOL-WO	RECREATION SERVICES	279.00
104493	WARRECHUK, NICHOLAS	MERRYSVILLE FOR THE HOLIDAYS P	RECREATION SERVICES	500.00
104494	WEST PAYMENT CENTER	EVIDENCE BOOKS	MUNICIPAL COURTS	583.16
104495	WRIGHT, DONNA	REIMBURSE CONFERENCE EXPENSES	CITY COUNCIL	2,209.93
104496	YOUN, CHRIS	UB 080143000008 9507 53RD AVE	WATER/SEWER OPERATION	27.07
104497	YSI INCORPORATED	SENSOR CAP	WATER/SEWER OPERATION	-0.68
	YSI INCORPORATED		WASTE WATER TREATMENT F	122.60

WARRANT TOTAL:

669,160.21

Index #9

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 2015

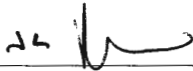
AGENDA ITEM: Payroll	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Blanket Certification	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

<p>RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the November 20, 2015 payroll in the amount \$900,636.98 Check No.'s 29515 through 29547.</p>
<p>COUNCIL ACTION:</p>

Index #10

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/14/2015

AGENDA ITEM: PSA Supplement No. 1, Water Comprehensive Plan Update	
PREPARED BY: Ryan Morrison, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works - Engineering	
ATTACHMENTS: PSA Supplement No. 1	
BUDGET CODE: 40143410.541000.1419	AMOUNT: \$0.00
SUMMARY:	

On June 23, 2014, the City entered into a Professional Services Agreement with RH2 Engineering, Inc. to provide the City with an update to the Water Comprehensive Plan. Since that time it has been determined that additional time is necessary to finalize the Water Comprehensive Plan.

The attached Supplement provides for a no-cost time extension of the agreement end date to April 30, 2016 to complete this work.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor sign and execute the PSA Supplement No. 1, Water Comprehensive Plan Update.</p>

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR CITY OF MARYSVILLE
RH2 Engineering, Inc.**

This Supplemental Agreement No. 1 is made and entered into on the ____ day of _____, 2015, between the City of Marysville, hereinafter called the "City" and RH2 Engineering Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for updating the City's Water Comprehensive Plan, hereinafter called the "Project," and said Agreement being dated June, 23, 2014; and

WHEREAS, both parties desire to supplement said Agreement by extending the time of completion to April 30, 2016. The total amount payable under this Agreement shall not change.

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

Each and every provision of the Original Agreement for Professional Services dated June 23 2014 shall remain in full force and effect, except as modified in the following sections:

1. Article III, Section III.3 of the Original Agreement, Term, is amended to add that the parties agree to extend the term of the agreement to terminate at midnight April 30, 2016.

PROFESSIONAL SERVICES AGREEMENT – Supplemental - Page 1 of 2

\\MVNAS\AllCity\PublicWorks\Shared\Engineering\Projects\Water\Water Comp Plan - 2014\PSA\PSA Supplemental Time Extension.doc

PROF. S. V. G. 2.02.2014

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF _____

RH2 Engineering, Inc.

By: _____
Mayor

By: Michael J. Bullard
Its Director

ATTEST/AUTHENTICATED:

City Clerk

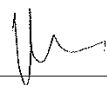
APPROVED AS TO FORM:

City Attorney

Index #11

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

CITY COUNCIL MEETING DATE: 12/14/2015

AGENDA ITEM: Grant Agreement with the Department of Ecology for the 2015-2017 Biennial Stormwater Capacity Grants	
PREPARED BY: Kari Chennault, Water Resources Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: 2 copies of the Grant Agreement with the Department of Ecology	
BUDGET CODE: 40145040.549000	AMOUNT: (\$50,000)
SUMMARY:	

The City of Marysville has been offered \$50,000 in grant funding from the Department of Ecology to assist in implementation and management of the City's NPDES Phase II Stormwater Permit. There is no match requirement to this funding offer.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Grant Agreement with the Department of Ecology allowing the City to be funded \$50,000 in grant funding.
--

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 1 of 24



Agreement WQSWCAP-1517-MaryPW-00037

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Marysville

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Marysville, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2015-2017 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	03/31/2017
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 2 of 24

RECIPIENT INFORMATION

Organization Name: City of Marysville

Federal Tax ID: 91-6001459
 DUNS Number: 076658673

Mailing Address: 80 Columbia Ave.
 Marysville, WA, 98270

Physical Address: 80 Columbia Ave.
 Marysville, Washington, 98270

Contacts

Project Manager	<p>Kari Chennault Water Resources Manager</p> <p>80 Columbia Avenue Marysville, Washington, 98270 Email: kchennault@marysvillewa.gov Phone: (360) 363-8277</p>
Billing Contact	<p>Brenda Donaldson Engineering Project Aide</p> <p>80 Columbia Avenue Marysville, Washington, 98270 Email: bdonaldson@marysvillewa.gov Phone: (360) 363-8100</p>
Authorized Signatory	<p>Kari N Chennault Water Resources Manager</p> <p>80 Columbia Avenue Marysville, Washington, 98270 Email: kchennault@marysvillewa.gov Phone: (360) 363-8277</p>

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Kyle Graunke</p> <p>P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6638</p>
<p>Financial Manager</p>	<p>Kyle Graunke</p> <p>P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6638</p>

Agreement No: WQSWCAP-1517-MaryPW-00037
Project Title: 2015-2017 Biennial Stormwater Capacity Grants
Recipient Name: City of Marysville

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State
Department of Ecology**

City of Marysville

Program Manager Date

Heather Bartlett
Water Quality

Kari N Chennault Date

Water Resources Manager

Jon Nehring

Mayor Date

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 5 of 24

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.

* Properly maintained project documentation

Recipient Task Coordinator: Brenda Donaldson

Project Administration/Management**Deliverables**

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 6 of 24

SCOPE OF WORK

Task Number: 2 **Task Cost: \$50,000.00**

Task Title: Project Administration/Management

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review and/or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.

Monitoring, including:

 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 7 of 24

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vactor truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Kari Chennault

Project Administration/Management

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

BUDGET

Funding Distribution EG160403

Funding Title: Capacity Grant FY16
 Funding Type: Grant Funding Expiration Date: 03/31/2017
 Funding Effective Date: 07/01/2015
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
 Type: State
 CFDA:
 Assistance Agreement:
 Description: MTCA

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY16	Task Total
Permit Implementation	\$ 25,000.00

Total: \$ 25,000.00

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

BUDGET

Funding Distribution EG160404

Funding Title: Capacity Grant FY17
 Funding Type: Grant Funding Expiration Date: 03/31/2017
 Funding Effective Date: 07/01/2016
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
 Type: State
 CFDA:
 Assistance Agreement:
 Description: MTCA

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY17	Task Total
Permit Implementation	\$ 25,000.00
Total:	\$ 25,000.00

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 10 of 24

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Capacity Grant FY16	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Capacity Grant FY17	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 11 of 24

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 12 of 24

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 13 of 24

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 14 of 24

central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 15 of 24

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum \$25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of \$50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of \$25,000.

If the RECIPIENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 16 of 24

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <<http://www.fsr.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsr.gov <<http://www.fsr.gov>>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 17 of 24

- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 18 of 24

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 19 of 24

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 20 of 24

or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 21 of 24

property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
 - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 22 of 24

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer

Agreement No: WQSWCAP-1517-MaryPW-00037
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Marysville

Page 23 of 24

recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

Agreement No: WQSWCAP-1517-MaryPW-00037
Project Title: 2015-2017 Biennial Stormwater Capacity Grants
Recipient Name: City of Marysville

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.


29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Index #12

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 12/14/2015

AGENDA ITEM: Grant Agreement with the Department of Ecology for the Decant Facility Retrofit – Phase II Project	
PREPARED BY: Kari Chennault, Water Resources Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: 2 copies of the Grant Agreement with the Department of Ecology	
BUDGET CODE: 40250594.5563000.D1504	AMOUNT: (\$296,564.25) \$98,854.75
SUMMARY:	

The City of Marysville has been offered \$296,564.25 in grant funding from the Department of Ecology to complete the final phase of the retrofit to the City's existing decant facility. The total project cost is estimated to be \$395,419. Therefore, this grant is expected to cover the cost of the project, with a required 25% City match of \$98,854.75.

This Project would complete the retrofit of the City's existing decant facility by expanding the recently constructed facility to meet current demands to manage street and storm generated wastes. This project would allow for the addition of a decanting bay which would create more material processing therefore shortening the length of time the material has to be processed. This added capacity would allow for continued improvement in stormwater system maintenance and also reduce pollutants entering local waterways.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Grant Agreement with the Department of Ecology allowing the City to be funded \$296,564.25 in grant funding.

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 1 of 40



Agreement WQC-2016-MaryPW-00124

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Marysville

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Marysville, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Decant Facility Retrofit - Phase II
Total Cost:	\$395,419.00
Total Eligible Cost:	\$395,419.00
Ecology Share:	\$296,564.25
Recipient Share:	\$98,854.75
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	06/30/2018
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in Ebey Slough through the completion of the City of Marysville's decant facility. This project will create capacity at the facility for all city street waste, which will permit the RECIPIENT to perform additional maintenance and street sweeping, thereby preventing pollutants such as total suspended solids (TSS), oil (total petroleum hydrocarbons), and total phosphorus from entering Ebey Slough.

Project Long Description:

Marysville is a Phase II regulated City located approximately 30 miles north of Seattle along Interstate 5. The RECIPIENT's stormwater receiving bodies flow south through the city and outfall into Ebey Slough. The Public Works Maintenance Facilities are located within 1000 ft of the Ebey Slough. Ebey Slough, along with its contributing water bodies, are on the 303(d) contamination list for Dissolved Oxygen, Bacteria, Temperature, and pH.

This project will improve water quality in Ebey Slough through the completion of the RECIPIENT's street waste

WQC-2016-MaryPW-00124

Agreement No: WQC-2016-MaryPW-00124
Project Title: Decant Facility Retrofit - Phase II
Recipient Name: City of Marysville

Page 2 of 40

decant facility. Street waste consists of street sweeper waste, catch basin, and storm facility maintenance waste. The waste collection volumes projected make the size of the RECIPIENT's current facility insufficient and it does not allow for an adequate settlement time of waste. For this reason, RECIPIENT crews are draining excess liquid waste from the trucks into RECIPIENT owned and operated stormwater treatment ponds instead of sending the liquid waste to the sanitary sewer. While these compensatory actions are acceptable best management practices they are not ideal and have the potential of creating future work and problems at these stormwater facilities. This expansion will create capacity for all RECIPIENT street waste and direct the liquid waste to the sanitary sewer. The increase in capacity of this facility will allow for additional maintenance and street sweeping, thereby reducing pollutants entering Ebey Slough from the existing stormwater system.

Overall Goal:

This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 3 of 40

RECIPIENT INFORMATION

Organization Name: City of Marysville

Federal Tax ID: 91-6001459
 DUNS Number: 076658673

Mailing Address: 80 Columbia Ave.
 Marysville, WA, 98270

Physical Address: 80 Columbia Ave.
 Marysville, Washington, 98270

Contacts

Project Manager	<p>Matthew Eyer Surface Water Specialist</p> <p>80 Columbia Ave Marysville, Washington, 98270 Email: meyer@marysvillewa.gov Phone: (360) 363-8112</p>
Billing Contact	<p>Brenda Donaldson Engineering Project Aide</p> <p>80 Columbia Avenue Marysville, Washington, 98270 Email: bdonaldson@marysvillewa.gov Phone: (360) 363-8100</p>
Authorized Signatory	<p>Kari N Chennault Water Resources Manager</p> <p>80 Columbia Avenue Marysville, Washington, 98270 Email: kchennault@marysvillewa.gov Phone: (360) 363-8277</p>

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Melisa Snoeberger</p> <p>3190 160th Ave SE Bellevue, Washington, 98008-5452 Email: msno461@ecy.wa.gov Phone: (425) 649-7047</p>
<p>Financial Manager</p>	<p>Layne Slone Financial Manager</p> <p>PO Box 47600 Olympia, Washington, 98504-7600 Email: layne.slone@ecy.wa.gov Phone: (360) 407-6225</p>
<p>Technical Advisor</p>	<p>Douglas Howie Senior Stormwater Engineer</p> <p>P.O. Box 47600 Olympia, Washington, 98504-7600 Email: douglas.howie@ecy.wa.gov Phone: (360) 407-6444</p>

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

SCOPE OF WORK

Task Number: 1 **Task Cost: \$16,075.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Matthew Eyer

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 7 of 40

SCOPE OF WORK

Task Number: 2 **Task Cost: \$35,000.00**

Task Title: Design Plans and Specs, Environmental Review

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit a Department of Archaeology and Historic Preservation (DAHP) EZ-1 Form, Ecology Historic and Cultural Resource Project Review Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found at:

<http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/CWSRFres/TemplateInadvDiscPlan060915.doc>

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project design. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

E. The RECIPIENT will submit one hard copy and one digital copy of the items listed below to ECOLOGY for acceptance. Design figures must be reduced to 11x17 inches in size and must be legible.

1. Design Report. For a complete list of required design report elements refer to:

<http://www.ecy.wa.gov/programs/wq/funding/Res/Forms/SWDesignDeliv081315.pdf>

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule.

For current bid inserts refer to:

<http://www.ecy.wa.gov/programs/wq/funding/Res/Forms/SWProgramBidInsert032515.pdf>

For the current bid specification clause refer to:

WQC-2016-MaryPW-00124

Agreement No: WQC-2016-MaryPW-00124
Project Title: Decant Facility Retrofit - Phase II
Recipient Name: City of Marysville

Page 8 of 40

<http://www.ecy.wa.gov/programs/wq/funding/Res/Forms/SWProgramSpecClauses052912.pdf>

F. The RECIPIENT agrees to respond to ECOLOGY comments prior to proceeding to 90 percent design and/or project advertisement/bid and construction. At its discretion, ECOLOGY may require the RECIPIENT to resubmit revised documents for further ECOLOGY review prior to accepting the project design.

G. All materials submitted to ECOLOGY for acceptance must be approved by the RECIPIENT prior to submittal to ECOLOGY.

H. The RECIPIENT will submit to ECOLOGY a digital copy of the Final Bid Package including: project plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state and local laws and regulations.

Recipient Task Coordinator: Matthew Eyer

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 9 of 40

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Proposed Construction Schedule. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Complete DAHP EZ-1 Form or Ecology Historic and Cultural Resource Project Review Form; Submit supplemental cultural resources documentation if available. Upload to EAGL and notify ECOLOGY when upload is complete. Cultural Resource surveys should be submitted directly to the ECOLOGY Project Manager and should not be uploaded to the EAGL system.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one hard copy of Design Report to ECOLOGY Engineer.	
2.5	Responses to ECOLOGY Design Report Comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 percent Design Plans, Bid Specifications, and Engineer's Estimate. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one hard copy of 90 percent Design Plans, Bid Specifications, and Engineer's Estimate to ECOLOGY Engineer.	
2.8	Responses to ECOLOGY 90 percent Design Plan Comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 10 of 40

SCOPE OF WORK

Task Number: 3 **Task Cost: \$25,718.00**

Task Title: Construction Management

Task Description:

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY before the start of construction. This plan must describe how adequate and competent construction oversight will be performed.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The project schedule will be revised and/or updated whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, revised cash flow projections must also be submitted to ECOLOGY.
- E. Prior to execution, the RECIPIENT will submit any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications in writing for ECOLOGY review and acceptance for payment. Ecology must review and accept all change orders that impact grant eligible activities prior to implementation. All other change orders must be reviewed by ECOLOGY for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.
- F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance plan for all stormwater treatment, flow control, and low impact development (LID) features. The operation and maintenance plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The operation and maintenance plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.
- G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:
1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found at: <http://www.ecy.wa.gov/programs/wq/funding/Res/Forms/FY11SWConstCompForm082415.doc>
 2. GIS compatible project area data in an ECOLOGY-approved format.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

Project will be constructed on schedule and in accordance with accepted plans.

WQC-2016-MaryPW-00124

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 11 of 40

Recipient Task Coordinator: Matthew Eyer

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.2 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised Cash Flow Estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.3 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Upload to EAGL using naming convention D3.5 OPANDMAINTENANCE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL using naming convention D3.6 SWCONSTRUCTIONCOMPLETIONFORM and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

SCOPE OF WORK

Task Number: 4 **Task Cost: \$318,626.00**

Task Title: Construction

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of an additional decant bay in accordance with Ecology-accepted plans to mitigate runoff from (acres) of pollution generating impervious surfaces.

Task Goal Statement:

Project will be constructed in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), oil (Total Petroleum Hydrocarbons), and total phosphorus and will also reduce flows to Ebey Slough by increasing stormwater infiltration and/or providing stormwater detention.

Recipient Task Coordinator: Matthew Eyer

Construction

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in quarterly reports.	

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

BUDGET

Funding Distribution EG160113

Funding Title: SFAP
 Funding Type: Grant Funding Expiration Date: 06/30/2018
 Funding Effective Date: 07/01/2015
 Funding Source:

Title: SFAP - SFY16
 Type: State
 CFDA:
 Assistance Agreement:
 Description: Environmental Legacy Stewardship Account (ELSA) - State

Recipient Match %: 25
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	\$ 16,075.00
Design Plans and Specs, Environmental Review	\$ 35,000.00
Construction Management	\$ 25,718.00
Construction	\$ 318,626.00

Total: \$ 395,419.00

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 14 of 40

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	\$ 98,854.75	\$ 296,564.25	\$ 395,419.00
Total		\$ 98,854.75	\$ 296,564.25	\$ 395,419.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 15 of 40

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

Agreement No: WQC-2016-MaryPW-00124
Project Title: Decant Facility Retrofit - Phase II
Recipient Name: City of Marysville

Page 16 of 40

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 17 of 40

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 18 of 40

This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND ONLY CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 19 of 40

website.

2. Clean Water Act Section 319 Initial Data Reporting Sheet or the "Section 319 Initial Data Reporting" form in EAGL.

A. Disadvantaged Business Enterprise (DBE):

GENERAL COMPLIANCE, 40 CFR, Part 33 - The RECIPIENT agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D - A RECIPIENT must negotiate with the appropriate EPA award official or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

Current Fair Share Objective/Goal - The dollar amount of this assistance agreement is over \$250,000; or the total dollar amount of all of the RECIPIENT's non-TAG assistance agreements from EPA in the current fiscal year is over \$250,000. The Washington State Department of Ecology has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: SUPPLIES 8.00%; SERVICES 10.00%; EQUIPMENT 8.00%; CONSTRUCTION 10.00%
 WBE: SUPPLIES 4.00%; SERVICES 4.00%; EQUIPMENT 4.00%; CONSTRUCTION 6.00%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - If the RECIPIENT has not yet negotiated its MBE/WBE fair share objectives/goals, the RECIPIENT agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The RECIPIENT agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA shall respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C - Pursuant to 40 CFR, Section 33.301, the RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, Local and Government recipients, this shall include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this shall include dividing total requirements when economically

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 20 of 40

feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology's Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Data Reporting: The RECIPIENT must complete and submit the “Clean Water Act Section 319 Initial Data Reporting Sheet” to ECOLOGY's Financial Manager with the signed agreement. The form is available in EAGL.

D. Load Reduction Reporting: The RECIPIENT shall complete and submit a “Clean Water Act Section 319 Load Reductions Reporting Form” to ECOLOGY's Financial Manager by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has submitted the completed form to the Financial Manager. This form is used to gather information on pollutant load reduction for each best management practice (BMP) installed as a part of this project. The form is available in EAGL.

E. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 6: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 21 of 40

MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submissions, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

B. Archaeological Resources and Historic Properties (Section 106): See Section 2.C of the terms and conditions of this agreement, the RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800)

C. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that the organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

D. Electronic and Information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs incurred in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

E. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a

F. Payment to Consultants: The RECIPIENT shall ensure that loan funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

G. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 7: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

WQC-2016-MaryPW-00124

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 22 of 40

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Federal Funding Accountability and Transparency Act (FFATA) Form
4. CWSRF Federal Reporting Information form available in EAGL.
5. Fiscal Sustainability Plan Certification (only required if the project includes construction of a wastewater or stormwater facility construction.)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

E. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law,

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 23 of 40

regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Office of Minority Women Business Enterprises as follows:

Construction 10.00% MBE 6.00% WBE
 Supplies 8.00% MBE 4.00% WBE
 Services 10.00% MBE 4.00% WBE
 Equipment 8.00% MBE 8.00% WBE

By signing this agreement the RECIPIENT is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Office of Minority Women Business Enterprises.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 866-208-1064.
- 2) Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 24 of 40

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms are available on ECOLOGY's Water Quality Program funding website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit ECOLOGY's MBE/WBE participation report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that RECIPIENTS of identified loans also comply with provisions of 40CFR, Section 33.302.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

F. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

G. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 25 of 40

protect it against loss.

H. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan "Loan Term" as outlined in this agreement.

I. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 26 of 40

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
 Cashiering Unit
 P.O. Box 47611
 Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 27 of 40

Fiscal Office.

J. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

K. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

L. Opinion of RECIPIENT’s Legal Counsel: The RECIPIENT must submit an “Opinion of Legal Counsel to the RECIPIENT” to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 28 of 40

M. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

N. Litigation; Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

O. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 29 of 40

representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

P. Sale or Disposition of Utility: The RECIPIENT will not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility or any real or personal property comprising a part of the Utility unless:

1. The facilities or property transferred are not material to the operation of the Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility or are no longer necessary, material, or useful to the operation of the Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

Q. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.
- 4) Require connections necessary to meet debt obligations associated with the planning and construction of this facility as well as the expected costs of operation and maintenance.

R. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 30 of 40

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 31 of 40

ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

S. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 32 of 40

EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 33 of 40

subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 34 of 40

Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 35 of 40

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 36 of 40

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 37 of 40

document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
 - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 38 of 40

- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or

Agreement No: WQC-2016-MaryPW-00124
 Project Title: Decant Facility Retrofit - Phase II
 Recipient Name: City of Marysville

Page 39 of 40

any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

Agreement No: WQC-2016-MaryPW-00124
Project Title: Decant Facility Retrofit - Phase II
Recipient Name: City of Marysville

Page 40 of 40

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Index #13

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 2015

AGENDA ITEM: Authorizing the lease of five copiers from Copiers Northwest using KCDA contract # 11-213	
PREPARED BY: Worth Norton	DIRECTOR APPROVAL:
DEPARTMENT: Finance / Information Services	
ATTACHMENTS: Copiers Northwest Program Agreement Copiers Northwest Sales Order Wells Fargo Financial Leasing Amendment to Agreement Wells Fargo Financial Leasing Non-Appropriation Addendum Copiers Northwest Equipment Removal Form	
BUDGET CODE: Multiple Departments	AMOUNT: \$ 96,392.64
SUMMARY:	

This is replace existing copiers in City Hall workroom, Executive office, Police Detectives, Police Custody, and Court Probation.

After evaluation, and six months using Canon copiers in a heavy use scenario in the Police Records department, staff is convinced that Canon copiers outperform Ricoh copiers in dependability and ease of use. Copiers Northwest was chosen as they offer additional service options including after hours service.

The existing Ricoh copiers have several months left on their lease. By using the King County Director's Association (KCDA) contract # 11-213 and leasing from Copiers Northwest, we are able to get a buyout for the remaining lease and the best price for the new lease. The lease is for 48 months and includes toner for 46,000 copies per month before an additional per copy charge begins.

RECOMMENDED ACTION:

City staff recommends that the City Council authorizes the Mayor to sign agreements with Copiers Northwest and Wells Fargo Leasing for the lease of five multifunction copiers.



Agreement # _____

PROGRAM AGREEMENT

Supplier: <u>Copiers Northwest, Inc.</u> <small>(Full Legal Name)</small>			Customer: <u>City of Marysville</u> <small>(Full Legal Name)</small>		
<u>601 Dexter Ave. N</u> <small>(Street Address)</small>			<u>1049 State Avenue</u> <small>(Street Address)</small>		
<u>Seattle</u> <small>(City)</small>	<u>WA.</u> <small>(State)</small>	<u>98109</u> <small>(Zip)</small>	<u>King</u> <small>(County)</small>	<u>Marysville</u> <small>(City)</small>	<u>WA.</u> <small>(State)</small>
				<u>98270</u> <small>(Zip)</small>	<u>Snohomish</u> <small>(County)</small>

PLEASE CHECK ONE: Per Machine Minimum Consolidated Minimum

Make / Model / Accessories	Serial Number	Minimum Number of Impressions	Minimum Monthly Payment	Excess Per Copy Charge
1 <u>See Schedule A</u>	_____	<u>38,500 (B/W)</u>	<u>\$2,008.18</u>	<u>\$0.0045</u>
2 _____	_____	<u>7,500 (Color)</u>	_____	<u>\$0.045</u>
3 _____	_____	_____	_____	_____
Color Print Controller Extended Warranty: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			TOTALS:	<u>\$2,008.18</u>

TRANSACTION TERMS: 1 MONTH ADVANCE PAYMENT: \$ 0.00
(plus applicable taxes)

Term 48 Months

METER READING PREFERENCE (monthly if not checked) Quarterly Other (____)

Equipment Location: _____ City: _____ State: _____ Zip: _____
(if different from Customer address above)

Customer Contact: Sandra Gyurkovics Telephone: 360-363-8000 Email: sgyurkovics@marysville

We have written this Agreement in plain language because we want you to understand its terms. Please read your copy of this Agreement carefully and feel free to ask us any questions you may have. The word "Agreement" means this FlexPlan Program Agreement. The words "you" and "your" mean the Customer named above. The words "we," "us", and "our" refer to the Owner named below. The abbreviation "CNW" refers to Copiers Northwest, Inc.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON THE REVERSE SIDE) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. PROVIDED THAT YOU ARE NOT IN DEFAULT UNDER THE AGREEMENT, YOU WILL HAVE THE OPTION TO UPGRADE THE EQUIPMENT INTO A NEW AGREEMENT. THE BALANCE DUE ON THIS AGREEMENT WILL BE REFINANCED INTO A NEW AGREEMENT WITH SUCH BALANCE DETERMINED BY US BUT NOT TO INCLUDE AN EARLY TERMINATION PENALTY. THE UPGRADE REQUEST WILL ALSO BE SUBJECT TO YOU ACQUIRING THE NEW EQUIPMENT FROM COPIERS NORTHWEST, INC. AND SUBJECT TO OUR CREDIT APPROVAL YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS AGREEMENT. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE OWNER HAS ACCEPTED AND EXECUTED THIS AGREEMENT. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS LOCATED WHERE THIS AGREEMENT IS ACCEPTED AND EXECUTED BY OWNER.

ACCEPTED BY: _____ <small>(Legal Name)</small>	CUSTOMER: <u>City of Marysville</u> <small>(Legal Name)</small>
BY: _____ <small>(Signature of Authorized Signer)</small>	BY: <input checked="" type="checkbox"/> _____ <small>(Signature of Authorized Signer)</small>
TITLE: _____ <small>(Print Name and Title)</small>	TITLE <input checked="" type="checkbox"/> _____ <small>(Print Name and Title)</small>
DATE: _____	DATE <input checked="" type="checkbox"/> _____ FED TAX ID#: <input checked="" type="checkbox"/> <u>91-6001459</u>

UNCONDITIONAL GUARANTY

In consideration of Owner entering into the above Agreement in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Owner, its successors and assigns, the prompt payment and performance of all obligations under this Agreement. We agree that (a) this is a guaranty of payment and not of collection, and that Owner can proceed directly against us without disposing of any security or seeking to collect from Customer, (b) we waive all defenses and notices, including those of protest, presentment and demand, (c) Owner may renew, extend or otherwise change the terms of the Agreement without notice to us and we will be bound by such changes and (d) we will pay all of Owner's costs of enforcement and collection. This guaranty survives the bankruptcy of Customer and binds our administrators, successors and assigns. Our obligations under this guaranty continue even if Customer becomes insolvent or bankrupt or is discharged from bankruptcy and we agree not to seek to be repaid by Customer in the event we must pay Owner. **THIS GUARANTY WILL BE GOVERNED BY THE SAME STATE LAW AS THE AGREEMENT. WE AGREE TO JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS IN THE SAME STATE AND COUNTY.**

PERSONAL:	PERSONAL:
By: _____, Individually	By: _____, Individually
Address: _____	Address: _____
Social Security Number: _____	Social Security Number: _____
Witness: _____	Witness: _____

TERMS AND CONDITIONS

1. AGREEMENT. Copiers Northwest, Inc. (CNW) has agreed to provide FULL SERVICE AND SUPPLY MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER (EXCEPT FOR FAXES AND WIDE FORMAT DEVICES), DEVELOPER AND PARTS NECESSARY TO PRODUCE COPIES. YOU MUST PURCHASE PAPER AND STAPLES, IF APPLICABLE, SEPARATELY.

2. MAINTENANCE. Program Agreement service covers normal wear and tear on the Equipment. You agree to provide adequate power for the Equipment. You acknowledge that (a) we are not responsible for any service repair, or maintenance of the Equipment, and (b) we are not a party to any maintenance service agreement. You agree to provide meter readings at the request of CNW. You agree to pay for maintenance service outside of CNW's normal business hours or service required by your negligence or misuse of the Equipment at the CNW's customary rates. Connected products (peripherals) of any type are not included with this Agreement unless customer has selected connection monthly base fee. ONCE WE ACCEPT THIS AGREEMENT, YOU MAY NOT CANCEL AT ANY TIME DURING THE TERM. You agree to be bound by all the terms of this Agreement.

3. DELIVERY AND ACCEPTANCE OF EQUIPMENT: Acceptance of the Equipment occurs upon delivery. This lease commences upon delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require. Delivery and installation costs are your responsibility. If you have signed a purchase contract for the Equipment, by signing this Agreement you assign your rights, but none of your obligations under it, to us. As of your obligations under it, to us. As you will have possession of the Equipment from the date of its delivery and acceptance, if we accept and sign this Agreement you will pay us interest rent for the period from the date the Equipment is delivered and accepted by you until the Commencement Date. The payment for this interest period will be based on the Minimum Monthly Payment, the number of days in that period, and based on a month of 30 days.

4. COPY CHARGES. Each month during the Term of this Agreement, you agree to pay us the applicable Minimum Monthly Payment (plus applicable taxes) for each unit of Equipment on the date we left you. In return for the Minimum Monthly Payment you are entitled to use the Minimum Number of Copies each month. You also agree to pay us the Excess Per Copy Charge for each metered copy which exceeds the Minimum Number of Copies (plus applicable taxes). We may estimate the number of copies used if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess copies upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay less than the Minimum Monthly Payment. ~~You agree that we may increase the Minimum Monthly Payment and the Excess Per Copy Charge each year during the Term of this Agreement by an amount up to the lesser of seven percent (7%) of the Minimum Monthly Payment and the Excess Per Copy Charge to reflect the end of the interest period, or the maximum percentage permitted by law in this jurisdiction.~~ All our option you will: (a) provide us by telephone or facsimile the actual meter reading when requested by us; (b) allow us (or our agent) access to the Equipment to obtain meter readings; or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic reading device periodically. The Minimum Monthly Payment is due whether or not you receive an invoice from us. If you have a dispute with us regarding the Equipment, you will continue to pay us all Minimum Monthly Payments and Excess Per Copy Charges without deduction or withholding any amounts. You will pay us any required Advance Payment or Security Deposit when you sign this Agreement. Security Deposits and Advance Payments may be commingled and do not earn interest. Provided you are not in default, we may apply your Security Deposit to the last Minimum Monthly Payment or we may refund the Security Deposit to you when the Term expires and the Equipment is returned in accordance with Section 17. If we collect more than one payment as Advance Payment, we may apply such Advance Payment to the Minimum Monthly Payment(s) due at the end of the Term. Restraintive endorsements on checks you send to us will not reduce your obligations to us. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Minimum Monthly Payments and Excess Per Copy Charges.

5. UNCONDITIONAL OBLIGATION. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL MINIMUM MONTHLY PAYMENTS DUE UNDER THIS AGREEMENT AND ANY OTHER AMOUNTS DUE FOR THE FULL TERM, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST THE MINIMUM MONTHLY PAYMENTS DUE UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER.

6. DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING PROVIDED TO YOU IN AS-IS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS AGREEMENT. YOU AGREE THAT WE HAVE NOT MANUFACTURED THE EQUIPMENT AND THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGEMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. You are aware of the name of the Equipment manufacturer and you will contact the manufacturer for a description of your warranty rights. Provided you are not in default under this Agreement, you may enforce all warranty rights directly against the manufacturer of the Equipment. You agree to settle any dispute you may have regarding performance of the Equipment directly with the supplier.

7. TITLE. The Equipment is and shall remain our sole property.

8. USE, MAINTENANCE AND REPAIR. You will not move the Equipment from the Equipment Location without our advance written consent. If we grant you written permission to relocate the Equipment to a new Equipment Location, any maintenance, service and supply costs which may be included in the Minimum Monthly Payment or any Excess Per Copy Charges, may be increased by us at our sole discretion. You will give us reasonable access to the Equipment Location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all manuals and instructions and keep it suitable for any manufacturer's certifications. You will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.

9. TAXES. You agree to pay when due all sales and use taxes, personal property and all other taxes and charges, license and registration fees, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of this Lease or as billed by us. You agree to pay us any estimated property taxes when we request payment. You agree that if we pay any taxes or charges on your behalf in excess of the estimated taxes previously collected, you shall reimburse us for all such payments and shall pay a late charge (as described in the paragraph titled Collection Expenses - Overdue Payment) on such payments if applicable with the next payment. You agree to pay us a monthly fee or an annual fee (billed annually), to reimburse us for our costs of preparing, reviewing and filing any such returns. You agree, and we have the right to (a) bill monthly or annually the estimated applicable personal property taxes together with the fees described herein and (b) bill any remaining estimated amount due upon assessment of such taxes. Your estimated monthly payment will be based on the full amount of such taxes, without regard to any discounts we may obtain. You also agree to appoint us a your attorney-in-fact to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your right to use.

10. INDEMNITY. We are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, manufacture, selection, purchase, agreement, ownership, possession, modification, maintenance, condition, operation, use, return or disposal of the Equipment. You agree to reimburse us for and defend us against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after the Agreement has expired for acts of omissions which occurred during the Term of this Agreement.

11. IDENTIFICATION. You authorize us to insert or correct missing information on this Agreement, including your official name, serial numbers and any other information describing the Equipment. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.

12. LOSS OR DAMAGE. You are responsible for any loss of the Equipment from any cause at all whether or not insured, from the time the Equipment is shipped to you until it is returned to us. If any item of Equipment is lost, stolen or damaged, you will promptly notify us of such event. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us an amount equal to the Net Book Value (as defined in Section 15) of the lost, stolen or damaged Equipment. If you have satisfied your obligations under this Section 12, we will forward to you any insurance proceeds which we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 15 of this Agreement.

13. INSURANCE. You agree to keep the Equipment fully insured against loss with us as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than we may tell you, naming us as additional insured, until you have met all of your obligations under this Agreement. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 15 days prior to the date set for cancellation. Upon our request you agree to provide us with certificate or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the Equipment at your expense, or we may charge you a monthly charge due to the increased credit risk to us as well as to cover our increased internal overhead costs of requesting proof of physical damage insurance from you in the event that we obtain insurance as stated above, you will pay all insurance premiums and related charges.

14. DEFAULT. You will be in default under this Agreement if any of the following happens: (a) we do not receive any Monthly Minimum Payment and Excess Per Copy Charges or other payment due hereunder within 10 days after its due date, or (b) you or any of your guarantors become insolvent, are liquidated or dissolved, merge, transfer substantially all stock or assets, stop doing business, or assign rights or property (or the benefit of creditors, or (c) a petition is filed by or against you or any of your guarantors under any bankruptcy or insolvency law, or (d) (for individuals) you or any of your guarantors die, or have a guardian appointed, or (e) any representation you have made in this Agreement shall prove to have been false or misleading in any material respect, or (f) you or any of your guarantors break any promise made in this Agreement or any guaranty and do not correct the default within 10 days after we send you written notice of the default, or (g) you default on any other Agreement between you and us (or our affiliates).

15. REMEDIES. Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following: (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by you to us under this Agreement, plus (ii) all Minimum Monthly Payments remaining through the end of the Term, discounted at the higher of 6% or the lowest monthly rate permitted by law, plus (iii) the fair market value of the Equipment (collectively, the "Net Book Value"). We have the right to repossess the Equipment available to us (or repossess on during reasonable business hours or we may repossess the Equipment, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. You will not make any claims against us or the Equipment for trespass, damage or any other reason. If we take possession of the Equipment we may (a) sell or lease the Equipment at public or private sales or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although you agree we have no obligation to sell the Equipment, if we do sell the Equipment, we will reduce the Net Book Value by the amounts we receive. You will immediately pay us the remaining Net Book Value. You agree (a) that we only need to give you 10 days advance notice of any sale and no notice of advertising; (b) to pay all of the costs we incur to enforce our rights against you, including attorney's fees; and (c) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default.

16. YOUR OPTIONS AT END OF TERM. No more than ninety (90) days but not less than thirty (30) days prior to the expiration of the Term or any Renewal Term (as such term is defined below), you shall give us written notice of your intention at the end of the Term or such Renewal Term to either (a) continue paying Minimum Monthly Payments and Excess Per Copy Charges until the Equipment is received and accepted by us pursuant to Section 17, or (b) return the Equipment to us at the end of the Term or Renewal Term pursuant to Section 17. If you fail to provide us with written notice in the time frame referenced above, or having notified us, you fail to return the Equipment in accordance with Section 17, the Term of this Agreement shall automatically renew for an additional ~~thirteen (13) months~~ (each, a "Renewal Term") and all of the provisions of this Agreement shall continue to apply, including your obligation to pay the Minimum Monthly Payments and Excess Per Copy Charges. We reserve the right to limit the number of Renewal Terms available to you.

17. RETURN OF EQUIPMENT. CNW will pick up Equipment at your location at the end of the term or at the time of upgrade in accordance with Section 25 provided the Equipment is located within CNW's service area. If (a) a default occurs, or (b) if the Equipment is not located within CNW's service area, you will immediately return the Equipment to any location(s) and aboard any carriers) we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 8, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories. You will continue to pay Minimum Monthly Payments and Excess Per Copy Charges until the Equipment is received and accepted by us.

18. YOUR REPRESENTATIONS. You state for your benefit that as of the date of this Agreement (a) you have the lawful power and authority to enter into this Agreement, (b) the individuals signing this Agreement have been fully authorized to do so on your behalf, (c) by entering into this Agreement you will not violate any law or other Agreement to which you are a party, (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement, and (e) all financial information you have provided us is true and accurate and provides a good representation of your financial condition.

19. YOUR PROMISES. In addition to the other provisions of this Agreement you agree that during the Term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligations under this Agreement.

20. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT. You will not attach any of the Equipment to any real estate. We may, without notifying you, sell, assign or transfer this Agreement and our interests in the Equipment. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses or set-offs that you may have against us. However, any such assignment, sale or transfer of this Agreement of the Equipment will not relieve us of any obligations we may have to you under this Agreement. If you are given notice of a new owner of this Agreement, you agree to respond to any requests about this Agreement and to pay the new owner all Minimum Monthly Payments and Excess Per Copy Charges and other amounts due under the Agreement.

21. COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION. You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by this Agreement and our expenses will be in addition to the Minimum Monthly Payments and Excess Per Copy Charges which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or \$22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If you so request and we permit the early termination of this Agreement, you agree to pay a fee for such privilege.

22. MISCELLANEOUS. This Agreement contains our entire Agreement and supersedes any conflicting provision of any Equipment purchase order or any other Agreement. TIME IS OF THE ESSENCE IN THIS AGREEMENT. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us (or our agent) to (a) obtain credit reports; (b) make such other credit inquiries as we may deem necessary; and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of up to \$79.00 to cover our documentation and investigation costs.

23. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement or by facsimile transmission to our facsimile telephone number, with oral confirmation of receipt. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. If any time after this Agreement is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.

24. WAIVERS AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to your rights to: (a) cancel or repudiate this Agreement; (b) reject or revoke acceptance of the Equipment; (c) recover damages from us for any breach of warranty or for any other reason; and (d) grant a security interest in any Equipment in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which require us to sell or otherwise use any Equipment to reduce our damages which require us to provide you with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of our rights or remedies. ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT. We will not be liable for specific performance of this Agreement or for any losses, damages, delay or failure to deliver Equipment.

25. UCC FILINGS. You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument in order to show our interest in the Equipment.

26. UPGRADE OPTION. You may upgrade any item of Equipment provided (a) at least 30 days prior to such upgrade, you notify us in writing of your intention to upgrade the Equipment and the serial number of each item of Equipment to be upgraded; (b) we credit approve the new transaction; (c) we and you sign a new Program Agreement covering the new Equipment; (d) the new Equipment is acquired from Copiers Northwest, Inc. (e) you maintain the upgraded item(s) of Equipment to us in accordance with Section 17 of this Agreement; and (f) no default shall have occurred under this Agreement.

27. ENTIRE AGREEMENT. This Agreement, together with any attachments, amendments, and other documents referred to herein, constitute the entire agreement between you and us. It supersedes all other agreements, understandings, and negotiations, whether written or oral, between you and us, and all other agreements, understandings, and negotiations, whether written or oral, between you and us, and all other agreements, understandings, and negotiations, whether written or oral, between you and us, and all other agreements, understandings, and negotiations, whether written or oral, between you and us.

28. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT. You will not attach any of the Equipment to any real estate. We may, without notifying you, sell, assign or transfer this Agreement and our interests in the Equipment. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses or set-offs that you may have against us. However, any such assignment, sale or transfer of this Agreement of the Equipment will not relieve us of any obligations we may have to you under this Agreement. If you are given notice of a new owner of this Agreement, you agree to respond to any requests about this Agreement and to pay the new owner all Minimum Monthly Payments and Excess Per Copy Charges and other amounts due under the Agreement.

29. WAIVERS AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to your rights to: (a) cancel or repudiate this Agreement; (b) reject or revoke acceptance of the Equipment; (c) recover damages from us for any breach of warranty or for any other reason; and (d) grant a security interest in any Equipment in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which require us to sell or otherwise use any Equipment to reduce our damages which require us to provide you with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of our rights or remedies. ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT. We will not be liable for specific performance of this Agreement or for any losses, damages, delay or failure to deliver Equipment.

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31. UPGRADE OPTION. You may upgrade any item of Equipment provided (a) at least 30 days prior to such upgrade, you notify us in writing of your intention to upgrade the Equipment and the serial number of each item of Equipment to be upgraded; (b) we credit approve the new transaction; (c) we and you sign a new Program Agreement covering the new Equipment; (d) the new Equipment is acquired from Copiers Northwest, Inc. (e) you maintain the upgraded item(s) of Equipment to us in accordance with Section 17 of this Agreement; and (f) no default shall have occurred under this Agreement.

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36. UPGRADE OPTION. You may upgrade any item of Equipment provided (a) at least 30 days prior to such upgrade, you notify us in writing of your intention to upgrade the Equipment and the serial number of each item of Equipment to be upgraded; (b) we credit approve the new transaction; (c) we and you sign a new Program Agreement covering the new Equipment; (d) the new Equipment is acquired from Copiers Northwest, Inc. (e) you maintain the upgraded item(s) of Equipment to us in accordance with Section 17 of this Agreement; and (f) no default shall have occurred under this Agreement.

Handwritten initials "CJ" in a circle.

Handwritten note: "ADDITION TO MONTH"



Sales Order Addendum

601 Dexter Ave N Seattle, WA 98109
 P: (206) 282-1200 F: (206) 282-2010

Date: 9/23/2015
Account Manager: Christian Colasono

Bill To: City of Marysville
 1049 State Avenue
 Marysville, WA 98270
Phone: (360) 363-8000

Ship To: City of Marysville
 1049 State Avenue
 Marysville, WA 98270
Phone: (360) 363-8000

Qty	Item Number	Model	Description	Unit Price	Total Amount
1	3662B001AA	iRC5235A	Inner Finisher Additional Tray-A1 (option for Inner Finis		
1	3675B012AA	iRC5235A	Super G3 Fax Board AE2		
1	5589B001AA	iRC5235A	Inner Finisher-E1		
1	5592B005AA	iRC5235A	PCL Printer Kit-AR1		
1	5593B005AA	iRC5235A	PS Printer Kit-AR1		
1	5595B001AA	iRC5235A	Additional Memory Type D (512MB)		
2	5559B003AA	iRC5250	imageRUNNER Advance C5250 Base Model		
2	3654B007AA	iRC5250	Cassette Feeding Unit-AD2		
2	3660B006AA	iRC5250	External 2/3 Hole Puncher-B2<7>		
2	3675B012AA	iRC5250	Super G3 Fax Board AE2		
2	3723B002AA	iRC5250	Utility Tray-A2		
2	5587B002AA	iRC5250	Staple Finisher J1 (include Buffer Pass Unit G1)		
2	5592B005AA	iRC5250	PCL Printer Kit-AR1		
2	5593B005AA	iRC5250	PS Printer Kit-AR1		
2	5595B001AA	iRC5250	Additional Memory Type D (512MB)		

ACCEPTED BY COPIERS NORTHWEST

ACCEPTED BY CUSTOMER

 Copiers Northwest Officer Date

 Printed Name Title

Revision 1404a

✓ _____ X
 Authorized Signature Required Date

X _____ X
 Printed Name Title

City of Marysville: Schedule A		
Equipment	Department	Address
1.) Canon IR6275	City Hall Workroom	1049 State Ave. Marysville, WA. 98270
2.) Canon IRC5250	Executive Office	1049 State Ave. Marysville, WA. 98270
3.) Canon IRC5250	Police Custody	1635 Grove St. Marysville, WA 98270
4.) Canon IR4225	Court Probation	1015 State Avenue Marysville, WA 98270
5.) Canon IRC5235	Police Detectives	1635 Grove St. Marysville, WA 98270

Initials: ✕ _____

City of Marysville: Itemized		
Equipment	Department	Monthly Obligation
1.) Canon IR6275	City Hall Workroom	\$603.83
2.) Canon IRC5250	Executive Office	\$495.62
3.) Canon IRC5250	Police Custody	\$451.42
4.) Canon IR4225	Court Probation	\$125.00
5.) Canon IRC5235	Police Detectives	\$332.31
Total:		\$2,008.18

Initials: ✕ _____

AMENDMENT TO AGREEMENT

This amendment is dated and is entered into by and among Wells Fargo Financial Leasing, Inc. ("WFFL"), Copiers Northwest, Inc. ("Dealer") and CITY OF MARYSVILLE ("Customer," "You" or "Your").

RE: Program Agreement app # 898138 (the "Agreement")

Customer hereby acknowledges Dealer's assignment of the Agreement to WFFL. Customer has requested that Dealer invoice Customer for all amounts due under the Agreement. As an administrative convenience to you, WFFL hereby authorizes Dealer to invoice you and collect amounts due from You under the Agreement. You agree that the amounts due under the Agreement are and shall be unconditionally due and not subject to any holdback, defense or set-off for any reason. You may pay the amounts due under the Agreement directly to Dealer for Dealer's remittance back to WFFL. You further acknowledge that WFFL, may, at any time, in its sole discretion, bill you directly for the payments due pursuant to the Agreement. WFFL or its assigns may do this in the event Dealer no longer desires or is capable of transmitting payments to us or for any other reason in WFFL's or its assigns' sole discretion.

WFFL may assign its rights under the Agreement to a third party without notice to Customer and Customer agrees that it will pay any such assignee the payments due under the Agreement upon any demand therefore from the assignee. The Customer agrees that the rights of WFFL's assignee will not be subject to any claims, defenses or set-offs that the Customer may have against WFFL or Dealer.

AGREED AND ACKNOWLEDGED:

Wells Fargo Financial Leasing, Inc.

Copiers Northwest, Inc.

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Customer: CITY OF MARYSVILLE

X

Signature

X

Print Name

X

Title

X

Date**

NON-APPROPRIATION ADDENDUM TO LEASE NO. _____

BETWEEN
Wells Fargo Financial Leasing, Inc

AS "LESSOR"

AND

City of Marysville

AS "LESSEE"

DATE OF LEASE: _____

If Lessee requests from its legislative body of funding authority funds to be paid to Lessor under this Lease and,

1. Notwithstanding the making of such request in accordance with appropriate procedures, such legislative body or funding authority does not appropriate funds to be paid to Lessor in the next occurring renewal term; and
2. Such non-appropriation did not result from any act or failure to act of Lessee; and
3. Lessee has exhausted all funds legally available for obligations under the Lease; and
4. There is no other legal procedure by which payment can be made to Lessor; then

Lessee may, upon prior written notice to Lessor effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the equipment to Lessor at Lessee's expense and thereupon be released from its obligation to make any further rental payments to Lessor, provided:

- (a) Lessor has received a written opinion from Lessee's counsel verifying items 1 through 4 above; and
- (b) the equipment is returned to lessor in compliance with the terms of the Lease; and
- (c) the notice is accompanied by payment of all amounts then due to Lessor under this Lease; and
- (d) Lessee does not directly or indirectly purchase, lease or in any way acquire any services or equipment which in whole or part are essentially the same services or equipment supplied or provided hereunder, for the balance of the appropriation period following Lessee's exercise of its termination rights provided herein and also for the next following appropriation period.

Lessor's remedies following such termination shall be to retain all sums paid hereunder by Lessee including any advance rental payments and security deposit, take possession of the equipment, and/or sell, dispose of, hold, use or lease the equipment as Lessor in its sole discretion may desire, without any duty to account to Lessee.

Lessee agrees that the terms and conditions of this Lease and this Addendum conform with the terms and conditions of any purchase order, bid or other specifications issued regarding the equipment covered by the Lease or, if they do not conform, that the terms and conditions of this Lease and this Addendum shall prevail over any conflicting terms of a purchase order bid or other specifications. Lessee verifies that the Lease is a valid and binding obligation of the Lessee and that Lessee has consulted with its legal counsel and confirmed that the terms of the Lease are not violative of any applicable state or federal law.

This Addendum is hereby made a part of and incorporated into the Lease referred to above as of this _____ Day _____ of 20 15.

City of Marysville

(Lessee)

Wells Fargo Financial Leasing, Inc.

(Lessor)

By _____

By _____

Title _____

Title _____



601 Dexter Ave N Seattle, WA 98109
 P: (206) 282-1200 F: (206) 282-2010
 www.copiersnw.com

Equipment Removal Form

Customer: City of Marysville
Address: 1049 State Avenue
 Marysville, WA 98270
Phone: (360) 363-8000
Account Rep: Christian Colasono

This document must be completed prior to authorizing and scheduling any equipment pickups. Please list the equipment and complete the "Trade In Section" -OR- the "Lease Return Section". Additional equipment can be listed on page two of this form.

	Make	Model	Serial	Lease Return or Trade In
1		See Attached Removal Form		
2				

Trade In Section *DO NOT COMPLETE LEASE SECTION FOR TRADE IN EQUIPMENT*

Initials	By initialing the box to the left, I the undersigned agree that all equipment marked "Trade In" "TI" or "Customer Owned" is free and clear of any liens or encumbrances. The title and ownership of this equipment is transferred to Copiers NW, Inc. Copiers NW is under no circumstance responsible for any data, documents, images, or other information stored on or in the device, the device hard drive(s), or any memory module(s).
-----------------	--

****OR****

Lease Return Section *LEASES ONLY, DO NOT FILL OUT FOR TRADE INS*

Please fill out a separate copy of this form for each different lease. If you are trading in customer owned equipment, you do not need to complete this section. Additional equipment on the same lease can be listed on page two of this form.

Copiers NW Leased Equipment - Copiers Northwest will manage my equipment return as part of the lease upgrade and/or buyout as the originating dealer of the returned equipment.

Non-Copiers NW Leased Equipment - Customer must fill out the following sections as a requirement of CNW picking up the equipment and returning it to the leasing company.

- A Lease Copy** - Please submit a copy of the lease for the equipment listed above and/or on page two of this form. It contains important terms and conditions that may dictate ownership and return information.
- B Letter of Intent** - A letter of intent is usually sent 30 to 120 days prior to lease end, and **it is Customer's responsibility to notify Leasing Company of their intention to return the equipment.** It is important that you check the terms and conditions of your lease for specific requirements.

Customer Contact 1 Email:
 Customer Contact 2 Email:

- C Shipping Instructions** - Return shipping instructions must be forwarded immediately upon receipt to CNW via certified mail to the address above ATTN: LEASING or via email to equipmentreturns@copiersnw.com.

Expected Return Date:

- D Buyout Check** - The Buyout Check to you, Customer, is intended to offset the remaining stream of payments due under the existing lease contract. Customer is solely responsible for this lease contract(s) and Copiers Northwest accepts no responsibility for any additional charges unless specifically noted.

Maximum Buyout Amount: **No buyout check**
 Check Options: Buyout to be paid by Copiers Northwest to Customer who will pay Leasing Company.
 Buyout to be paid by Copiers Northwest to Leasing Company. A copy of the buyout invoice from the Leasing Co must be provided to CNW to select this option.

Notes: PU & store until Ricoh returns to leasing co. (Covered as part of St Contract)

Copiers NW agrees to remit any buyout check included in the new lease within 30 business days of the funding of the new lease unless Customer has failed to provide sufficient documentation including: lease copy, letter of intent, shipping instructions and/or signed lease buyout letter. Copiers NW agrees to store said equipment at Customer's request for a period not to exceed 90 days from removal from Customer's location. After 90 days, Copiers NW reserves the right to charge storage fees until the equipment is shipped back to Leasing Company. Copiers NW is not responsible for damaged or stolen equipment. Customer must maintain insurance coverage on equipment until said equipment is received by Leasing Company or Leasing Company's agent. Copiers NW is under no circumstance responsible for any data, documents, images, or any other information stored on or in the device, the device hard drive(s), or any memory module(s).

ACCEPTED BY COPIERS NORTHWEST

ACCEPTED BY CUSTOMER

 Authorized Signature Required / Date

 Authorized Signature Required / Date

 Printed Name / Title

Revision 1505a

 Printed Name / Title



601 Dexter Ave N Seattle, WA 98109
 P: (206) 282-1200 F: (206) 282-2010
 www.copiersnw.com

Equipment Removal Form

Page 2 for listing additional equipment

Customer: City of Marysville
Address: 1049 State Avenue
 Marysville, WA 98270
Phone: (360) 363-8000
Account Rep: Christian Colasono

	Make	Model	Serial	Lease Return or Trade In
3	Ricoh	907EX	V5010500176	Lease Return
4	Ricoh	C5501	V9615600335	Lease Return
5	Ricoh	C5501	V9605900394	Lease Return
6	Ricoh	2550	M6585901147	Lease Return
7	Ricoh	C3001	V9315701586	Lease Return
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Revision 1505a

Peace of Mind Guarantees

1. **Can't Go Wrong Guarantee**-If for any reason, you're not pleased with your new system during the first 12 months of your agreement, Copiers Northwest will give you 100% trade-in credit towards the acquisition of another system of similar value. You have the peace of mind of being able to not only change models, but change manufacturers. For example, if you selected a Canon system, you may change to a Sharp system.
2. **Never Down Guarantee**-In the event your equipment becomes non-operable and you have placed a service call, simply bring your job, paper and an operator to any Copiers Northwest location and we will help you get your job completed on time at your current price per page.
3. **Uptime Guarantee**-We guarantee your equipment will be operable for a minimum of 95% during normal business hours each year. Should we fail to maintain this performance standard, you will receive a 20% credit toward that machine's annual service and supply agreement, up to \$1,000.

"Fix It Right The First Time Incentive Program". Our service vehicles stock double the national average, so our technicians have the right parts on hand when they arrive to fix your system. Our technicians are compensated on copies between calls, not rewarded for low parts usage. This encourages them to fix your equipment right the first time.

4. **Lifetime Guarantee**-Your equipment will perform to manufacturer's specifications for as long as you own it. If we are unable to repair your equipment in your office, we will provide you a free temporary replacement until the repair has been completed. If we are unable to repair your equipment, we will replace it with a system of equal or greater capabilities at no additional charge.
5. **Rapid Response Guarantee**-We will respond to your network questions via our Help Desk with a 15 minute average response time. We offer a staffed Help Desk 8:00AM-5:00PM for free phone support for any connectivity question.
6. **Free Installation Guarantee**-Copiers Northwest customers receive free delivery, set-up, network connection and training on all Canon imageRUNNER, Sharp and other qualifying systems.
7. **Training Guarantee**-We guarantee free equipment training at the time of installation and when appropriate.
8. **Supplies Guarantee**-Our supplies meet all rigid manufacturer's specifications. We only use Original Equipment Manufacturer supplies for Canon and Sharp products and they are competitively priced and kept in our inventory for prompt shipment.

*Guarantees apply to new equipment continuously covered by our PrintSmart Print Management Agreement or FlexPlan Cost Per Copy acquisition programs provided your account is kept in good standing. Uptime Guarantee is calculated upon the anniversary date of equipment installation.

City of Marysville Company	X
Customer Acceptance	Date
X Copiers Northwest, Inc Acceptance	X Date

Index #20

**FOURTH AMENDMENT TO CHIEF ADMINISTRATIVE OFFICER
EMPLOYMENT CONTRACT**

The Chief Administrative Officer Employment Contract between the City of Marysville and Gloria Hirashima dated March 8, 2010 is hereby amended as follows:

1. Section 2 entitled "Compensation" is hereby amended to read as follows:

"Compensation. Commencing January 1, 2016, the salary of the CAO shall be increased by 4% (four percent) over the 2015 base salary. The CAO's salary shall maintain a minimum of 10% above the highest paid Department Director. Future salary adjustments shall be performance based and may be considered following the annual review referenced in paragraph 8 below."

2. This Fourth Amendment to Chief Administrative Officer Employment Contract shall become effective January 1, 2016.

3. Except as provided herein, all other provisions of the agreement between the parties dated March 8, 2010 shall remain in full force and effect, unchanged.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment this ____ day of _____, 2015.

CITY OF MARYSVILLE

GLORIA HIRASHIMA, CAO

By _____
JON NEHRING, Mayor

ATTEST:

By _____
April O'Brien, Deputy City Clerk

APPROVED AS TO FORM:

By _____
Jon Walker, City Attorney

Update
Index #21

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 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 December 5, 2015 payroll in the amount \$1,676,945.47 Check No.'s 29548 through 29580.

COUNCIL ACTION:

Update
Index #22

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 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 **December 9, 2015** claims in the amount of **\$1,373,308.56** paid by **Check No. 104498 through 104639 with Check No. 104019** voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
 FOR
PERIOD-12

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 **\$1,373,308.56 PAID BY CHECK NO.'S 104498 THROUGH 104639 WITH CHECK NO.104019 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

 AUDITING OFFICER

 DATE

 MAYOR

 DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14th DAY OF DECEMBER 2015.**

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

 COUNCIL MEMBER

DATE: 12/9/2015
TIME: 8:51:40AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 1

FOR INVOICES FROM 12/3/2015 TO 12/9/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104498	ACLARA TECHNOLOGIES	MTV SINGLE PORT (500)	WATER/SEWER OPERATION	-135.52
	ACLARA TECHNOLOGIES		WATER SERVICES	49,547.52
104499	ADAMS, JARET	UB 836100550000 6100 55TH AVE	WATER/SEWER OPERATION	328.90
104500	ALLWEST UNDERGROUND	INVOICE TO CORRECT SALES TAX T	WATER DIST MAINS	0.93
	ALLWEST UNDERGROUND	PUMPS	WATER DIST MAINS	506.08
104501	APS, INC.	POSTAGE LABELS	CITY CLERK	25.38
	APS, INC.		EXECUTIVE ADMIN	25.38
	APS, INC.		FINANCE-GENL	25.39
	APS, INC.		PERSONNEL ADMINISTRATIO	25.39
	APS, INC.		UTILITY BILLING	25.39
	APS, INC.		LEGAL - PROSECUTION	25.39
104502	ASSOC OF SHERIFFS	WASPC REGISTRATION-SMITH	POLICE TRAINING-FIREARMS	300.00
104503	AYERS, STACEY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104504	BACKYARD BEADS	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
104505	BAKER, MATTHEW & SAR	UB 987219390000 7219 39TH PL N	WATER/SEWER OPERATION	20.36
104506	BICKFORD FORD	CABLE	EQUIPMENT RENTAL	21.61
	BICKFORD FORD	BEARING AND SEAL	EQUIPMENT RENTAL	35.03
	BICKFORD FORD	SENSOR ASSEMBLY	EQUIPMENT RENTAL	57.95
	BICKFORD FORD	HEATER FAN BLOWER MOTOR	EQUIPMENT RENTAL	91.85
	BICKFORD FORD	BEARING AND SPACER	EQUIPMENT RENTAL	138.00
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	160.39
104507	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,744.73
104508	BLUE WATER TECH	AIRLIFT PUMPS	WATER/SEWER OPERATION	-18.31
	BLUE WATER TECH		WASTE WATER TREATMENT F	1,640.81
104509	BNSF RAILWAY COMPANY	WORK PERFORMED	GMA - STREET	178,029.09
104510	BRESSLER, JUDITH S	UB 040800000000 9109 60TH DR N	WATER/SEWER OPERATION	159.37
104511	BRINKS INC	ARMORED TRUCK SERVICE-11/1-11/	COMMUNITY DEVELOPMENT-	49.84
	BRINKS INC		UTIL ADMIN	49.84
	BRINKS INC		GOLF ADMINISTRATION	91.30
	BRINKS INC		UTILITY BILLING	93.12
	BRINKS INC		POLICE ADMINISTRATION	179.72
	BRINKS INC		MUNICIPAL COURTS	179.72
104512	BURGESS/KAPUA	UB 910650000000 1706 3RD ST A	WATER/SEWER OPERATION	21.94
104513	CAMPBELL, TAYLOR	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104514	CAPITAL ONE COMMERC	SUPPLY/MEAL REIMBURSEMENT	UTIL ADMIN	13.56
	CAPITAL ONE COMMERC		PARK & RECREATION FAC	21.75
	CAPITAL ONE COMMERC		EXECUTIVE ADMIN	128.33
	CAPITAL ONE COMMERC		BAXTER CENTER APPRE	169.65
	CAPITAL ONE COMMERC		ENGR-GENL	218.94
	CAPITAL ONE COMMERC		WASTE WATER TREATMENT F	647.02
104515	CARRS ACE	ROPE AND TAPE	COMMUNITY CENTER	35.85
	CARRS ACE	PROPANE CYLINDER AND IGNITOR	WATER QUAL TREATMENT	47.30
104516	CASCADE COLUMBIA	CITRIC ACID	WASTE WATER TREATMENT F	1,430.72
104517	CASCADE RECREATION	SAFETY RAIL	PARK & RECREATION FAC	445.00
	CASCADE RECREATION	SQUARE DECK	PARK & RECREATION FAC	1,090.18
104518	CECIL, PAUL	UB 980491300001 4913 63RD AVE	WATER/SEWER OPERATION	164.31
104519	CODE PUBLISHING	ELEC UPDATES	CITY CLERK	242.76
104520	COOP SUPPLY	BAGS	ANIMAL CONTROL	10.33
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	59.83
104521	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	4,741.68
104522	CRAIN, JASON	REIMBURSE CDL PHYSICAL FEES	UTIL ADMIN	140.00
104523	CRYSTAL SPRINGS	WATER COOLER RENTAL AND BOTTLE	SOLID WASTE OPERATIONS	16.72

DATE: 12/9/2015
TIME: 8:51:40AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 3

FOR INVOICES FROM 12/3/2015 TO 12/9/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104541	FIRESTONE	CREDIT MEMO	EQUIPMENT RENTAL	-5.74
	FIRESTONE	TIRES	EQUIPMENT RENTAL	429.63
	FIRESTONE		EQUIPMENT RENTAL	664.02
104542	FLITZ, PATRICIA	REFUND CLASS FEES	PARKS-RECREATION	70.00
104543	FREEMAN, GEORGE	RETURN OF SEIZED PROPERTY	DRUG SEIZURE	2,000.00
104544	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	50.62
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	50.62
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	51.86
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	51.86
	FRONTIER COMMUNICATI	ACCT# 36065770750721145	POLICE PATROL	52.03
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG.	94.47
	FRONTIER COMMUNICATI	ACCT #36065340280125085	ADMIN FACILITIES	99.80
104545	GALLS, LLC	UNIFORM-ORSBORN	OFFICE OPERATIONS	81.06
	GALLS, LLC	UNIFORM-PIFFATH	DETENTION & CORRECTION	92.45
104546	GARDA CL NORTHWEST	ARMORED TRUCK SERVICE-11/16-11	GOLF ADMINISTRATION	50.93
	GARDA CL NORTHWEST		COMMUNITY DEVELOPMENT-	59.85
	GARDA CL NORTHWEST		UTIL ADMIN	59.85
	GARDA CL NORTHWEST		COMMUNITY DEVELOPMENT-	109.73
	GARDA CL NORTHWEST		UTIL ADMIN	109.73
	GARDA CL NORTHWEST		GOLF ADMINISTRATION	110.25
	GARDA CL NORTHWEST		UTILITY BILLING	119.68
	GARDA CL NORTHWEST		UTILITY BILLING	219.45
	GARDA CL NORTHWEST		POLICE ADMINISTRATION	239.40
	GARDA CL NORTHWEST		MUNICIPAL COURTS	239.40
	GARDA CL NORTHWEST		POLICE ADMINISTRATION	438.90
	GARDA CL NORTHWEST		MUNICIPAL COURTS	438.90
104547	GENERAL STOREFRONTS	INSTALL NEW MAIN DOOR ENTRY-PS	PUBLIC SAFETY BLDG.	6,039.49
104548	GLOBALSTAR INC.	PHONE CHARGES	OFFICE OPERATIONS	62.41
104549	GRAINGER	BEAKERS	WASTE WATER TREATMENT F	77.47
	GRAINGER	GEARBELT	ER&R	102.32
104550	GRAY AND OSBORNE	PROFESSIONAL SERVICES	STORM DRAINAGE	396.88
	GRAY AND OSBORNE		WATER RESERVOIRS	594.09
104551	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	CITY CLERK	34.55
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	34.55
	GREATAMERICA FINANCI		FINANCE-GENL	34.55
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIOI	34.55
	GREATAMERICA FINANCI		UTILITY BILLING	34.55
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	34.55
	GREATAMERICA FINANCI		POLICE PATROL	40.47
	GREATAMERICA FINANCI		OFFICE OPERATIONS	40.47
	GREATAMERICA FINANCI		DETENTION & CORRECTION	40.47
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	40.47
	GREATAMERICA FINANCI		POLICE INVESTIGATION	40.48
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	42.90
	GREATAMERICA FINANCI		ENGR-GENL	42.90
	GREATAMERICA FINANCI		UTIL ADMIN	42.90
104552	GREEN RIVER CC	BAT RENEWAL CERT-DAVIS	UTIL ADMIN	42.00
	GREEN RIVER CC	BAT RENEWAL CERT-GESSNER, KR	UTIL ADMIN	42.00
	GREEN RIVER CC	BAT RENEWAL CERT-GILBERT	UTIL ADMIN	42.00
	GREEN RIVER CC	BAT RENEWAL CERT-ZAHNOW	UTIL ADMIN	42.00
104553	GRITTON, DENISE	REFUND CLASS FEES	PARKS-RECREATION	30.00
104554	HARVEY, SHON & JENNI	UB 14024000000 11620 46TH AVE	WATER/SEWER OPERATION	1,343.07

DATE: 12/9/2015
TIME: 8:51:40AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 12/3/2015 TO 12/9/2015

PAGE: 4

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104555	HD FOWLER COMPANY	HARDWARE	WATER/SEWER OPERATION	480.44
	HD FOWLER COMPANY	CLAMP	WATER/SEWER OPERATION	538.57
	HD FOWLER COMPANY	METER WRENCHES AND HOOKS	ER&R	541.50
104556	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	3,172.04
104557	HEALTH, DEPT OF	WW OPERATOR CERT-DAVIS	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT-GESSNER, KR	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT-GILBERT	UTIL ADMIN	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT-NEWMAN	TRAINING	42.00
	HEALTH, DEPT OF	WW OPERATOR CERT-ZAHNOW	UTIL ADMIN	42.00
104558	HERTZ EQUIPMENT RENT	EXCAVATOR RENTAL	SOURCE OF SUPPLY	162.75
104559	HINT PERIPHERALS	PATROL CAR OUTFITTING EQUIPMEN	ER&R	-246.84
	HINT PERIPHERALS		ER&R	-185.17
	HINT PERIPHERALS		EQUIPMENT RENTAL	327.06
	HINT PERIPHERALS		EQUIPMENT RENTAL	327.06
	HINT PERIPHERALS		EQUIPMENT RENTAL	327.06
	HINT PERIPHERALS		EQUIPMENT RENTAL	327.06
	HINT PERIPHERALS		EQUIPMENT RENTAL	327.06
	HINT PERIPHERALS		EQUIPMENT RENTAL	327.06
	HINT PERIPHERALS		EQUIPMENT RENTAL	327.06
	HINT PERIPHERALS		EQUIPMENT RENTAL	435.97
	HINT PERIPHERALS		EQUIPMENT RENTAL	435.97
	HINT PERIPHERALS		EQUIPMENT RENTAL	435.98
	HINT PERIPHERALS		EQUIPMENT RENTAL	435.98
	HINT PERIPHERALS		EQUIPMENT RENTAL	435.98
	HINT PERIPHERALS		EQUIPMENT RENTAL	435.98
104560	HOGAN, DANIEL	UB 16422000000 4311 130TH PL	WATER/SEWER OPERATION	169.53
104561	HOSPODAR, DONNA	REFUND CLASS FEES	PARKS-RECREATION	30.00
104562	IMSA	IMSA MEMBERSHIP RENEWAL-BRISCO	TRANSPORTATION MANAGEN	75.00
	IMSA	IMSA MEMBERSHIP RENEWAL-HANNAH	TRANSPORTATION MANAGEN	75.00
	IMSA	IMSA MEMBERSHIP RENEWAL-KINNEY	TRANSPORTATION MANAGEN	75.00
	IMSA	IMSA MEMBERSHIP RENEWAL-MATTHE	TRANSPORTATION MANAGEN	75.00
104563	INTERSTATE BATTERY	BATTERIES	EQUIPMENT RENTAL	206.70
	INTERSTATE BATTERY		EQUIPMENT RENTAL	206.70
	INTERSTATE BATTERY		ER&R	212.44
104564	J. THAYER COMPANY	OFFICE SUPPLIES	WATER DIST MAINS	185.23
104565	JOHN, NORA	REFUND CLASS FEES	PARKS-RECREATION	7.00
104566	KAM, WALLACE C	UB 05019000000 9514 59TH DR N	WATER/SEWER OPERATION	151.25
104567	KEL-TECH PLASTICS	CAMERA	DRUG ENFORCEMENT	5,739.21
104568	KING, TIM	REIMBURSE MEAL-TRAINING	UTIL ADMIN	12.01
104569	KJR ROOFING LLC	STORM REPAIR	FACILITY REPLACEMENT	3,590.40
104570	KPG, INC PS	PROFESSIONAL SERVICES	GMA - STREET	194.24
104571	LASON, SHAYNA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104572	LEAF, STACIE	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
104573	LEGENDS ROOFING	REFUND PERMIT FEES	NON-BUS LICENSES AND PEF	150.00
104574	LES SCHWAB TIRE CTR	SERVICE CALL TO REPLACE TIRE	EQUIPMENT RENTAL	742.20
104575	LICENSING, DEPT OF	ANDERSON, N (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BENNETT, J (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BLAKE, A (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BUMGARNER, M (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CLARK, T (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	COMPTON, R (RENEWAL)	GENERAL FUND	18.00

DATE: 12/9/2015
TIME: 8:51:40AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 6

FOR INVOICES FROM 12/3/2015 TO 12/9/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104590	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	25.22
	OFFICE DEPOT		ENGR-GENL	25.41
	OFFICE DEPOT		UTIL ADMIN	31.54
	OFFICE DEPOT		UTILITY BILLING	44.13
	OFFICE DEPOT		TRANSPORTATION MANAGEM	58.73
	OFFICE DEPOT	DESK SYSTEM	ENGR-GENL	89.97
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	132.50
	OFFICE DEPOT		POLICE PATROL	148.08
	OFFICE DEPOT		POLICE PATROL	159.80
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	160.19
	OFFICE DEPOT		FACILITY MAINTENANCE	166.45
104591	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	37.80
	OLASON, MONICA		RECREATION SERVICES	108.00
	OLASON, MONICA		RECREATION SERVICES	126.00
	OLASON, MONICA		RECREATION SERVICES	151.20
	OLASON, MONICA		RECREATION SERVICES	192.00
104592	ON SITE ELECTRIC LLC	REPAIR JAIL CELL	PUBLIC SAFETY BLDG.	1,958.40
104593	OZONIA NORTH AMERICA	UV LAMPS WITH PIGTAILS	WASTE WATER TREATMENT F	1,492.67
104594	PAC RIM CODE SERVICE	PLAN REVIEW	COMMUNITY DEVELOPMENT-	750.00
104595	PARTS STORE, THE	RADIATOR CAP	EQUIPMENT RENTAL	5.59
	PARTS STORE, THE	AIR FRESHNERS	SOLID WASTE OPERATIONS	29.28
	PARTS STORE, THE	TAIL LIGHT ASSEMBLY	EQUIPMENT RENTAL	36.14
	PARTS STORE, THE	SPARK PLUGS, CAP, ROTOR, WIRE	EQUIPMENT RENTAL	146.38
	PARTS STORE, THE	WW FLUID, CAR WASH, CABLE TIES	ER&R	153.39
	PARTS STORE, THE	FILTERS, ADDITIVE, WIPER BLADE	ER&R	628.67
	PARTS STORE, THE	PROPANE TANK	EQUIPMENT RENTAL	878.63
104596	PARTSMASTER	IMPACT GUN AND SOCKET SET	EQUIPMENT RENTAL	474.16
	PARTSMASTER	SLIDE RACK AND SHOP SUPPLIES	EQUIPMENT RENTAL	623.33
104597	PB LOADER CORP	BURNER THERMOSTAT ASSEMBLIES	ER&R	-234.69
	PB LOADER CORP		ER&R	2,901.62
104598	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	195.30
104599	PERKL, MICHELLE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104600	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	21.98
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	54.66
	PETROCARD SYSTEMS		STORM DRAINAGE	107.92
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	223.00
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	240.25
	PETROCARD SYSTEMS		PARK & RECREATION FAC	364.37
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	1,478.23
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	2,643.04
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	2,770.43
	PETROCARD SYSTEMS		POLICE PATROL	5,410.56
104601	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF ADMINISTRATION	29.55
	PGC INTERBAY LLC		GOLF ADMINISTRATION	31.09
	PGC INTERBAY LLC		GOLF ADMINISTRATION	83.33
	PGC INTERBAY LLC		GOLF COURSE	194.99
	PGC INTERBAY LLC		GOLF ADMINISTRATION	200.00
	PGC INTERBAY LLC		MAINTENANCE	213.00
	PGC INTERBAY LLC		MAINTENANCE	319.72
	PGC INTERBAY LLC		MAINTENANCE	581.16
	PGC INTERBAY LLC		MAINTENANCE	623.77
	PGC INTERBAY LLC		GOLF ADMINISTRATION	745.85

DATE: 12/9/2015
TIME: 8:51:40AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 7

FOR INVOICES FROM 12/3/2015 TO 12/9/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104601	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	760.33
	PGC INTERBAY LLC		MAINTENANCE	945.00
	PGC INTERBAY LLC		MAINTENANCE	1,483.96
104602	PICK OF THE LITTER	GRAPHIC DESIGN	RECREATION SERVICES	1,271.00
104603	PIERCE, AMBER	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
104604	PILCHUCK RENTALS	2 CYCLE OIL	PARK & RECREATION FAC	52.09
	PILCHUCK RENTALS	CHAINSAW SUPPLIES	STORM DRAINAGE	76.05
	PILCHUCK RENTALS	OIL AND SAW	PARK & RECREATION FAC	92.30
	PILCHUCK RENTALS	BAR OIL	ER&R	97.85
104605	PIZZA HUT	BASKETBALL DRAFT EXPENSE	RECREATION SERVICES	55.22
104606	PRANEE MAAG DESIGNS	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
104607	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURS	PRO-SHOP	8,000.00
104608	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	644.52
104609	PUD	ACCT #2054-2741-2	PARK & RECREATION FAC	7.16
	PUD	ACCT #2052-8364-1	STREET LIGHTING	8.56
	PUD	ACCT #2050-2647-6	STREET LIGHTING	10.42
	PUD	ACCT #2045-8436-1	STREET LIGHTING	16.25
	PUD	ACCT #2050-2647-6	STREET LIGHTING	16.29
	PUD	ACCT #2013-8099-5	PUMPING PLANT	17.49
	PUD	ACCT #2021-7786-1	PUMPING PLANT	18.55
	PUD	ACCT #2045-8436-1	STREET LIGHTING	21.55
	PUD	ACCT #2026-7070-9	STREET LIGHTING	24.54
	PUD	ACCT #2008-0070-4	STREET LIGHTING	52.26
	PUD	ACCT #2030-6201-3	STREET LIGHTING	53.93
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	76.26
	PUD	2202-9862-4	STREET LIGHTING	79.87
	PUD	ACCT #2025-7611-2	STREET LIGHTING	103.48
	PUD	ACCT #2023-6819-7	PUMPING PLANT	132.01
	PUD	ACCT #2033-4458-5	STREET LIGHTING	193.83
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,449.60
	PUD	ACCT #2025-7611-2	STREET LIGHTING	1,966.20
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,174.41
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,843.48
	PUD		STREET LIGHTING	13,832.11
104610	PUGET SOUND SECURITY	KEYS MADE	ROADWAY MAINTENANCE	7.29
104611	RENNERT, MARYLOU	REFUND CLASS FEES	PARKS-RECREATION	30.00
104612	ROY ROBINSON	BRAKE ROTORS	ER&R	254.16
	ROY ROBINSON	BRAKE ROTORS AND BRAKE PADS	ER&R	508.31
104613	SCOTTCO ELECTRIC	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	925.00
104614	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	SHRED-IT US		FINANCE-GENL	7.46
	SHRED-IT US		UTILITY BILLING	7.47
	SHRED-IT US		ENGR-GENL	19.52
	SHRED-IT US		UTIL ADMIN	39.04
104615	SIEMENS INDUSTRY, IN	LEVEL SENSOR W/DISPLAY	SEWER LIFT STATION	1,204.88
104616	SNO CO FINANCE	COMPLETE VEHICLE BUILD UP	EQUIPMENT RENTAL	1,126.38
	SNO CO FINANCE		EQUIPMENT RENTAL	1,171.17
	SNO CO FINANCE		EQUIPMENT RENTAL	1,171.17
104617	SNO CO TREASURER	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	34.25
104618	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	78,009.35
104619	SORIANO, SUSAN	REFUND CLASS FEES	PARKS-RECREATION	70.00
104620	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	77.40

DATE: 12/9/2015
TIME: 8:51:40AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 12/3/2015 TO 12/9/2015

PAGE: 8

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
104621	SOUND SAFETY	GLOVES	ER&R	159.78
	SOUND SAFETY	JEANS AND BOOTS-BLACKWELL	COMMUNITY DEVELOPMENT-	202.40
	SOUND SAFETY	RAINGEAR AND OVERALLS	ER&R	355.62
	SOUND SAFETY	GLOVES, RAINGEAR AND EARMUFFS	ER&R	387.76
104622	SOUND TRACTOR	MUFFLER AND GASKET	EQUIPMENT RENTAL	440.24
104623	STAPLES	OFFICE SUPPLIES	EQUIPMENT RENTAL	10.59
	STAPLES		UTIL ADMIN	15.13
	STAPLES		ENGR-GENL	18.78
104624	STAPLES		PERSONNEL ADMINISTRATIOI	77.00
104625	SUNGARD PUBLIC SECTO	TRAKIT SYSTEM ADMIN TRAINING	COMMUNITY DEVELOPMENT-	1,000.00
	SUNGARD PUBLIC SECTO	TRACKIT REPORT WRITING TRAININ	COMMUNITY DEVELOPMENT-	1,500.00
104626	SUPPLYWORKS	DEGREASER	ER&R	480.13
104627	SURPLUS AMMO & ARMS	RIFLES	DRUG ENFORCEMENT	4,533.23
104628	SWICK-LAFAVE, JULIE	REIMBURSE INMATE SUPPLIES	DETENTION & CORRECTION	88.35
104629	SYKES, CASSANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	174.16
	SYKES, CASSANDRA		COMMUNITY CENTER	266.15
104630	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	1,233.41
104631	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	40.43
104632	VANDENAKKERS LNDSCP	HYDROSEED	WASTE WATER TREATMENT F	4,455.36
104633	WASTE MANAGEMENT	YARDWASTE/RECYCLE SERVICE	RECYCLING OPERATION	110,199.25
104634	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	179.54
104635	WEDEL, CHANNAH & JOE	UB 460840000001 14428 54TH DR	WATER/SEWER OPERATION	68.84
104636	WESTERN GRAPHICS	EXTERIOR GRAPHICS	EQUIPMENT RENTAL	719.22
	WESTERN GRAPHICS		EQUIPMENT RENTAL	719.22
	WESTERN GRAPHICS		EQUIPMENT RENTAL	719.22
	WESTERN GRAPHICS		EQUIPMENT RENTAL	719.22
	WESTERN GRAPHICS		EQUIPMENT RENTAL	719.22
	WESTERN GRAPHICS		EQUIPMENT RENTAL	719.22
104637	WESTERN PETERBILT	REPAIR 2011 PETERBILT	EQUIPMENT RENTAL	445.64
104638	WILSON, LORI	REFUND CLASS FEES	PARKS-RECREATION	43.00
104639	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	ENGR-GENL	46.49
	ZEE MEDICAL SERVICE		UTIL ADMIN	46.49
	ZEE MEDICAL SERVICE		COMMUNITY DEVELOPMENT-	101.32
	ZEE MEDICAL SERVICE		ADMIN FACILITIES	160.90
	ZEE MEDICAL SERVICE		WASTE WATER TREATMENT F	179.96

WARRANT TOTAL: **1,373,323.28**

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1,373,308.56

Update
Index #14

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

CITY COUNCIL MEETING DATE: 12/14/15

AGENDA ITEM: A Resolution of the City of Marysville Adopting a Policy for the Investment of City Funds	
PREPARED BY: Sandy Langdon, Finance Director	DIRECTOR APPROVAL:
DEPARTMENT: Finance	
ATTACHMENTS: Resolution Investment Policy	
BUDGET CODE:	AMOUNT:
SUMMARY:	

We recently contracted with Government Portfolio Advisors (GPA) for investment advisory services. With GPA's assistance the city's investment policy was reviewed and as a result it was decided to re-write the investment policy using Governmental Finance Officers Association Best Practices for investing, which is reflected in the attached policy.

The underlying purpose of the investment policy is to provide constraints within the investment program to meet the objectives of safety, liquidity and return – in that order. The City operates under RCW 35A.40.050 – Fiscal-Investment of Funds and RCW 39.59 – Public Funds-Authorized Investments for the investment of funds.

The proposed policy also identifies at a minimum, monthly investment reporting to the Finance Committee and review of the policy every three years.

RECOMMENDED ACTION:

Staff recommends City council adopt the Resolution of the City of Marysville Adopting a Policy for the Investment of City Funds.

[DRAFT] CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING A POLICY FOR
THE INVESTMENT OF CITY FUNDS

WHEREAS, the City Council of the City of Marysville deems to ensure that all funds are invested in a manner which will provide the maximum security of the principle while meeting the daily cash flow demands of the city and the highest investment return, in conformance with federal, state, and other legal requirements, and

WHEREAS, the City Council of the City of Marysville desires to set forth guidelines for the investment of all funds of the City, and

WHEREAS, the Marysville City Treasurer (Director of Finance) has recommended the investment policy, and

WHEREAS, the City of Marysville’s investment policy has been written in accordance with the Government Finance Officers Association (GFOA) Best practices.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

Section 1. The policy for the investment of City funds set forth in the document entitled “City of Marysville Investment Policy”, which is attached hereto and incorporated herein by this reference as if set forth in full is hereby adopted as official policy for the investment of the City funds.

Section 2. That the adoption of the document entitled City of Marysville Investment Policy, replaces all previous City of Marysville Investment Policies.

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

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF MARYSVILLE INVESTMENT POLICY
(ADOPTED XXX,XX, 2015)

Policy Statement

This policy establishes standards and guidelines for the direction, management and oversight for all of the City of Marysville's investable cash and funds. Funds must be invested prudently to assure preservation of principal, provide needed liquidity for daily cash requirements, and provide a market rate of return. All investments must conform to federal, state, and local statutes governing the investment of public funds.

TABLE OF CONTENTS

1.0	INTRODUCTION.....	3
2.0	GOVERNING AUTHORITY.....	3
3.0	SCOPE.....	3
4.0	OBJECTIVES	3
	4.1 Safety	
	4.2 Liquidity	
	4.3 Return	
5.0	STANDARDS OF CARE	4
	5.1 Delegation of Authority	
	5.2 Prudence	
	5.3 Ethics	
6.0	SAFEKEEPING, CUSTODY AND CONTROLS.....	4
	6.1 Delivery vs. Payment	
	6.2 Third Party Safekeeping	
	6.3 Internal Controls	
7.0	AUTHORIZED FINANCIAL DEALERS.....	5
	7.1 Broker/Dealers	
	7.2 Investment Advisors	
	7.3 Bank Institutions	
	7.4 Competitive Transactions	
8.0	AUTHORIZED AND SUITABLE INVESTMENTS	6
	8.1 Authorized Investments	
	8.2 Suitable Investments	
	8.3 Bank Collateralization	
	8.4 Repurchase Agreement Collateralization	
9.0	INVESTMENT PARAMETERS	8
	9.1 Diversification Constraints	
	9.2 Investment Maturity	
	9.3 Investment Strategy	
	9.4 Prohibited Investments	
10.0	REPORTING REQUIREMENTS	10
	10.1 Reporting	
	10.2 Performance Standards	
	10.3 Compliance Report	
11.0	INVESTMENT POLICY ADOPTION.....	10
12.0	GLOSSARY OF TERMS.....	11

1.0 INTRODUCTION

This Investment Policy defines the parameters within which funds are to be invested by the City of Marysville ("City"). This policy also formalizes the framework, of the City's Policy and Procedures to provide the authority and constraints for the City to maintain an effective and judicious management of funds within the scope of this policy.

These policies are intended to be broad enough to allow the Finance Director or authorized designee to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

2.0 GOVERNING AUTHORITY

The City of Marysville's investment authority is derived from Chapter 35A.40.050 RCW. The investment program shall be operated in conformance with Washington Revised Statutes and applicable Federal Law. All funds within the scope of this policy are subject to regulations established by the State of Washington.

3.0 SCOPE

This policy applies to activities of the City of Marysville with regard to investing the financial assets of the City. The amount of funds expected to fall within the scope of this policy is \$35MM to \$60MM, including all funds under the control and management of the City of Marysville.

1. General Funds
2. Special Revenue Funds
3. Debt Service Funds
4. Capital Projects Funds
5. Special Assessment Funds
6. Enterprise Funds
7. Internal Service Funds
8. Trust and Agency Funds

This investment policy applies to all investment transactions involving the financial assets and related activity of all the foregoing funds.

4.0 OBJECTIVES

All funds will be invested in a manner that is in conformance with federal, state and other legal requirements. In addition, the objectives, in order of priority, of the investment activities will be as follows:

4.1 Safety: Safety of principal is the primary objective of the City. Investments shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To obtain this objective, funds will be diversified, utilizing highly rated securities, by investing among a variety of securities and financial institutions. The investment portfolio will be invested in a manner that meets RCW statutes and all legal requirements of the City.

4.2 Liquidity: The investment portfolio will provide liquidity sufficient to enable the City to meet all cash requirements that might reasonably be anticipated. Therefore, the investments shall be managed to maintain a balance to meet daily obligations.

4.3 Return on Investment: The investment portfolio will be structured with the objective of attaining a market rate of return throughout economic cycles, commensurate with the investment risk parameters and the cash flow characteristics of the portfolio.

5.0 STANDARDS OF CARE

5.1 Delegation of Authority:

Governing Body: The ultimate responsibility and authority for the investment of City funds resides with the City Council who have the authority to direct the management of the City investment program.

Authority: The overall management responsibility for the investment program is hereby delegated to the Finance Director, or designee, who shall establish written procedures for the operation of the investment program, consistent with this investment policy. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Investment Advisor: The City may engage the services of an external investment advisor to assist with the management of the City's investment portfolio in a manner that is consistent with the City's objectives and this policy. Such advisors shall provide recommendation and advice regarding the City investment program including but not limited to advice related to the purchase and sale of investments in accordance with this Investment Policy.

5.2 Prudence:

The standard of prudence to be used by the Finance Director or any designees in the context of managing the overall portfolio is the prudent person rule which states: *Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs* not in regard to speculation but in regard to the permanent disposition of the funds considering the probable income as well as the probable safety of the capital.

5.3 Ethics:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Finance Director in writing any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City of Marysville, particularly with regard to the time of purchases and sales.

6.0 SAFEKEEPING, CUSTODY AND CONTROLS

6.1 Delivery vs. Payment:

All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the City's safekeeping institution prior to the release of funds.

6.2 Third Party Safekeeping:

Prudent treasury management requires that all purchased securities be bought on a delivery versus payment (DVP) basis and be held in safekeeping by the City, an independent third-party financial institution, or the City's designated depository.

The City's Finance Director shall designate all safekeeping arrangements and an agreement of the terms executed in writing. The third-party custodian shall be required to provide a statement to the City listing at a minimum each specific security, book yield, description, maturity date, market value, par value, purchase date, and CUSIP number.

All collateral securities pledged to the City for certificates of deposit or demand shall be held in a segregated account at the issuing financial institution that is reporting to the State's Public Deposit Protection Commission (PDPC).

6.3 Internal Controls:

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. Specifics for the internal controls shall be documented in an investment procedures manual.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery securities of marketable securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Dual authorizations of wire transfers
- Staff training and
- Review, maintenance and monitoring of security procedures both manual and automated.

7.0 AUTHORIZED FINANCIAL DEALERS

7.1 Broker/Dealers:

The Finance Director shall maintain and review annually a list of all authorized financial institutions and broker/dealers that are approved to transact with the City for investment purposes.

The Finance Director or designee may utilize the investment advisor's approved broker/dealer list in lieu of the City's own approved list. The advisor must submit the approved list to the City annually and provide updates throughout the year as they occur. The advisor must maintain documentation of appropriate license and professional credentials of broker/dealers on the list. The annual investment advisor broker/dealer review procedures include:

- a. FINRA Certification check:
 - i. Firm Profile
 - ii. Firm History
 - iii. Firm Operations
 - iv. Disclosures of arbitration awards, disciplinary and regulatory events
 - v. State Registration Verification
- b. Financial review of acceptable FINRA capital or letter of credit for clearing settlements.

The advisor may be authorized through the contracted agreement to open accounts on behalf of the City with the broker/dealers on the approved broker dealer list. The City will receive documentation directly from the brokers for account verification and regulatory requirements.

7.2 Investment Advisors:

Advisors must be registered under the Investment Advisors Act of 1940 and must act in a non-discretionary capacity, requiring approval from the City prior to all transactions.

7.3 Bank Institutions:

The City will only place funds, exceeding the current FDIC insurance limits, with banks who are currently participating in the Washington State PDPC program. Compliance/listing with the PDPC will be verified by the Advisor or designated investment officer utilizing the Washington State Treasurer's website (<http://www.tre.wa.gov/government/pdpc.shtml>).

7.4 Competitive Transactions:

Transactions must be executed on a competitive basis and documented, excluding securities and interfund loans issued by the City of Marysville. Competitive prices should be provided from at least three separate brokers, financial institutions or through a nationally electronic trading platform. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price. If an Advisor handles trade executions then they must provide the competitive documentation as requested.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

8.1 Authorized Investments:

All investments of the City are limited by RCW, principally RCW 35A.40.050 and 39.59.020.

Among the authorized investments are U.S. Treasury and agency securities (i.e., obligations of any government sponsored enterprise eligible for collateral purposes at the Federal Reserve), repurchase and for collateral otherwise authorized for investment, municipal debt of this state with one of the three highest ratings of a national rating agency at the time of investment, debt of the City of Marysville, certificates of deposit with qualified public depositories within

statutory limits as promulgated by the Public Deposit Protection Commission at the time of investment, foreign and domestic Bankers Acceptances, Commercial Paper and the Washington State Local Government Investment Pool.

The State of Washington Local Government Investment Pool is the only government-sponsored Pool approved for investment of funds.

8.2 Suitable Investments:

The City is empowered to invest in the following types of securities:

TYPE	DEFINITION
U. S Treasury Obligation	Direct obligations of the United States Treasury
GSE- Agency Obligations	Government Sponsored Enterprises (<i>GSEs</i>) – Federal Instrumentality Securities include, but are not limited to Federal National Mortgage Association (<i>FNMA</i>), the Federal Home Loan Mortgage Corporation (<i>FHLMC</i>), Federal Home Loan Banks (<i>FHLB</i>), and the Federal Farm Credit Bureau (<i>FFCB</i>).
Commercial Paper	Unsecured debt obligations of corporate issuers that are rated at least A1+ by Moody's and P1 by Standard and Poor's. Commercial paper holdings may not have maturities exceeding 180 days. Any commercial paper purchased with a maturity longer than 100 days must also have an underlying long-term credit rating at the time of purchase must have a minimum rating of AA- by S&P and Aa3 by Moody's RCW 39.59.020.
Bankers Acceptance	Bankers Acceptances generally are created based on a letter of credit issued in a foreign trade transaction. They are used to finance the shipment of some specific goods within the United States. They are Issued by qualified financial institutions eligible for discount by the Federal Reserve System and by a qualified institution whose long-term letter of credit rating is rated in the highest category AAA.
Local Government Investment Pool	Investment Pool managed by the Washington State Treasury office.
Time deposits and Savings accounts issued by banks	Deposits in PDPC approved banks.

Certificates of Deposit	Non-negotiable Certificates of Deposit of financial institutions which are qualified public depositories as defined by RCW 39.58.010(2) and in accordance with the restrictions therein.
Municipal Debt Obligations	Bonds of the State of Washington, any local government in the State of Washington, General Obligation bonds outside the State of Washington; at the time of investment the bonds must have AA- by S&P or Aa3 by Moody's. If split rating the lowest rating must meet the rating criteria. Debt of the City of Marysville is not required to be rated.

8.3 Bank Collateralization:

The PDPC makes and enforces regulations and administers a program to ensure public funds deposited in banks and thrifts are protected if a financial institution becomes insolvent. The PDPC approves which banks and thrifts can hold state and local government deposits and monitors collateral pledged to secure uninsured public deposits. Under the act, all public treasurers and other custodians of public funds are relieved of the responsibility of executing tri-party agreements, reviewing pledged securities, and authorizing additions, withdrawals, and exchanges of collateral.

8.4 Repurchase Agreement Collateralization:

Collateral will be required on Repurchase Agreements, and will be limited to the suitable investments listed in this policy under 8. Collateral shall be delivered to the City's safekeeping agent, or through a tri-party arrangement in which the proper documents delineating the responsibilities of the parties have been executed. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

Any required overcollateralization (the amount by which the market value of the securities collateralizing the transaction exceeds the transaction value) will be determined at the time of the transaction, as specified in the Master Repurchase Agreement. Any such overcollateralization shall not be less than 102% of the current market value of the collateral. Such collateral shall be revalued on a periodic basis, but not less than weekly by the advisor, in order to maintain market protection. The final maturity of the collateral for repurchase agreements may not exceed three years.

9.0 INVESTMENT PARAMETERS

9.1 Diversification:

The City will diversify the investment of all funds by adhering to the constraints by issuer type in accordance with the following table:

Table of Constraints on the Portfolio

ISSUER TYPE	% of Total Portfolio Maximum	Per Issuer Constraints Maximum
U. S Treasury Obligation	100%	100%
GSE-Agency Obligations	100%	35%
Municipal Debt Obligations	30%	5%
City of Marysville Debt	10%	n/a
Bankers Acceptance	20%	5%
Local Government Investment Pool	100%	n/a
Time Deposits	20%	10%
Certificates of Deposits	25%	10%
Commercial Paper	15%	5%

9.2 Investment Maturity:

9.2.1 Liquidity Funds – Tier 1 - Short Term

Liquidity funds will be defined as those funds that are in the State LGIP City, bank deposits, bank certificates of deposits or money market instruments and will be available for immediate use.

9.2.2 Investment Core Funds – Tier 2 – Longer Term

Investment funds will be defined as the funds in excess of liquidity requirements and invested in authorized investments. The investments in this portion of the portfolio are allowed to have maturities out to 5 Years and will be only invested in higher quality and liquid (marketable) securities.

Reserve or Capital Improvement Project monies may be invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

9.2.3 Total Portfolio Maturity Constraints:

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%

Under 5 years	100%
WAM (Weighted Average Maturity)	2 years

9.3 Strategic Allocations:

9.3.1 Funds and their Allocation

- a. Liquidity fund for the operating account will be allocated to LGIP, CD's, Bank Deposits, Bankers Acceptances, and Commercial Paper
- b. The structure of the investment core fund will be targeted to a selected market benchmark based on the risk and return objectives of the portfolio.
- c. Longer term funds and trust funds will have an identified market benchmark to manage risk and return.

9.3.2 Monitoring and Portfolio Adjustment: As a general practice securities will be purchased with the intent to hold to maturity. However, it is acceptable for securities to be sold under the following circumstances:

- a. A security with a declining credit may be sold early to protect the principal value of the portfolio.
- b. The portfolio duration or maturity buckets should be adjusted to better reflect the structure of the underlying benchmark portfolio.
- c. A security exchange that would improve the quality, yield and target maturity of the portfolio based on market conditions.
- d. A sell of a security to provide for unforeseen liquidity needs.

9.4 Prohibited Investments:

9.4.1 The City shall not lend securities nor directly participate in a securities lending or reverse repurchase program.

9.4.2 The City shall not invest in mortgage-backed securities.

10.0 REPORTING REQUIREMENTS

10.1 Reporting:

The Finance Director shall be responsible for investment reporting. At a minimum, monthly reporting shall be made to the Finance Committee including but not limited to securities holdings, cash balances, and market values in the investment portfolio will be provided on the month-end reports.

Specific Requirements:

- Book Yield
- Holdings Report including mark to market and security description

- Transactions Report
- Weighted Average Maturity or Duration

10.2 Performance Standards:

The investment portfolio will be designed to obtain a market average rate of return during economic cycles, taking into account investment risk constraints and cash flow needs. A market benchmark will be established to compare risk and return of each investment portfolio identified within each tier.

The earnings benchmark will be the Local Government Investment Pool and an appropriate yield comparison.

10.3 Compliance Report

A compliance report will be generated quarterly comparing the portfolio positions to this investment policy.

11.0 INVESTMENT POLICY ADOPTION

The City's Investment Policy shall be adopted by the City Council and reviewed by the Council Finance Committee as needed but not less than every three years.

Adopted by Marysville City Council, XX, 2015.

12.0 GLOSSARY OF TERMS

Agency Securities: Government sponsored enterprises of the US Government.

Bankers Acceptances: A time draft accepted (endorsed) by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. BAs are short-term non-interest-bearing notes sold at a discount and redeemed by the accepting bank at maturity for full face value.

Bond: An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and specific assets sometimes secure it. Most bonds have a maturity of greater than one year and generally pay interest semiannually. See Debenture.

Broker: An intermediary who brings buyers and sellers together and handles their orders, generally charging a commission for this service. In contrast to a principal or a dealer, the broker does not own or take a position in securities.

Collateral: Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper: Short-term, unsecured, negotiable promissory notes issued by corporations.

Current Maturity: The amount of time left until an obligation matures. For example, a one-year bill issued nine months ago has a current maturity of three months.

CUSIP: A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.

Dealer: An individual or firm that ordinarily acts as a principal in security transactions. Typically, dealers buy for their own account and sell to a customer from their inventory. The dealer's profit is determined by the difference between the price paid and the price received.

Debenture: Unsecured debt backed only by the integrity of the borrower, not by collateral, and documented by an agreement called an indenture.

Delivery: Either of two methods of delivering securities: delivery vs. payment and delivery vs. receipt (also called "free"). Delivery vs. payment is delivery of securities with an exchange of money for the securities.

Duration: A measure used to calculate the price sensitivity of a bond or portfolio of bonds to changes in interest rates. This equals the sum of the present value of future cash flows.

Full Faith and Credit: Indicator that the unconditional guarantee of the United States government backs the repayment of a debt.

General Obligation Bonds (GOs): Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.

Government Bonds: Securities issued by the federal government; they are obligations of the U.S. Treasury; also known as "governments."

Interest: Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

Investment Funds: Core funds are defined as operating fund balance, which exceeds the City's daily liquidity needs. Core funds are invested out the yield curve to diversify maturity structure in the overall portfolio. Having longer term investments in a portfolio will stabilize the overall portfolio interest earnings over interest rate cycles.

Investment Securities: Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

Liquidity: The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

Liquidity Component: A percentage of the total portfolio that is dedicated to providing liquidity needs for the District.

LGIP: Local Government Investment Pool run by the State of Washington Treasurer's office established to help cities with short term investments.

Mark to Market: Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

Municipals: Securities, usually bonds, issued by a state, its agencies, by cities or other municipal entities. The interest on "munis" is usually exempt from federal income taxes and state and local income taxes in the state of issuance. Municipal securities may or may not be backed by the issuing agency's taxation powers.

Par Value: The value of a security expressed as a specific dollar amount marked on the face of the security or the amount of money due at maturity. Par value should not be confused with market value.

Portfolio: A collection of securities held by an individual or institution.

Prudent Person Rule: A long-standing common-law rule that requires a trustee who is investing for another to behave in the same way as a prudent individual of reasonable discretion and intelligence who is seeking a reasonable income and preservation of capital.

Quotation or Quote: A bid to buy or the lowest offer to sell a security in any market at a particular time.

Repurchase Agreement: Range in maturity from overnight to fixed time to open end. Repos involve a simultaneous sale of securities by a bank or government securities dealer to an investor with an agreement for the bank or government securities dealer to repurchase the securities at a fixed date at a specified rate of interest.

Treasury Bill (T-Bill): An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

Treasury Bonds and Notes: Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.

Yield: The annual rate of return on an investment, expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield to Maturity: The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.

[DRAFT] CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING A POLICY FOR
THE INVESTMENT OF CITY FUNDS

~~WHEREAS, the City Council of the City of Marysville deems to ensure that all funds are invested in a manner which will provide the maximum security of the principle while meeting the daily cash flow demands of the city and the highest investment return, in conformance with federal, state, and other legal requirements, and~~

WHEREAS, the City Council ~~of the City of Marysville~~ desires to adopt an investment policy that sets forth guidelines for the investment of all funds of the City, and

WHEREAS, this investment policy should reflect the Council's intent that all funds are invested in a manner that ensures the security of the principal while meeting the daily cash flow demands of the City and the highest investment return, in conformance with federal, state, and other legal requirements, and

WHEREAS, the Marysville City Treasurer (Director of Finance) has recommended ~~the~~ an investment policy that is consistent with the Council's direction, and

WHEREAS, ~~the City of Marysville's~~ investment policy has been written in accordance with the Government Finance Officers Association (GFOA) Best best practices.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

Section 1. The policy for the investment of City funds set forth in the document entitled "City of Marysville Investment Policy," which is attached hereto and incorporated herein by this reference as if set forth in full, is hereby adopted as official policy for the investment of the City funds.

Section 2. That the adoption of the document entitled City of Marysville Investment Policy, replaces all previous City of Marysville Investment Policies.

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

CITY OF MARYSVILLE

By _____
MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Update
Index #15

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 MAKING PEDESTRIAN AND BICYCLE IMPROVEMENTS TO
ESTABLISH SAFE ROUTES TO SCHOOL FOR 116TH ST NE

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: 11620 46th Avenue NE, Unit B; 4329, 4410, 4418, and 4603 116th St NE, 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 make pedestrian and bicycle improvements to establish safe routes to school.

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

TRANSPORTATION BENEFIT DISTRICT FUND 114

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. Establishing safe routes to school and improving pedestrian and bicycle access and safety is a public purpose.

6. The proposed improvement is to provide pedestrian and bicycle improvements to establish safe routes to school.

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 making pedestrian and bicycle improvements to establish safe routes to school, 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 making pedestrian and bicycle improvements to establish safe routes to school.

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:

TRANSPORTATION BENEFIT DISTRICT FUND 114

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 December, 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"

11620 46th Ave NE Unit B: Section 09 Township 30 Range 05 Quarter NE - S 300FT OF E 528FT OF SW1/4 NE1/4 LY WLY OF 46TH AVE NE AS SHOWN IN PLAT OF PINE MEADOWS VOL 42 OF PLATS PG 230 REC SNO CO WA EXC N 130FT AKA PAR A OFBLA 286-90 REC AFN 9102220100

4329 116th Street NE: SEC 09 TWP 30 RGE 05RT-10F) TH PTN SW1/4 NE1/4 DAF BEG INT S LN SW1/4 NE1/4 WITH E LN MARYS-ARL RR R/W TH N ALG SD R/W 15 FT TAP ON N LN CORD & TPB TH E ALG RD 156 FT TH N 175 FT TH W TO E LN SD R/W TH SLY ALG SDR/W TO POB

4410 116th Street NE: SEC 09 TWP 30 RGE 05ALL TH PTN N1/2 NW1/4 NW1/4 SE1/4 DAF-BEG NE COR SD SUB TH N88*34 50W 184.62FT TO TPB TH CONT N88*34 50W 82.79FT TH S01*22 14W 301.67FT TH S88*32 03E 89.46FT TH N00*06 16E119.83FT TH N88*34 50W 33.50FT TH N00*06 16E 47FT TH S88*34 50E 33.50FT TH N00*06 16E 135FT TO TPB EXC N 20FT THOF FOR RD

4418 116th Street NE: SEC 09 TWP 30 RGE 05TH PTN OF N1/2 NW1/4 NW1/4 SE1/4 DAF-BEG NE COR SD SUB TH N88*34 50W 102FT TPB TH S00*06 16W 326.89FT TO S LN SD SUB TH N88*32 03W 172.63FT TH N01*22 14E 25FT TH S88*32 03E 89.46FTTH N00*06 16E 119.83FT TH N88*34 50W 33.50FT TH N00*06 16E 47FT TH S88*34 50E 33.50FT TH N00*06 16E 135FT TH S88*34 50E 82.62FT TO TPB EXC N 20FTTHOF FOR RD

4603 116th Street NE: SEC 09 TWP 30 RGE 05RT-10B-1) BEG SE COR SW1/4 NE1/4 TH WLY ALG SD SLY SUBDIV LN N89*24 08W 203.98FTTO COR ESTAB FENCE LN THE TPB TH N01*41 43W ALG SD ESTAB FENCE LN 180.14FT TH N 89*24 08W 101.60FT TO ESTAB FENCE LN THS01*27 46E ALG SD ESTAB FENCE LN 180.13 FT TO SLY MGN SUBDIV TH S89*24 08E ALG SD SLY LN 102.32FT TO TPB

Update
Index #16

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 2015

AGENDA ITEM: Marysville Fire District – Amendment to Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities.	AGENDA SECTION: New Business	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	AGENDA NUMBER:	
ATTACHMENTS 1. Revised Agreement between City of Marysville and Fire District 12 with revisions shown in underline/strikeout. 2. Revised Agreement-final form.	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The City and District 12 initially entered into an Agreement for Joint Operations of Fire and Emergency Medical Protection Facilities on October 16, 1991 with updates on September 15, 1993 and have now determined that further updates and revisions to the agreement are appropriate and necessary. The proposed amendment has also been provided to Fire District 12 for their review and approval.

RECOMMENDED ACTION: City staff recommends that Council approve the proposed amendment.
COUNCIL ACTION:

**AGREEMENT FOR JOINT OPERATION OF
FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES**

THIS AGREEMENT is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

This agreement is entered into by the City under the authority of RCW 35A.11.040 and District 12 under the authority of RCW 52.12.031 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

The City and District 12 previously each maintained and operated their own fire department to provide fire protection, fire suppression and emergency medical services in its respective area.

The City and District 12 determined that it is in the best interest of each of the municipal corporations to establish a Consolidated Fire Department to be operated under the control and direction of a Board of Directors as defined by this agreement.

The City and District 12 initially entered into an Agreement for Joint Operations of Fire and Emergency Medical Protection Facilities on October 16, 1991 with updates on September 15, 1993 and have now determined that further updates and revisions to the agreement are appropriate and necessary. Accordingly, the parties wish to enter into this agreement and any amendments thereto.

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **DEFINITIONS.** The following terms, when used in this agreement, shall be defined as follows:
 - 1.1. "City" shall mean the City of Marysville.
 - 1.2. "District 12" shall mean Snohomish County Fire Protection District No. 12.
 - 1.3. "Department", "Fire Department" "District" or "Consolidated Fire Department" shall mean the combined operating fire departments of the City and District 12, hereinafter referred to as the "Marysville Fire District."
 - 1.4. "Fire Chief" shall mean the chief of the Fire Department appointed by the Board of Directors.
 - 1.5. "Board of Directors" or "Board" shall mean the joint board composed of three appointees of the City and up to six appointees of the District as further described in paragraph 4 below.
2. **TERM.** This agreement shall be effective August 1, 2003 and shall continue for a minimum term of four (4) years. In the event either party shall desire to terminate this agreement after the expiration of the term, such party shall give to the other party thirty-

six (36) months ' advance written notice of termination. The thirty-six (36) month period is established to provide adequate time for the Board of Directors to discontinue the joint operation and for each party to reestablish its own fire department.

3. **RENEGOTIATION OF TERMS.** With the exception of the term of this agreement provided in paragraph 2, either party that wishes to renegotiate any provision of this agreement may give to the other party twelve (12) months' written notice of such intent, setting forth the provisions to be renegotiated. The parties agree that in the event of such notice, they shall engage in good faith negotiation. This agreement may be revised at any time by agreement of the parties.

4. **BOARD OF DIRECTORS.** The operations of the Department necessary to carry out the purposes of this agreement shall be administered by a Board of Directors consisting of a minimum of six members, ~~and a maximum of nine members,~~ as defined in this agreement. The City shall appoint three members to the Board of Directors, provided that the appointees shall consist of three City Council members or two city council members and the Mayor. District 12 shall appoint no less than three ~~and no more than six~~ members to the Board of Directors. Provided, that the appointees shall consist of Commissioners of District 12. ~~Pursuant to the merger of Fire District No. 20 into Fire District No. 12, District 12 will, initially, appoint 6 members to the Board of Directors and reduce its Board membership down to three in accordance with RCW 52.06.085.~~ The Board shall have the authority to administer and manage the operations of the Marysville Fire District, all jointly owned properties and equipment and all properties and equipment of each party used by the Marysville Fire District. The Board shall have the authority and powers granted by this instrument and such additional authority and powers as may from time to time be conferred on it by the legislative bodies of both parties. A quorum of the Board shall consist of a simple majority of the appointed members. Actions of the Board shall require the affirmative vote of the majority of the members of the Board present. The Fire Chief shall report to and operate under the supervision and control of the Board of Directors.

4.

5. **MEETINGS OF BOARD OF DIRECTORS.** All meetings of the Board of Directors shall be held in compliance with the Open Public Meetings Act, chapter 42.30 RCW. The date and time of the regular monthly meeting of the Board of Directors shall be established by resolution of the Board.
6. **LIMITATION OF THE BOARD OF DIRECTORS.** The Board of Directors shall have no authority to modify or revise the terms of this agreement. In the event the Board of Directors shall be unable to reach an agreement on any matter before it, such matter shall be referred to the City Council and the Board of Commissioners of District 12 for resolution.
7. **CITY SERVICES.** The Board of Directors shall provide the following services within the City limits:

7.1. Fire prevention services.

- 7.2. Fire suppression services.
- 7.3. Emergency medical services.
- 7.4. Hazardous materials incident response services.
- 7.5. Uniform Fire Code inspection services.
- 7.6. Uniform Fire Code preconstruction building plan review services.
- 7.7. Uniform Fire Code investigation services.
- 7.8. Technical Rescue Services.

8. **DISTRICT 12 SERVICES.** The Board of Directors shall provide the following services within the boundaries of District 12.

- 8.1. Fire prevention services.
- 8.2. Fire suppression services.
- 8.3. Emergency medical services.
- 8.4. Hazardous materials incident response services.
- 8.5. Technical Rescue Services.

9. **LEVEL OF SERVICES.** Fire prevention, fire suppression, emergency medical, technical rescue and hazardous materials incident response services shall be provided at the same level to each of the parties under the terms of this agreement. In the event of simultaneous emergencies within the City and District 12 whereby the resources of the Department are taxed beyond its ability to render equal protection, the officers and agents of the Department shall determine how to allocate the resources of the Department.

The parties recognize that Snohomish County has the statutory jurisdiction to enforce the provisions of the Uniform Fire Code within the boundaries of District 12 rather than District 12 itself.

10. OPERATIONS COMMITTEE. An Operations Committee is formed consisting of the Fire Chief, the Mayor, and the Chief Administrative Officer of the City. The Operations Committee shall:

- i. Develop operational priorities, policies, and procedures and recommend their adoption by the Board.
- ii. Prepare a budget and present the budget to the Board for approval.
- iii. Monitor revenues and expenditures and ensure budgetary targets are being met.
- iv. Establish objectives for collective bargaining and direct negotiation strategy.

v. Review Department operations and ensure that Department policies and procedures are being followed.

vi. Obtain assistance of key staff from the District and the City and require attendance of such staff at meetings of the Operations Committee.

vii. Meet at least monthly.

~~10.~~11. **BUDGET.** The ~~Fire Chief~~Operations Committee shall prepare and present a proposed operating budget to the Board of Directors for the Marysville Fire District in accordance with the Budgeting, Accounting and Reporting System (BARS) established by the Washington State Auditor's Office, establishing the annual income and expense requirements of the Department and the capital expenditures required for the operation of the Department. The Board of Directors shall review the proposed budget and submit an estimate of the City's cash contribution amount to the City and the District not later than October 1 of each year. Approval of the budget shall require a majority vote of the Board of Directors. After a budget is adopted by the Board of Directors, a copy shall be submitted to the Marysville City Council and District 12 Commissioners. In the event the Board of Directors cannot agree on a Budget, the Board shall notify each of the parties to this agreement. The parties to this agreement shall negotiate a compromise on the budget or budget item(s), and shall have authority to approve such on behalf of the Marysville Fire District. In the event the parties to this agreement cannot reach a compromise, the parties agree to utilize arbitration as outlined in section 29-Dispute Resolution of this agreement.

In the event it shall be necessary, during any calendar year, for the budget to be amended, the ~~Fire Chief~~Operations Committee shall prepare a budget amendment and submit it to the Board for review. Upon approval by the Board of Directors, the amendment shall be submitted to the governing body of each party for approval in the event the amendment shall require an additional contribution of funds by either party.

~~11.~~12. **SPECIAL FUND.** The Board of Directors shall create a special operating fund with the ~~County Treasurer's~~City Finance Department office to be used for the payment of the operating costs of the Fire Department. The ~~Board of Directors~~City Finance Director shall be responsible for the proper management and accounting of all funds coming into the possession of the Board of Directors and shall report to the Board of Directors at each meeting of the Board. The financial affairs of the Board of Directors shall be conducted in accordance with applicable federal and state laws and regulations.

~~12.~~13. **FUNDING OF SPECIAL FUND.** Each of the parties agrees to fund the operations of the Department under the following provisions:

~~12.1.~~13.1. **Financial Contribution by District 12.** District 12 agrees to levy regular real property taxes, as determined by its Board of Commissioners, on taxable property located within the District. The Board of Directors shall provide sufficient funds for the following District 12 operations:

~~12.1.1.~~13.1.1. Commissioners' fees pursuant to RCW 52.14.010.

~~12.1.2.~~13.1.2. Membership fees for state and local municipal corporation associates and commissioners' associations.

~~12.1.3.~~13.1.3. Board of Directors' travel expenses and expenses incurred in attending meetings, legislative and administrative hearings and all other such functions.

~~12.1.4.~~13.1.4. Attorneys', accountants', auditors' and investment officers' fees and costs.

~~12.1.5.~~13.1.5. Election expenses.

~~12.1.6.~~13.1.6. Such other reasonable and necessary expenses as may be incurred from time to time by District 12 and its Board of Commissioners that are not attributable to the operation of the Department.

~~12.2.~~13.2. **Financial Contribution By City.** ~~The City shall contribute annually to the Board of Directors an amount equal to the levy rate for regular real property taxes assessed by District 12 multiplied by the total assessed value of taxable properties located within the City limits, including new construction and utilities calculated on the same basis as District 12. The City shall further contribute all other Fire Department revenues including, but not limited to, contract income, revenue received from the state for impact funds and fire fighting and emergency services, and any fees or charges for permits issued by the Fire Marshal. Each year an agreement as to the financial contribution by the City for the ensuing year will be finalized by September 30th.~~ The contribution shall be paid to the Board of Directors in equal monthly installments.

~~12.3.~~13.3. **District Regular Tax Limitations.** District 12 agrees that it will not seek voter approval of the lifting of the LID limitation on its regular or emergency medical services regular real property tax levy without the consent of the City. District 12 agrees that it will not voluntarily lower its regular or emergency medical services regular real property tax levy without the consent of the City.

~~13.14.~~ **EMPLOYMENT OF PERSONNEL.** District 12 shall be the employer of all personnel required to perform the services provided for in this agreement. The Board of Directors shall provide funds to the District to pay all wages, salaries, employment benefits, payroll taxes and any other expenses associated with the paid personnel. The City will perform administrative payroll functions in accordance with section 11 of this Agreement. It is further agreed that future medical benefits required by statute to be provided to LEOFF I personnel whose employment is transferred from the City to District 12 shall be funded by the Board of Directors. District 12 assigns its authority to manage, supervise, employ, terminate and contract with employees to the Board of Directors.

~~14.15.~~ **ASSIGNMENT OF PERSONNEL AND EQUIPMENT.** Under the provisions of the Board of Directors, the chief shall be responsible for the supervision, employment, termination, assignment and stationing of all personnel and equipment of the Department.

In exercising such authority, the Fire Chief shall consult with the Board of Directors to insure that an adequate level of protection is provided within the geographical boundaries of each of the parties.

~~15~~.16. **FIRE CHIEF AND FIRE MARSHAL.** The City agrees that it will recognize the Fire Chief and Fire Marshal of the District as the Fire Chief and Fire Marshal of the City. The Fire Chief and Fire Marshal shall cooperate with the City building officials and the City's Director of Community Development to enforce the provisions of the Uniform Fire Code. The City agrees that all court costs and other legal costs incurred in the enforcement of the Uniform Fire Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Department. In the event the City shall be awarded its costs, attorneys' fees, penalties or fines in such enforcement action, the recovery shall remain the property of the City.

~~16~~.17. **PROPERTY OWNERSHIP.** Except as provided in paragraph 24, all property owned by District 12 to enable it to perform the services required under this agreement shall remain the property of District 12 in the event of the termination of this agreement. All property owned by the City to enable it to perform the services required under this agreement shall remain the property of the City in the event of the termination of this agreement. All jointly owned and jointly purchased property acquired under the terms of this agreement shall be disposed of on an equitable basis and in such manner as may be agreed upon between the City and District 12 in the event of the termination of the joint operation.

~~17~~.18. **MAJOR CAPITAL IMPROVEMENTS.** In the event the Board of Directors shall determine that a major capital improvement, not included in the annual budget, is necessary for the proper operation of the Department, the Board of Directors shall prepare a report and recommendation to be submitted to the legislative body of each of the parties for review. The parties agree to review any recommendation of the Board of Directors, and, if necessary, to consider the issuance and sale of general obligation bonds to fund needed capital improvements. In the event it shall be necessary to obtain voter approval to incur indebtedness or levy excess taxes, the parties agree to cooperate to jointly submit such requests to the voters of the City and District 12. In the event any such ballot measure shall be approved in one jurisdiction but not in the other, the jurisdiction in which it failed shall submit the measure at another election during the same calendar year if an election date is available. If the measure shall fail the second time, the jurisdiction submitting the measure may consider funding the improvements through any other source of funding that may be available. All funds received as a result of special levies, sale of bonds, or the like for the benefit of the Marysville Fire District shall be tendered to the accounts of the Department as soon as practical.

~~18~~.19. **MAINTENANCE OF STATIONS.** The Board of Directors shall be responsible to provide for the normal maintenance and repair of all station facilities exclusively operated by the District. The Board of Directors shall enter into a use agreement with the City to provide for normal maintenance, repair and operating expenses of any jointly operated, City owned station facilities.

~~19~~.20. **HOLD HARMLESS.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the

performance of this agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to any activities of such party that may have occurred prior to the effective date of this agreement.

~~20-21.~~ **INSURANCE.** The Board of Directors shall provide insurance coverage for all operations, facilities, equipment and personnel of the Department. The insurance shall include all risk property insurance, insuring District 12 and City equipment and District 12 buildings at replacement cost; comprehensive general liability insurance with a minimum policy limit of \$2,000,000.00 per occurrence; errors and omissions insurance including civil rights coverage covering the actions of the Board of Directors and the legislative bodies of District 12 and the City; auto insurance, including comprehensive and collision coverage at agreed replacement cost and liability coverage with a minimum policy limit of \$2,000,000.00 per occurrence; boiler and machinery insurance and a fidelity bond covering the actions of Department personnel. The City shall provide insurance coverage for all jointly operated city owned facilities. The Board of Directors shall furnish to District 12 and the City appropriate documentation showing that such coverage is in effect and that District 12 and the City are named insureds on the policies on or before the effective date of the joint operation. The Board of Directors is authorized, consistent with the above provisions, to contract with the Washington Cities Insurance Authority or such other insurance provider as it deems appropriate.

~~21-22.~~ **OPERATIONAL RULES AND REGULATIONS.** The Board of Directors shall, from time to time, adopt and implement rules and regulations to govern the operations of the Department.

~~22-23.~~ **EMPLOYMENT ON TERMINATION.** In the event, as a result of the notice of termination or expiration of this agreement, District 12 must terminate any of its employees, the City agrees that it will, if positions are available, hire the qualified employees terminated by District 12 before it employs additional personnel. Subject to the provisions of any collective bargaining agreement to which District 12 or the Board of Directors may be a party, the determination of which District 12 employees will be terminated and employed by the City shall be negotiated by the parties. The negotiations shall take into consideration a fair and equal apportionment of the employees based on the length of service, experience, qualifications and rank of the employees.

~~23-24.~~ **ANNUAL RETREAT.** The Board of Directors shall hold an annual retreat to review the operation of the Fire Department during the preceding year, to discuss planning, the operating budget and capital improvement budget for the following year and to review any provisions of this agreement that either party may wish to modify. This meeting shall be scheduled at an agreeable time on or before October 1 of each year. The results of the retreat may be reviewed by the Marysville City Council if desired.

~~24-25.~~ **ANNEXATIONS.** In the event that the City, during the term of this agreement, shall, in single annexations, annex areas of District 12 that contain more than five percent (5%) of the area of District 12, the City agrees that it will not invoke the provisions of RCW 35A.14.380 and .400, as presently exists or as may be hereafter amended, relating to

ownership of assets for each such annexation. District 12 agrees, during the term of this agreement, that the percentage of the assessed value of District 12 contained in each such annexation shall be cumulated and that the City shall be entitled to invoke the statutory provisions for all such prior annexations which occurred during the term of this agreement at the time of the termination of this agreement and prior agreements.

~~25-26.~~ **NOTICES.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage prepaid and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.

~~26-27.~~ **SEVERABILITY.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

~~27-28.~~ **MODIFICATION.** This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

~~28-29.~~ **BENEFITS.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

~~29-30.~~ **DISPUTE RESOLUTION.** In the event of a disagreement between the parties relating to the interpretation of the terms of this agreement, the parties agree that such dispute shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator, and the two arbitrators shall appoint a third arbitrator. Unless different rules are adopted by the Board of Arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

~~30-31.~~ **PRIOR AGREEMENTS.** This Agreement is solely intended to update and replace the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated September 15, 1993.

DATED THIS _____ DAY OF _____, 2015.

CITY OF MARYSVILLE

**SNOHOMISH COUNTY FIRE
PROTECTION DISTRICT NO. 12**

Mayor

Chairperson

Commissioner

City Clerk

Commissioner

Commissioner

Approved as to Form:

City Attorney

Fire District Secretary

**AGREEMENT FOR JOINT OPERATION OF
FIRE AND EMERGENCY MEDICAL PROTECTION FACILITIES**

THIS AGREEMENT is entered into between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a municipal corporation, hereafter referred to as "District 12," and the CITY OF MARYSVILLE, a municipal corporation, hereafter referred to as "City."

This agreement is entered into by the City under the authority of RCW 35A.11.040 and District 12 under the authority of RCW 52.12.031 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

The City and District 12 previously each maintained and operated their own fire department to provide fire protection, fire suppression and emergency medical services in its respective area.

The City and District 12 determined that it is in the best interest of each of the municipal corporations to establish a Consolidated Fire Department to be operated under the control and direction of a Board of Directors as defined by this agreement.

The City and District 12 initially entered into an Agreement for Joint Operations of Fire and Emergency Medical Protection Facilities on October 16, 1991 with updates on September 15, 1993 and have now determined that further updates and revisions to the agreement are appropriate and necessary. Accordingly, the parties wish to enter into this agreement and any amendments thereto.

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **DEFINITIONS.** The following terms, when used in this agreement, shall be defined as follows:
 - 1.1. "City" shall mean the City of Marysville.
 - 1.2. "District 12" shall mean Snohomish County Fire Protection District No. 12.
 - 1.3. "Department", "Fire Department" "District" or "Consolidated Fire Department" shall mean the combined operating fire departments of the City and District 12, hereinafter referred to as the "Marysville Fire District."
 - 1.4. "Fire Chief" shall mean the chief of the Fire Department appointed by the Board of Directors.
 - 1.5. "Board of Directors" or "Board" shall mean the joint board composed of three appointees of the City and up to six appointees of the District as further described in paragraph 4 below.
2. **TERM.** This agreement shall be effective August 1, 2003 and shall continue for a minimum term of four (4) years. In the event either party shall desire to terminate this agreement after the expiration of the term, such party shall give to the other party thirty-

six (36) months ' advance written notice of termination. The thirty-six (36) month period is established to provide adequate time for the Board of Directors to discontinue the joint operation and for each party to reestablish its own fire department.

3. **RENEGOTIATION OF TERMS.** With the exception of the term of this agreement provided in paragraph 2, either party that wishes to renegotiate any provision of this agreement may give to the other party twelve (12) months' written notice of such intent, setting forth the provisions to be renegotiated. The parties agree that in the event of such notice, they shall engage in good faith negotiation. This agreement may be revised at any time by agreement of the parties.
4. **BOARD OF DIRECTORS.** The operations of the Department necessary to carry out the purposes of this agreement shall be administered by a Board of Directors consisting of a minimum of six members as defined in this agreement. The City shall appoint three members to the Board of Directors, provided that the appointees shall consist of three City Council members or two city council members and the Mayor. District 12 shall appoint no less than three members to the Board of Directors. Provided, that the appointees shall consist of Commissioners of District 12. The Board shall have the authority to administer and manage the operations of the Marysville Fire District, all jointly owned properties and equipment and all properties and equipment of each party used by the Marysville Fire District. The Board shall have the authority and powers granted by this instrument and such additional authority and powers as may from time to time be conferred on it by the legislative bodies of both parties. A quorum of the Board shall consist of a simple majority of the appointed members. Actions of the Board shall require the affirmative vote of the majority of the members of the Board present. The Fire Chief shall report to and operate under the supervision and control of the Board of Directors.
5. **MEETINGS OF BOARD OF DIRECTORS.** All meetings of the Board of Directors shall be held in compliance with the Open Public Meetings Act, chapter 42.30 RCW. The date and time of the regular monthly meeting of the Board of Directors shall be established by resolution of the Board.
6. **LIMITATION OF THE BOARD OF DIRECTORS.** The Board of Directors shall have no authority to modify or revise the terms of this agreement. In the event the Board of Directors shall be unable to reach an agreement on any matter before it, such matter shall be referred to the City Council and the Board of Commissioners of District 12 for resolution.
7. **CITY SERVICES.** The Board of Directors shall provide the following services within the City limits:
 - 7.1. Fire prevention services.
 - 7.2. Fire suppression services.
 - 7.3. Emergency medical services.
 - 7.4. Hazardous materials incident response services.

- 7.5. Uniform Fire Code inspection services.
- 7.6. Uniform Fire Code preconstruction building plan review services.
- 7.7. Uniform Fire Code investigation services.
- 7.8. Technical Rescue Services.

8. **DISTRICT 12 SERVICES.** The Board of Directors shall provide the following services within the boundaries of District 12.

- 8.1. Fire prevention services.
- 8.2. Fire suppression services.
- 8.3. Emergency medical services.
- 8.4. Hazardous materials incident response services.
- 8.5. Technical Rescue Services.

9. **LEVEL OF SERVICES.** Fire prevention, fire suppression, emergency medical, technical rescue and hazardous materials incident response services shall be provided at the same level to each of the parties under the terms of this agreement. In the event of simultaneous emergencies within the City and District 12 whereby the resources of the Department are taxed beyond its ability to render equal protection, the officers and agents of the Department shall determine how to allocate the resources of the Department.

The parties recognize that Snohomish County has the statutory jurisdiction to enforce the provisions of the Uniform Fire Code within the boundaries of District 12 rather than District 12 itself.

10. **OPERATIONS COMMITTEE.** An Operations Committee is formed consisting of the Fire Chief, the Mayor, and the Chief Administrative Officer of the City. The Operations Committee shall:

- i. Develop operational priorities, policies, and procedures and recommend their adoption by the Board.
- ii. Prepare a budget and present the budget to the Board for approval.
- iii. Monitor revenues and expenditures and ensure budgetary targets are being met.
- iv. Establish objectives for collective bargaining and direct negotiation strategy.
- v. Review Department operations and ensure that Department policies and procedures are being followed.

- vi. Obtain assistance of key staff from the District and the City and require attendance of such staff at meetings of the Operations Committee.
- vii. Meet at least monthly.

11. **BUDGET.** The Operations Committee shall prepare and present a proposed operating budget to the Board of Directors for the Marysville Fire District in accordance with the Budgeting, Accounting and Reporting System (BARS) established by the Washington State Auditor's Office, establishing the annual income and expense requirements of the Department and the capital expenditures required for the operation of the Department. The Board of Directors shall review the proposed budget and submit an estimate of the City's cash contribution amount to the City and the District not later than October 1 of each year. Approval of the budget shall require a majority vote of the Board of Directors. After a budget is adopted by the Board of Directors, a copy shall be submitted to the Marysville City Council and District 12 Commissioners. In the event the Board of Directors cannot agree on a Budget, the Board shall notify each of the parties to this agreement. The parties to this agreement shall negotiate a compromise on the budget or budget item(s), and shall have authority to approve such on behalf of the Marysville Fire District. In the event the parties to this agreement cannot reach a compromise, the parties agree to utilize arbitration as outlined in section 29-Dispute Resolution of this agreement.

In the event it shall be necessary, during any calendar year, for the budget to be amended, the Operations Committee shall prepare a budget amendment and submit it to the Board for review. Upon approval by the Board of Directors, the amendment shall be submitted to the governing body of each party for approval in the event the amendment shall require an additional contribution of funds by either party.

12. **SPECIAL FUND.** The Board of Directors shall create a special operating fund with the City Finance Department to be used for the payment of the operating costs of the Fire Department. The City Finance Director shall be responsible for the proper management and accounting of all funds coming into the possession of the Board of Directors and shall report to the Board of Directors at each meeting of the Board. The financial affairs of the Board of Directors shall be conducted in accordance with applicable federal and state laws and regulations.
13. **FUNDING OF SPECIAL FUND.** Each of the parties agrees to fund the operations of the Department under the following provisions:
- 13.1. **Financial Contribution by District 12.** District 12 agrees to levy regular real property taxes, as determined by its Board of Commissioners, on taxable property located within the District. The Board of Directors shall provide sufficient funds for the following District 12 operations:
- 13.1.1. Commissioners' fees pursuant to RCW 52.14.010.

- 13.1.2. Membership fees for state and local municipal corporation associates and commissioners' associations.
 - 13.1.3. Board of Directors' travel expenses and expenses incurred in attending meetings, legislative and administrative hearings and all other such functions.
 - 13.1.4. Attorneys', accountants', auditors' and investment officers' fees and costs.
 - 13.1.5. Election expenses.
 - 13.1.6. Such other reasonable and necessary expenses as may be incurred from time to time by District 12 and its Board of Commissioners that are not attributable to the operation of the Department.
- 13.2. **Financial Contribution By City.** Each year an agreement as to the financial contribution by the City for the ensuing year will be finalized by September 30th. The contribution shall be paid to the Board of Directors in equal monthly installments.
- 13.3. **District Regular Tax Limitations.** District 12 agrees that it will not seek voter approval of the lifting of the LID limitation on its regular or emergency medical services regular real property tax levy without the consent of the City. District 12 agrees that it will not voluntarily lower its regular or emergency medical services regular real property tax levy without the consent of the City.
14. **EMPLOYMENT OF PERSONNEL.** District 12 shall be the employer of all personnel required to perform the services provided for in this agreement. The Board of Directors shall provide funds to the District to pay all wages, salaries, employment benefits, payroll taxes and any other expenses associated with the paid personnel. The City will perform administrative payroll functions in accordance with section 11 of this Agreement. It is further agreed that future medical benefits required by statute to be provided to LEOFF I personnel whose employment is transferred from the City to District 12 shall be funded by the Board of Directors. District 12 assigns its authority to manage, supervise, employ, terminate and contract with employees to the Board of Directors.
15. **ASSIGNMENT OF PERSONNEL AND EQUIPMENT.** Under the provisions of the Board of Directors, the chief shall be responsible for the supervision, employment, termination, assignment and stationing of all personnel and equipment of the Department. In exercising such authority, the Fire Chief shall consult with the Board of Directors to insure that an adequate level of protection is provided within the geographical boundaries of each of the parties.
16. **FIRE CHIEF AND FIRE MARSHAL.** The City agrees that it will recognize the Fire Chief and Fire Marshal of the District as the Fire Chief and Fire Marshal of the City. The Fire Chief and Fire Marshal shall cooperate with the City building officials and the City's Director of Community Development to enforce the provisions of the Uniform Fire Code. The City agrees that all court costs and other legal costs incurred in the enforcement of

the Uniform Fire Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Department. In the event the City shall be awarded its costs, attorneys' fees, penalties or fines in such enforcement action, the recovery shall remain the property of the City.

17. **PROPERTY OWNERSHIP.** Except as provided in paragraph 24, all property owned by District 12 to enable it to perform the services required under this agreement shall remain the property of District 12 in the event of the termination of this agreement. All property owned by the City to enable it to perform the services required under this agreement shall remain the property of the City in the event of the termination of this agreement. All jointly owned and jointly purchased property acquired under the terms of this agreement shall be disposed of on an equitable basis and in such manner as may be agreed upon between the City and District 12 in the event of the termination of the joint operation.
18. **MAJOR CAPITAL IMPROVEMENTS.** In the event the Board of Directors shall determine that a major capital improvement, not included in the annual .budget, is necessary for the proper operation of the Department, the Board of Directors shall prepare a report and recommendation to be submitted to the legislative body of each of the parties for review. The parties agree to review any recommendation of the Board of Directors, and, if necessary, to consider the issuance and sale of general obligation bonds to fund needed capital improvements. In the event it shall be necessary to obtain voter approval to incur indebtedness or levy excess taxes, the parties agree to cooperate to jointly submit such requests to the voters of the City and District 12. In the event any such ballot measure shall be approved in one jurisdiction but not in the other, the jurisdiction in which it failed shall submit the measure at another election during the same calendar year if an election date is available. If the measure shall fail the second time, the jurisdiction submitting the measure may consider funding the improvements through any other source of funding that may be available. All funds received as a result of special levies, sale of bonds, or the like for the benefit of the Marysville Fire District shall be tendered to the accounts of the Department as soon as practical.
19. **MAINTENANCE OF STATIONS.** The Board of Directors shall be responsible to provide for the normal maintenance and repair of all station facilities exclusively operated by the District. The Board of Directors shall enter into a use agreement with the City to provide for normal maintenance, repair and operating expenses of any jointly operated, City owned station facilities.
20. **HOLD HARMLESS.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to any activities of such party that may have occurred prior to the effective date of this agreement.
21. **INSURANCE.** The Board of Directors shall provide insurance coverage for all operations, facilities, equipment and personnel of the Department. The insurance shall include all risk property insurance, insuring District 12 and City equipment and District

12 buildings at replacement cost; comprehensive general liability insurance with a minimum policy limit of \$2,000,000.00 per occurrence; errors and omissions insurance including civil rights coverage covering the actions of the Board of Directors and the legislative bodies of District 12 and the City; auto insurance, including comprehensive and collision coverage at agreed replacement cost and liability coverage with a minimum policy limit of \$2,000,000.00 per occurrence; boiler and machinery insurance and a fidelity bond covering the actions of Department personnel. The City shall provide insurance coverage for all jointly operated city owned facilities. The Board of Directors shall furnish to District 12 and the City appropriate documentation showing that such coverage is in effect and that District 12 and the City are named insureds on the policies on or before the effective date of the joint operation. The Board of Directors is authorized, consistent with the above provisions, to contract with the Washington Cities Insurance Authority or such other insurance provider as it deems appropriate.

22. **OPERATIONAL RULES AND REGULATIONS.** The Board of Directors shall, from time to time, adopt and implement rules and regulations to govern the operations of the Department.
23. **EMPLOYMENT ON TERMINATION.** In the event, as a result of the notice of termination or expiration of this agreement, District 12 must terminate any of its employees, the City agrees that it will, if positions are available, hire the qualified employees terminated by District 12 before it employs additional personnel. Subject to the provisions of any collective bargaining agreement to which District 12 or the Board of Directors may be a party, the determination of which District 12 employees will be terminated and employed by the City shall be negotiated by the parties. The negotiations shall take into consideration a fair and equal apportionment of the employees based on the length of service, experience, qualifications and rank of the employees.
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- 31. **PRIOR AGREEMENTS.** This Agreement is solely intended to update and replace the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities dated September 15, 1993.

DATED THIS _____ DAY OF _____, 2015.

CITY OF MARYSVILLE

**SNOHOMISH COUNTY FIRE
PROTECTION DISTRICT NO. 12**

Mayor

Chairperson

Commissioner

City Clerk

Commissioner

Commissioner

Approved as to Form:

City Attorney

Fire District Secretary