

July 2, 2018

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

City Hall

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

Discussion Items

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

- 1. Approval of the June 11, 2018 City Council Meeting Minutes.

Consent

- 2. Approval of the June 20, 2018 Claims in the Amount of \$931,291.56 Paid by EFT Transactions and Check Number 125305 through 125479 with Check Number 125082 Voided.
- 3. Approval of the June 27, 2018 Claims in the Amount of \$543,762.50 Paid by EFT Transactions and Check Numbers 125480 through 125615 with Check Number 123265 Voided.

Review Bids

- 4. Consider the Highway 9 Exploratory Well Contract with **X** in the Amount of **\$X** including Washington State Sales Tax and Approve a Management Reserve of **\$X** for a Total Allocation of **\$X**. **(Bid Opening 07/02)**

Public Hearings

New Business

- 5. Consider the Grant Agreement with the Department of Ecology allowing the City to be Funded \$5,000,000.00 in Grant Funding and Authorize the City's Expenditure of \$1,900,000 toward the Project.
- 6. Consider the Interlocal Agreement with Public Utility District No.1 of Snohomish County, for Services Estimated in the Amount of \$1,074,799.00 to Design and Construct

Work Sessions are for City Council study and orientation – Public Input will be received at the July 9, 2018 City Council meeting.

Marysville City Council Work Session

July 2, 2018

7:00 p.m.

City Hall

the Joint Utility Trench to Underground Power and Communication Utilities for the First Street Bypass Project.

7. Consider the Citywide Intersection Improvement Project with Totem Electric of Tacoma, Inc. as Complete, Starting the 45-day Lien Filing Period for Project Closeout.
8. Consider the 1st Street Low Impact Development Project with SRV Construction, Inc. as Complete, Starting the 45-day Lien Filing Period for Project Closeout.
9. Consider the 2017 Annual Transportation Benefit District Report (TBD), Approve the TBD Project Additions, and Approve the 2019 TBD Project List per the Attached Presentation.
10. Consider the Application for Downtown Marysville Merchants' Association to Conduct a Special Event on Saturday, July 14, 2018, Including the Street Closure of 3rd Street between State Avenue and Columbia Avenue, and Columbia Avenue between 2nd Street and 3rd Street, as Requested by the Applicant.
11. Consider the Mutual Agreement Regarding Application of Traffic Impact Fee Refund, Transferring \$67,488 of the Refund for Marysville Ford and applying it to the Traffic Impact Fees Owed for Marysville Auto Center with the Remainder of the Fees Refunded to Fernandez Investments, LLC, along with Accrued Interest.
12. Consider the Interlocal Agreement with the City of Stanwood for Outdoor Video Services.
13. Consider the Interlocal Agreement with the City of Anacortes for Outdoor Video Services.
14. Consider an Additional Full Time Employee in the Sanitation Division at a Cost of \$43,864.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Adjournment/Recess

Executive Session

A. Litigation

Work Sessions are for City Council study and orientation – Public Input will be received at the July 9, 2018 City Council meeting.

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

City Hall

July 2, 2018

- B. Personnel
- C. Real Estate

Reconvene

Adjournment

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 business days prior to the meeting date if any special accommodations are needed for this meeting.

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Volunteer of the Month: Roger Gable	Presented
Housing Consortium of Everett & Snohomish County	Presented
Audience Participation	
Approval of Minutes	
Consent Agenda	
Approval of the May 30, 2018 Claims in the Amount of \$584,844.49 Paid by EFT Transactions and Check Numbers 124882 through 125026 with Check Number 101313 Voided.	Approved
Consider Approving the Supplemental Agreement No. 2 to the Professional Services Agreement with RH2 Engineering, Inc. to Extend the Term of the Agreement.	Approved
Consider Approving the Grant Agreement Authorizing the City's Application for Grant Funding in the Amount of \$3,000 through the Office of Secretary of State, Archives and Records Management Division.	Approved
Consider Approving the Revised Local Agency Federal Aid Project Prospectus and Local Agency Agreement Supplement No. 2 with WSDOT for Efficient Use of Grant Funds for the Citywide Intersection Improvement Project.	Approved
Consider the Intergovernmental Agreement with Snohomish County for Diversion Center Participation.	Approved
Approval of the June 5, 2018 Payroll in the Amount of \$1,996,686.78, Paid by EFT Transactions and Check Numbers 31572 through 31616.	Approved
Approval of the June 6, 2018 Claims in the Amount of \$3,887,905.22 Paid by EFT Transactions and Check Number 125027 through 125145 with Check Number 124607 Voided.	Approved
Review Bids	
Public Hearings	
Consider Approving a Resolution Adopting a Six-Year Transportation Improvement Plan (2019-2024) for the City of Marysville.	Held/Approved Resolution No. 2446
New Business	
Legal	
Mayor's Business	
Consider Approval of the Salary Commission Reappointments: Amanda Garlock, Shelly Ganje, and Joel Faber.	Approved
Staff Business	
Call on Councilmembers	
Adjournment	8:17 p.m.

COUNCIL



DRAFT
MINUTES

Regular Meeting
June 11, 2018

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. Dennis Niva of 92nd Street Church of Christ gave the invocation.

Roll Call

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

- Mayor:** Jon Nehring
- Council:** Mark James, Tom King, Steve Muller, Kamille Norton (President), Michael Stevens, Rob Toyer, and Jeff Vaughan
- Absent:** None
- Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Asst. Chief Goldman, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks Assistant Director Tara Mizell, Community Development Director Dave Koenig, Fire Chief Martin McFalls, and Recording Secretary Laurie Hugdahl.

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

Committee Reports

None

Presentations

- A. Volunteer of the Month: Roger Gable

Mayor Nehring presented Roger Gable with a Volunteer of the Month award for the month of June for his contributions to the community, raising money to support students attending the March for Our Lives in Washington, D.C. and inspiring a number of local events for students.

B. Housing Consortium of Everett & Snohomish County

Executive Director Mark Smith spoke regarding the Housing Consortium's work to increase the supply of affordable housing in the region. He reviewed affordable housing inventory and need in Marysville. He presented seven policy recommendations and four funding recommendations. He encouraged the City to revise codes, plans and fees to facilitate construction of affordable homes; advocate for the city's most vulnerable citizens, and embrace housing and homelessness as community issues which require community solutions.

Councilmember Muller commented that Marysville is one of the more progressive and proactive jurisdictions in Snohomish County when it comes to creating new affordable housing units. He asked Executive Director Smith about his recommendation to revise codes, plans and fees. Mr. Smith explained it could either be done in a blanket fashion or they could invest more authority in the community development director or other position to make adjustments on a case-by-case basis. His preference was to have blanket policies in order to save time and make it easier. Councilmember Muller asked Mr. Smith if he is also lobbying at the federal level for tax credits for developers as an incentive. Mr. Smith explained that the Community Reinvestment Act (CRA) requires banks to be philanthropically active in the communities in which they have a presence. They provide low market rate loans to affordable housing developers. The 9% tax credit program run by the federal government is another way to do this. Councilmember Muller asked about the feasibility of a city providing some sort of housing for homeless students. Mr. Smith explained that acquisition of land is one of the biggest barriers they face, but when cities partner with other organizations they can have the biggest impact.

Audience Participation

Robert Weiss, 6325 83rd Avenue NE, Marysville, WA, spoke regarding the six-year Transportation Improvement Plan. He noted that roads will be widened in front of his property and asked if he will be contacted to learn more about this. Director Nielsen replied that he definitely would be contacted.

Kresha Green, Marysville, reiterated what Mr. Smith stated regarding the urgent need for finding solutions and opportunities for providing affordable housing.

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

Consent

DRAFT

1. Approval of the May 30, 2018 Claims in the Amount of \$584,844.49 Paid by EFT Transactions and Check Numbers 124882 through 125026 with Check Number 101313 Voided.
3. Consider Approving the Supplemental Agreement No. 2 to the Professional Services Agreement with RH2 Engineering, Inc. to Extend the Term of the Agreement.
4. Consider Approving the Grant Agreement Authorizing the City's Application for Grant Funding in the Amount of \$3,000 through the Office of Secretary of State, Archives and Records Management Division.
5. Consider Approving the Revised Local Agency Federal Aid Project Prospectus and Local Agency Agreement Supplement No. 2 with WSDOT for Efficient Use of Grant Funds for the Citywide Intersection Improvement Project.
6. Consider the Intergovernmental Agreement with Snohomish County for Diversion Center Participation.
7. Approval of the June 5, 2018 Payroll in the Amount of \$1,996,686.78, Paid by EFT Transactions and Check Numbers 31572 through 31616.
8. Approval of the June 6, 2018 Claims in the Amount of \$3,887,905.22 Paid by EFT Transactions and Check Number 125027 through 125145 with Check Number 124607 Voided.

Motion made by Councilmember Norton, seconded by Councilmember King, to approve Consent Agenda items 1 and 3-8. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

2. Consider Approving a Resolution Adopting a Six-Year Transportation Improvement Plan (2019-2024) for the City of Marysville.

City Engineer Jeff Laycock presented the Six-Year Transportation Improvement Plan (TIP) as contained in the Council packet. He explained it is basically the same program as last year. The total program cost is \$399 million, and 2018 estimated program is \$45 million. He discussed funding sources from the City (Real Estate Excise Tax, Motor Vehicle Fuel Tax, Traffic Impact Fees and Mitigations, bonds or loans, and Transportation Benefit District) and other funds such as Local Improvement Districts, federal and state grants, Snohomish County, WSDOT and Washington State Department of Commerce. He highlighted projects that have been completed or are in progress as well as other projects in the TIP.

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Director Nielsen gave an update on projects as they relate to the grant funding. Staff is looking at the infra-grant as it relates to the north area (the interchange and overcrossing at 156th Street over the tracks).

Councilmember Toyer asked about the “unfunded” projects. Mr. Laycock replied they might come from grants or be pushed out.

Councilmember King asked if there are any plans on 47th Avenue between 3rd Street and 528 or up to 5th on the west side. Mr. Laycock stated they would be doing some intersection improvements there along with 1st Street bypass to improve operations. He acknowledged that there is a gap in the sidewalks along that strip which can be looked at.

The public hearing was opened at 7:55 p.m.

Public Testimony:

Robert Weiss, 6325 83rd Avenue NE, Marysville, WA, (spoke above under Audience Participation)

Lauren Schockley-Lehn, 8723 55th Avenue NE, Marysville, WA 98270, spoke regarding 88th Street Road Improvement. She commented that she lives on an intersection that was already done three years ago and now the street is going to be widened again. She agrees that it needs to be widened, but expressed concern about having both a bike lane and a sidewalk noting that the bike lanes which would have to end at the intersection. She recommended that they do a paved walkway which can be used by both walkers and bikes.

Mr. Laycock explained that staff would be working with the homeowners throughout the project area to discuss options. Director Nielsen concurred and indicated they would continue to look at options. Ms. Schockley-Lehn asked that the residents be kept more involved in the planning process.

Seeing no further public testimony, the public hearing was closed at 8:01 p.m.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to approve Resolution No. 2446. **Motion** passed unanimously (7-0).

New Business

Legal

Mayor's Business

9. Consider Approval of the Salary Commission Reappointments: Amanda Garlock, Shelly Ganje, and Joel Faber.

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Motion made by Councilmember Norton, seconded by Councilmember King, to approve the Salary Commission Reappointment of Amanda Garlock. **Motion** passed unanimously (7-0).

Motion made by Councilmember King, seconded by Councilmember Muller, to approve the Salary Commission Reappointment of Shelly Ganje. **Motion** passed unanimously (7-0).

Motion made by Councilmember Stevens, seconded by Councilmember James, to approve the Salary Commission Reappointment of Joel Faber. **Motion** passed unanimously (7-0).

Legal

Mayor's Business

Mayor Nehring commented that it's a busy week of Strawberry Festival activities.

Staff Business

Asst. Chief Goldman stated that MaryFest Operation Plans are underway.

Sandy Langdon followed up on bond information requested by Councilmember Norton. She estimated that based on the forecast and the premium received when the bond was sold, they would save about \$1.2 million over the 20-year period.

Jon Walker stated the need for a closed session to discuss collective bargaining.

Dave Koenig reviewed the positive things that Marysville has done to encourage affordable housing.

Chief McFalls reported that the Fire Department is also looking forward to a fun and safe Strawberry Festival week.

Tara Mizell had no comments

Kevin Nielsen:

- 116th Street Intersection signal work will be done tomorrow
- He gave an update on the demo and salvage ordinance.

Gloria Hirashima had no comments.

Call on Councilmembers

Jeff Vaughan:

- He appreciated the TIP presentation tonight. He is impressed with all they have done with transportation. He also appreciates all the work done by staff and the cooperation with legislators.
- He commented that Marysville is in a good position with housing. Having enough supply will help to meet demand and keep prices low. He spoke to the need to continue to expedite the permitting process. He also pointed out that citizens do not want the entire city paved over with houses. He noted that the City has set aside many acres in the north end for jobs in the future. He commended the foresight and planning of previous councils.

Mark James stated that he has been attending HAM radio classes at city hall.

Tom King:

- Connie Mennie and Commanders Wade and Thomas came to his Kiwanis Club meeting and gave a nice presentation on the criminal justice tax. It appeared to be well received.
- On Saturday, Strawberry Festival kicked off with Kids Day at Asbury Fields. Thanks to Fire and Police for having their rigs there.
- He commended Public Works on the sidewalks.

Michael Stevens:

- He enjoys the TIP presentation and noted that the unfunded projects list seems to be shrinking over the years. He spoke to the ability of staff to leverage funds.

Rob Toyer asked how many partner agencies help with Strawberry Festival weekend. Asst. Chief Goldman replied that in addition to Marysville's resources, they have help from Lynnwood, Lake Stevens, Arlington, and the Sheriff's Office.

Steve Muller:

- Quinn Street looks great. The whole corridor is changing and improving. It looks really good.
- He is looking forward to Strawberry Festival.
- Connie Mennie and Commanders Wade and Thomas also gave their presentation at the Historical Society. He also thought it was well received.

Kamille Norton:

- She thanked Finance Director Langdon for reporting back to the Council regarding the money saved.
- Thanks to Jeff Laycock for the TIP presentation.
- Thanks to Robert Weiss, Lauren Schockley-Lehn, and Kresha Green for coming to speak on issues.

Adjournment

The meeting was adjourned at 8:17 p.m.

DRAFT

Approved this _____ day of _____, 2018.

Mayor
Jon Nehring

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 9, 2018

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the June 20, 2018 claims in the amount of \$931,291.56 paid by EFT transactions and Check No. 125305 through 125479 with Check No. 125082 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-6

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$931,291.56 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 125305 THROUGH 125479 WITH CHECK NO. 125082 VOIDED.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **9th DAY OF JULY 2018.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/14/2018 TO 6/20/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125305	AAA & D NW ENVIRONME	REMOVE & DISPOSE OF FLOORING	GMA - STREET	1,745.60
125306	ALPINE PRODUCTS INC	THERMO BAGS	TRAFFIC CONTROL DEVICES	13,423.11
125307	ANDERSON, ABIGAIL	CLASS REFUND	PARKS-RECREATION	28.00
125308	APS, INC.	INK	LEGAL - PROSECUTION	43.07
	APS, INC.		CITY CLERK	43.10
	APS, INC.		EXECUTIVE ADMIN	43.10
	APS, INC.		FINANCE-GENL	43.10
	APS, INC.		PERSONNEL ADMINISTRATIO	43.10
	APS, INC.		UTILITY BILLING	43.10
125309	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM	LINEN SERVICE @ OPERA HOUSE	OPERA HOUSE	57.45
	ARAMARK UNIFORM	UNIFORM CLEANING	EQUIPMENT RENTAL	70.75
125310	ARBOGAST, GINA		WATER/SEWER OPERATION	235.12
125311	AUTOMATIC WILBERT	SLOPED CURB & NOSING	TRANSPORTATION MANAGEM	4,123.98
125312	BICKFORD FORD	DOOR MOULDING-#P170	EQUIPMENT RENTAL	43.55
125313	BIEHL & BIEHL, INC.	REDELIVERY FEES-#6076477	SUNNYSIDE FILTRATION PLAI	30.00
125314	BILLING DOCUMENT SPE	UB-TRANSACTION FEES	UTILITY BILLING	2,339.75
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,853.51
125315	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	271.01
125316	BOB'S HEATING & A/C	OVERPAYMENT REFUND	NON-BUS LICENSES AND PEF	6,730.00
125317	BOND, TODD & LISA		WATER/SEWER OPERATION	428.72
125318	BOTESCH, NASH & HALL	PROGRAMMING & EXPENSES	PUBLIC SAFETY FAC-GENL	31,510.00
125319	BRANOM INSTRUMENT CO	ONSITE METER FLOW VERIFICATION	SUNNYSIDE FILTRATION PLAI	960.08
	BRANOM INSTRUMENT CO		SOURCE OF SUPPLY	960.08
	BRANOM INSTRUMENT CO		WATER RESERVOIRS	960.08
125320	BRYANT, STEVE	LICENSE REIMBURSEMENT	UTIL ADMIN	102.00
125321	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	211.50
125322	CASCADE COLUMBIA	POLY ALUMINIM CHLORIDE	WASTE WATER TREATMENT F	12,830.71
125323	CDW GOVERNMENT INC	CAMERA MOUNTING KIT	COMPUTER SERVICES	133.64
125324	CENTRAL WELDING SUPP	VESTS-SAFETY INVENTORY	ER&R	22.09
	CENTRAL WELDING SUPP	GLOVES-INVENTORY	ER&R	181.61
	CENTRAL WELDING SUPP	RAIN BIBS-INVENTORY	ER&R	295.88
	CENTRAL WELDING SUPP	VESTS-SAFETY INVENTORY	ER&R	397.95
125325	CHENNAULT, KARI	TRAVEL REIMBURSEMENT	UTIL ADMIN	53.97
125326	CHUL JOON KIM	INTERPRETER SERVICES	COURTS	125.00
125327	CODE PUBLISHING	ORDINANCE & WEB UPDATES	CITY CLERK	78.32
	CODE PUBLISHING	ANNUAL WEB FEES	CITY CLERK	350.00
125328	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
125329	COOP SUPPLY	WATERING CAN	ROADWAY MAINTENANCE	7.63
	COOP SUPPLY	K-9 DOG FOOD	K9 PROGRAM	26.16
	COOP SUPPLY	FIRE HOSE NOZZLE	PARK & RECREATION FAC	29.44
125330	COUEY, JOSHUA W	PERFORMANCE	RECREATION SERVICES	800.00
125331	COUNTRY GREEN TURF	TURF	ROADSIDE VEGETATION	79.83
125332	CRAIN, JASON	TRAVEL REIMBURSEMENT	UTIL ADMIN	258.90
125333	CROSSMATCH TECHNOLOG	DUPLICATE PAYMENT CREDIT	DETENTION & CORRECTION	-2,045.44
	CROSSMATCH TECHNOLOG	CROSS MATCH FINGERPRINTING	DETENTION & CORRECTION	3,570.00
	CROSSMATCH TECHNOLOG		DETENTION & CORRECTION	6,300.00
125334	CTS LANGUAGE LINK	PHONE INTERPRETER	LEGAL - PROSECUTION	13.58
	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	37.08
	CTS LANGUAGE LINK		COURTS	72.64
125335	CUMMINS NORTHWEST	INDICATOR LIGHTS FOR GENERATOR	SEWER LIFT STATION	95.14
	CUMMINS NORTHWEST	INSPECTION/TRANSFER TEST	SEWER LIFT STATION	592.45
	CUMMINS NORTHWEST	REPAIR TRANSFER SWITCH	SEWER LIFT STATION	3,105.97
125336	DAILY JOURNAL OF COM	LEGAL ADVERTISEMENT	GMA - STREET	152.00
125337	DELL	22" MONITOR	PROBATION	215.79
125338	DICKS TOWING	TOWING 18-11755	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-11957	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-11967	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-12400	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-12609	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-1830198	POLICE PATROL	43.64

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/14/2018 TO 6/20/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125338	DICKS TOWING	TOWING 18-20201	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-23993	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-275587	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-27776	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-27974	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-28628	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-29939	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-7443	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-AZH0878	POLICE PATROL	43.64
	DICKS TOWING	TOWING-#808	EQUIPMENT RENTAL	43.64
	DICKS TOWING	UNLOCK SERVICE	POLICE PATROL	70.00
	DICKS TOWING	TOWING-#J025	EQUIPMENT RENTAL	212.75
125339	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-13.98
	DIGITAL DOLPHIN SUPP		POLICE PATROL	167.58
125340	DOBYNS FAMILY LLC		WATER/SEWER OPERATION	128.75
125341	DONNELSON ELECTRIC	REPLACE HEATER & T-STAT	MAINT OF GENL PLANT	387.31
125342	E&E LUMBER	HOSE REPAIR	HYDRANTS	7.62
	E&E LUMBER	SUPPLIES	ROADWAY MAINTENANCE	8.99
	E&E LUMBER	AIR FRESHENERS, FASTENERS	PARK & RECREATION FAC	9.18
	E&E LUMBER	CABLE TIE, ADAPTER, ETC	PARK & RECREATION FAC	9.91
	E&E LUMBER	SUPPLIES	SIDEWALKS MAINTENANCE	10.26
	E&E LUMBER	CABLE TIES	OPERA HOUSE	15.03
	E&E LUMBER	PAINT STRAINERS	TRAFFIC CONTROL DEVICES	21.96
	E&E LUMBER	ZIP TIES	PARK & RECREATION FAC	25.10
	E&E LUMBER	PVC, RAGS	PARK & RECREATION FAC	27.73
	E&E LUMBER	PLYWOOD, FASTENERS	PARK & RECREATION FAC	28.21
	E&E LUMBER	SEAT DRAIN VALVE	WATER DIST MAINS	38.11
	E&E LUMBER	WEED & FEED	ROADSIDE VEGETATION	47.12
	E&E LUMBER	GARBAGE CANS	PARK & RECREATION FAC	48.16
	E&E LUMBER	LUMBER	SIDEWALKS MAINTENANCE	79.76
	E&E LUMBER	TOTE, PAINT THINNER, BRUSHES,	HYDRANTS	84.50
	E&E LUMBER	PAINT, SUPPLIES	PARK & RECREATION FAC	84.67
	E&E LUMBER	MAILBOX REPAIR	ROADSIDE VEGETATION	117.88
	E&E LUMBER	STAKES, NAILS, DOUGLAS FIR	SIDEWALKS MAINTENANCE	163.63
	E&E LUMBER	WOOD, RATCHETS, PAINT, FASTENE	ROADWAY MAINTENANCE	215.42
125343	ECONOMY FENCE CENTER	FENCE RENTAL	WATER CAPITAL PROJECTS	1,483.76
125344	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	189.00
125345	ENDRES, ERIC	PERFORMANCE	RECREATION SERVICES	675.00
125346	ENGINEERED PROCESS	MODULE & TERMINAL BLOCK ASSEMB	WATER RESERVOIRS	974.77
	ENGINEERED PROCESS		PUMPING PLANT	974.78
125347	EVERETT HYDRAULICS	SOLENOID VALVE-#H005	EQUIPMENT RENTAL	171.22
125348	EVERETT SOUND MACHIN	REBUILD SCREW COMPACTOR-WWTP	WASTE WATER TREATMENT F	905.03
125349	EVERETT, CITY OF	ANIMAL SHELTER FEES	COMMUNITY SERVICES UNIT	2,035.00
125350	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-92.61
	EVIDENT, INC.		POLICE PATROL	1,110.37
125351	EWING IRRIGATION	HERBICIDES, PARTS, ETC	ROADSIDE VEGETATION	837.99
125352	FERRELLGAS	PROPANE	ROADWAY MAINTENANCE	100.35
	FERRELLGAS		TRAFFIC CONTROL DEVICES	100.35
	FERRELLGAS		ROADWAY MAINTENANCE	101.89
	FERRELLGAS		TRAFFIC CONTROL DEVICES	101.90
125353	FRONTIER COMMUNICATI	PHONE CHARGES	CITY CLERK	9.06
	FRONTIER COMMUNICATI		CRIME PREVENTION	9.06
	FRONTIER COMMUNICATI		COMMUNITY CENTER	9.06
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	9.06
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	9.06
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	9.06
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	18.12

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/14/2018 TO 6/20/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125353	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY SERVICES UNIT	27.18
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	27.18
	FRONTIER COMMUNICATI		STORM DRAINAGE	27.18
	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	31.64
	FRONTIER COMMUNICATI		RECREATION SERVICES	31.64
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	34.00
	FRONTIER COMMUNICATI	PHONE CHARGES	PERSONNEL ADMINISTRATIOI	36.24
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	36.24
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	36.24
	FRONTIER COMMUNICATI		FINANCE-GENL	45.30
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	45.30
	FRONTIER COMMUNICATI		YOUTH SERVICES	45.30
	FRONTIER COMMUNICATI		RECREATION SERVICES	45.30
	FRONTIER COMMUNICATI		LEGAL-GENL	45.30
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	45.30
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	53.64
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	59.37
	FRONTIER COMMUNICATI	PHONE CHARGES	COMPUTER SERVICES	63.40
	FRONTIER COMMUNICATI		UTILITY BILLING	63.42
	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION PLAI	63.81
	FRONTIER COMMUNICATI	PHONE CHARGES	EXECUTIVE ADMIN	72.48
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	72.48
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	72.48
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	81.54
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	81.98
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIOI	86.00
	FRONTIER COMMUNICATI	PHONE CHARGES	WASTE WATER TREATMENT F	90.60
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	108.72
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	117.78
	FRONTIER COMMUNICATI	ACCT #36065755320112185	OPERA HOUSE	118.54
	FRONTIER COMMUNICATI	PHONE CHARGES	DETENTION & CORRECTION	126.84
	FRONTIER COMMUNICATI		UTIL ADMIN	135.90
	FRONTIER COMMUNICATI		ENGR-GENL	144.96
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	181.20
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION PLAI	212.56
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	258.03
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE PATROL	416.75
125354	GALLAWAY, MAC & THER		WATER/SEWER OPERATION	52.79
	GALLAWAY, MAC & THER		WATER/SEWER OPERATION	114.11
125355	GALLS, LLC	PANTS-BOGGS, D	COMMUNITY SERVICES UNIT	163.62
	GALLS, LLC	UNIFORM, VEST-SCHMIDT, D	DETENTION & CORRECTION	1,070.40
125356	GARDNER BAY CONSULT	PROFESSIONAL SERVICES	GMA-PARKS	2,862.70
125357	GILLINGS, FRED	TRAVEL REIMBURSEMENT	MUNICIPAL COURTS	235.56
125358	GOODNER, MICHAEL RAY	CPL REFUND	GENL FUND N/BUS LIC & PER	4.00
	GOODNER, MICHAEL RAY		GENERAL FUND	12.00
	GOODNER, MICHAEL RAY		POLICE-SECURITY	14.00
	GOODNER, MICHAEL RAY		GENERAL FUND	18.00
125359	GRAINGER	MOSQUITO SPRAY-INVENTORY	ER&R	75.15
	GRAINGER	SAFETY GLASSES	PARK & RECREATION FAC	81.62
	GRAINGER	HOSES, TIRES	PARK & RECREATION FAC	219.58
	GRAINGER	SPORT DRINK MIX	MAINT OF GENL PLANT	232.72
	GRAINGER	SPILL KIT	ER&R	651.28
125360	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	119.60
	GRANITE CONST		ROADWAY MAINTENANCE	1,048.23
125361	GRAVITY PAYMENTS	PAYMENT PROCESSING	UTILITY BILLING	10,686.81
125362	GRAY AND OSBORNE	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	412.98
	GRAY AND OSBORNE		STORM DRAINAGE	481.81
125363	GREENSHIELDS	PAINT	POLICE PATROL	52.55
	GREENSHIELDS	GAS CAN, TRIMMER LINE	PARK & RECREATION FAC	123.80
125364	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/14/2018 TO 6/20/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125365	HD FOWLER COMPANY	UNIVERSAL LOCKING OUTLET	STORM DRAINAGE	4.73
	HD FOWLER COMPANY	BRASS ADAPTORS	WATER DIST MAINS	10.72
	HD FOWLER COMPANY	BRASS PARTS-PRV-27	WATER DIST MAINS	17.50
	HD FOWLER COMPANY	PVC ELBOWS, PIPES, ETC	STORM DRAINAGE	28.77
	HD FOWLER COMPANY	PVC PIPE HAND SAW	ROADSIDE VEGETATION	31.96
	HD FOWLER COMPANY	SPRAY NOZZLE	ROADSIDE VEGETATION	43.12
	HD FOWLER COMPANY	SPRINKLERS	PARK & RECREATION FAC	48.88
	HD FOWLER COMPANY	SOLENOID, CONNECTOR, ETC	ROADSIDE VEGETATION	51.15
	HD FOWLER COMPANY	COUPLINGS, PVC PIPE HAND SAW,	ROADSIDE VEGETATION	68.48
	HD FOWLER COMPANY	RENTAL OF TEST PUMP	WATER DIST MAINS	87.12
	HD FOWLER COMPANY	BALL VALVE, COUPLING, PVC PIPE	WASTE WATER TREATMENT F	155.99
	HD FOWLER COMPANY	REPAIR CLAMP	WATER DIST MAINS	186.86
	HD FOWLER COMPANY	OUTLETS, PLUGS, SEWER PIPE, ET	STORM DRAINAGE	353.13
125366	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	OPERA HOUSE	35.00
125367	HOGUE, KRYSTAL	CLASS REFUND	PARKS-RECREATION	10.00
125368	HOME DEPOT	LOCKING MAILBOX	ROADSIDE VEGETATION	85.73
125369	HOPKINS, CARRIE	CLASS REFUND	PARKS-RECREATION	10.00
125370	HUDSON, LELAND		PARKS-RECREATION	249.00
125371	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
125372	INTERFACE SYSTEMS	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	4,500.00
125373	JOE HALL CONSTRUCTIO	HYDRANT METER	WATER-UTILITIES/ENVIRONM	-317.30
	JOE HALL CONSTRUCTIO		WATER/SEWER OPERATION	1,150.00
125374	KING, SHERRY JO	PROTEM SERVICES	MUNICIPAL COURTS	1,100.00
125375	KINGSFORD, ANDREA	EVENT SUPPLIES REIMBURSEMENT	RECREATION SERVICES	17.28
	KINGSFORD, ANDREA		RECREATION SERVICES	43.60
125376	KNEBEL COMPANY	ASBESTOS TESTING	GMA - STREET	3,640.00
125377	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	1,166.20
125378	LAKESWOOD SCHOOL DIST	MITIGATION FEES	SCHOOL MIT FEES	11,407.00
125379	LASTING IMPRESSIONS	SWEATSHIRTS, T-SHIRTS-INVENTOR	ER&R	397.45
125380	LES SCHWAB TIRE CTR	TIRE VALVE STEMS	EQUIPMENT RENTAL	98.19
125381	LESTER, DONALD L & C		WATER/SEWER OPERATION	22.59
125382	LINCOLN, DEAN		WATER/SEWER OPERATION	199.81
125383	LINDQUIST, KANYON	CLASS REFUND	PARKS-RECREATION	60.00
125384	LIVE OUT LOUD	EMPLOYEE TRAINING	EXECUTIVE ADMIN	400.00
125385	LOWES HIW INC	PARKS SUPPLIES	PARK & RECREATION FAC	29.85
	LOWES HIW INC		PARK & RECREATION FAC	30.09
	LOWES HIW INC	AIR FRESHENERS	MAINT OF GENL PLANT	41.37
	LOWES HIW INC	CHROME COVER, TIE DOWNS, EXTIN	MAINT OF GENL PLANT	153.74
	LOWES HIW INC	CONTRACTOR TRASH BAGS	ER&R	403.89
125386	LYNN, TAYLA	PERFORMANCE	OPERA HOUSE	1,800.00
125387	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICES	GMA-PARKS	67,628.54
125388	MARYSVILLE NOON ROTA	MEMBER DUES-PD	POLICE ADMINISTRATION	525.00
125389	MARYSVILLE PRINTING	BUSINESS CARDS-EGGERTSEN	LEGAL-GENL	106.29
	MARYSVILLE PRINTING	BUSINESS CARDS-D. LEE	POLICE PATROL	116.19
	MARYSVILLE PRINTING	YEAR IN REVIEW	MUNICIPAL COURTS	134.19
125390	MARYSVILLE, CITY OF	UTILITIES-17906 43RD AVE NE	WATER FILTRATION PLANT	55.12
	MARYSVILLE, CITY OF	UTILITIES-15524 SMKY PT BLVD	PUBLIC SAFETY BLDG	161.02
	MARYSVILLE, CITY OF	UTILITIES-6302 152ND ST NE	PARK & RECREATION FAC	562.93
	MARYSVILLE, CITY OF	UTILITIES-6302 152ND ST NE #1R	PARK & RECREATION FAC	850.08
125391	MCAVOY LAW, PLLC	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
125392	MCKENNA, DAVID	DRY CLEANING	POLICE PATROL	45.82
125393	MCLOUGHLIN & EARDLEY	STROBE POWER SUPPLY	EQUIPMENT RENTAL	390.81
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	390.81
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	390.81
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	390.81
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	390.81
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	390.81
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	390.81
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	390.81
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	390.81
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	781.59

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/14/2018 TO 6/20/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125394	MOBILEGUARD, INC.	TEXT MESSAGING ARCHIVING	ENGR-GENL	6.55
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	6.55
	MOBILEGUARD, INC.		RECREATION SERVICES	6.55
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATIO	6.55
	MOBILEGUARD, INC.		SOLID WASTE OPERATIONS	6.55
	MOBILEGUARD, INC.		OFFICE OPERATIONS	13.10
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	13.10
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	13.10
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	19.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	19.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	19.65
	MOBILEGUARD, INC.		GENERAL SERVICES - OVERF	19.65
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	19.65
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	32.75
	MOBILEGUARD, INC.		STORM DRAINAGE	32.75
	MOBILEGUARD, INC.		YOUTH SERVICES	39.30
	MOBILEGUARD, INC.		WASTE WATER TREATMENT F	52.40
	MOBILEGUARD, INC.		POLICE INVESTIGATION	58.95
	MOBILEGUARD, INC.		DETENTION & CORRECTION	72.05
	MOBILEGUARD, INC.		UTIL ADMIN	72.05
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	85.15
	MOBILEGUARD, INC.		COMPUTER SERVICES	85.55
	MOBILEGUARD, INC.		POLICE PATROL	294.75
125395	MORA, GLENN		WATER/SEWER OPERATION	9.60
125396	MOREY, LORRIE		WATER/SEWER OPERATION	15.23
125397	MORGAN, ALLAN & CARI		WATER/SEWER OPERATION	205.04
125398	MOSS, JOHN & SHERYL		WATER/SEWER OPERATION	27.33
125399	MOTOR TRUCKS	DIAGNOSE & REPAIR OIL LEAK-#J0	EQUIPMENT RENTAL	2,547.67
125400	MOUNTAIN MIST	WATER COOLER RENTAL & WATER	SOLID WASTE OPERATIONS	18.98
	MOUNTAIN MIST		SEWER MAIN COLLECTION	18.98
	MOUNTAIN MIST		WASTE WATER TREATMENT F	18.99
125401	NORTH SOUND HOSE	HOSES, TEFLON	STORM DRAINAGE	66.41
125402	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	590.10
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	590.10
	NORTHSTAR CHEMICAL		WATER FILTRATION PLANT	667.50
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	667.50
125403	NORTHWESTERN AUTO	REPAIR LEFT REAR DAMAGE-#V032	EQUIPMENT RENTAL	2,562.13
125404	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	7.94
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	7.94
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	21.81
	OFFICE DEPOT		POLICE ADMINISTRATION	25.08
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	38.23
	OFFICE DEPOT		UTIL ADMIN	46.28
	OFFICE DEPOT		ENGR-GENL	46.28
	OFFICE DEPOT		COMPUTER SERVICES	49.97
	OFFICE DEPOT		DETENTION & CORRECTION	59.35
	OFFICE DEPOT		COMPUTER SERVICES	67.18
	OFFICE DEPOT		POLICE PATROL	68.23
	OFFICE DEPOT		POLICE PATROL	68.53
	OFFICE DEPOT		POLICE TRAINING-FIREARMS	80.58
	OFFICE DEPOT		POLICE PATROL	99.46
	OFFICE DEPOT		COMPUTER SERVICES	105.38
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	108.39
	OFFICE DEPOT		POLICE PATROL	116.39
	OFFICE DEPOT		POLICE TRAINING-FIREARMS	128.87
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	140.19
	OFFICE DEPOT		POLICE PATROL	152.87
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	155.14
	OFFICE DEPOT		COMPUTER SERVICES	163.54
	OFFICE DEPOT		POLICE PATROL	169.49
	OFFICE DEPOT		FACILITY MAINTENANCE	189.75

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/14/2018 TO 6/20/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125404	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	322.63
	OFFICE DEPOT	STORAGE CABINET	COMPUTER SERVICES	654.58
	OFFICE DEPOT	JAIL SUPPLIES	DETENTION & CORRECTION	676.59
125405	OLASON, MONICA	INSTRUCTOR PAYMENT	OPERA HOUSE	580.00
125406	PACIFIC POWER BATTER	BATTERIES, CABLES	PARK & RECREATION FAC	20.81
	PACIFIC POWER BATTER	EXCHANGE BATTERY SA-1270	SEWER LIFT STATION	25.91
	PACIFIC POWER BATTER	BATTERIES & CORE CHARGES	SEWER LIFT STATION	236.07
125407	PACIFIC TOPSOILS	CEDAR CHIPS	PARK & RECREATION FAC	115.43
	PACIFIC TOPSOILS		PARK & RECREATION FAC	115.43
	PACIFIC TOPSOILS		PARK & RECREATION FAC	555.39
125408	PARTS STORE, THE	SPARK PLUG-#M016	EQUIPMENT RENTAL	2.41
	PARTS STORE, THE	SPARK PLUG, FUEL FILTER-#M016	EQUIPMENT RENTAL	4.46
	PARTS STORE, THE	FUEL FILTER-#M015	EQUIPMENT RENTAL	4.94
	PARTS STORE, THE	AIR FILTER-#M009	EQUIPMENT RENTAL	14.34
	PARTS STORE, THE	AIR FILTER-#M016	EQUIPMENT RENTAL	34.10
	PARTS STORE, THE	DIESEL EXHAUST FLUID FOR MOWER	ROADSIDE VEGETATION	130.79
	PARTS STORE, THE	AIR/OIL FILTERS, STABILIZER-IN	ER&R	143.49
	PARTS STORE, THE	FRONT BRAKES/ROTOR-#212	EQUIPMENT RENTAL	186.11
	PARTS STORE, THE	FRONT BRAKES/ROTOR-#J005	EQUIPMENT RENTAL	189.17
	PARTS STORE, THE	OIL/AIR FILTERS-INVENTORY	ER&R	228.53
	PARTS STORE, THE	UPPER & LOWER BALL JOINTS-#212	EQUIPMENT RENTAL	485.21
	PARTS STORE, THE	SHOP SUPPLIES	EQUIPMENT RENTAL	855.98
125409	PARTSMASTER		EQUIPMENT RENTAL	1,192.58
125410	PEACE OF MIND	MEETING MINUTES	COMMUNITY DEVELOPMENT-	158.40
125411	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	102.40
	PETROCARD SYSTEMS		ENGR-GENL	108.26
	PETROCARD SYSTEMS		STORM DRAINAGE	108.80
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	124.96
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	134.63
	PETROCARD SYSTEMS		STORM DRAINAGE	167.46
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	205.25
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	277.98
	PETROCARD SYSTEMS		PARK & RECREATION FAC	913.27
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,136.66
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	3,314.68
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	3,436.58
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,879.34
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,219.15
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,622.46
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	5,188.62
	PETROCARD SYSTEMS		POLICE PATROL	8,863.09
	PETROCARD SYSTEMS		POLICE PATROL	10,294.36
125412	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	2.73
	PGC INTERBAY LLC		PRO-SHOP	9.48
	PGC INTERBAY LLC		PRO-SHOP	43.66
	PGC INTERBAY LLC		MAINTENANCE	43.66
	PGC INTERBAY LLC		MAINTENANCE	45.00
	PGC INTERBAY LLC		PRO-SHOP	69.40
	PGC INTERBAY LLC		MAINTENANCE	101.71
	PGC INTERBAY LLC		MAINTENANCE	115.25
	PGC INTERBAY LLC		PRO-SHOP	119.19
	PGC INTERBAY LLC		PRO-SHOP	119.26
	PGC INTERBAY LLC		MAINTENANCE	128.46
	PGC INTERBAY LLC		PRO-SHOP	136.09
	PGC INTERBAY LLC		PRO-SHOP	143.00
	PGC INTERBAY LLC		MAINTENANCE	149.79
	PGC INTERBAY LLC		MAINTENANCE	159.12
	PGC INTERBAY LLC		MAINTENANCE	172.16
	PGC INTERBAY LLC		MAINTENANCE	187.18
	PGC INTERBAY LLC		PRO-SHOP	231.42
	PGC INTERBAY LLC		PRO-SHOP	256.85

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/14/2018 TO 6/20/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125412	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	409.37
	PGC INTERBAY LLC		PRO-SHOP	486.65
	PGC INTERBAY LLC		PRO-SHOP	684.00
	PGC INTERBAY LLC		MAINTENANCE	796.72
	PGC INTERBAY LLC		MAINTENANCE	925.00
	PGC INTERBAY LLC		MAINTENANCE	957.12
	PGC INTERBAY LLC		MAINTENANCE	1,330.67
	PGC INTERBAY LLC		PRO-SHOP	1,903.95
	PGC INTERBAY LLC		MAINTENANCE	2,032.59
	PGC INTERBAY LLC		MAINTENANCE	2,070.03
	PGC INTERBAY LLC		GOLF COURSE	2,204.50
	PGC INTERBAY LLC		GOLF COURSE	4,783.26
	PGC INTERBAY LLC		MAINTENANCE	5,051.20
	PGC INTERBAY LLC		PRO-SHOP	6,577.74
	PGC INTERBAY LLC		MAINTENANCE	10,321.56
125413	PILCHUCK RENTALS	MISC ITEMS	PARK & RECREATION FAC	110.73
	PILCHUCK RENTALS	MACHINE DIAGNOSIS	PARK & RECREATION FAC	111.54
	PILCHUCK RENTALS	SCISSOR LIFT RENTAL	PARK & RECREATION FAC	207.29
	PILCHUCK RENTALS	REPAIR STIHL BLOWER	ROADSIDE VEGETATION	239.39
	PILCHUCK RENTALS	REPAIR SAW	ROADSIDE VEGETATION	239.95
	PILCHUCK RENTALS	TOWER LIGHT RENTALS	WATER DIST MAINS	294.57
	PILCHUCK RENTALS	TRIMMERS, LINE, KWIK LOADER	STORM DRAINAGE	1,487.85
125414	PLATT ELECTRIC	RELAYS-WWTP & SOPER HILL LS	SEWER LIFT STATION	22.24
	PLATT ELECTRIC	TRAILER PARTS	TRAFFIC CONTROL DEVICES	39.71
	PLATT ELECTRIC	CONNECTOR-WWTP	WASTE WATER TREATMENT F	53.31
	PLATT ELECTRIC		WASTE WATER TREATMENT F	53.31
	PLATT ELECTRIC	TRAILER PARTS	TRAFFIC CONTROL DEVICES	55.86
	PLATT ELECTRIC	EOC SUPPLIES	COMPUTER SERVICES	76.36
	PLATT ELECTRIC	SUPPLIES-WWTP & SOPER HILL LS	WASTE WATER TREATMENT F	92.00
	PLATT ELECTRIC		SEWER LIFT STATION	112.25
	PLATT ELECTRIC	RELAYS-WWTP & SOPER HILL LS	WASTE WATER TREATMENT F	138.21
	PLATT ELECTRIC	CAMERA PARTS FOR EBAY WATERFRO	COMPUTER SERVICES	141.21
	PLATT ELECTRIC	CABLE-SOPER HILL LS	SEWER LIFT STATION	211.06
	PLATT ELECTRIC	CAMERA SYSTEM PARTS FOR EBAY W	COMPUTER SERVICES	218.84
	PLATT ELECTRIC	MONITOR RELAYS	SEWER LIFT STATION	1,307.41
125415	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-1.59
	POLICE & SHERIFFS PR		POLICE PATROL	19.08
125416	PORT GARDNER MANAGEM		WATER/SEWER OPERATION	170.00
125417	POSTAL SERVICE	POSTAGE REIMBURSEMENT	COMMUNITY DEVELOPMENT-	85.64
	POSTAL SERVICE		UTIL ADMIN	100.87
125418	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	60.00
125419	PROFORCE LAW ENFORC	HOLSTER	POLICE PATROL	42.07
	PROFORCE LAW ENFORC	TASER CARTRIDGES	POLICE PATROL	1,498.49
125420	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	8.10
	PUD	ACCT #2052-8364-1	STREET LIGHTING	9.08
	PUD	ACCT #2050-2647-6	STREET LIGHTING	11.01
	PUD	ACCT #2021-7786-1	PUMPING PLANT	16.20
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	16.44
	PUD	ACCT #2045-8436-1	STREET LIGHTING	17.16
	PUD	ACCT #2050-2647-6	STREET LIGHTING	17.21
	PUD	ACCT #2213-0349-8	STREET LIGHTING	21.61
	PUD	ACCT #2200-2050-7	STREET LIGHTING	22.08
	PUD	ACCT #2045-8436-1	STREET LIGHTING	22.74
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	24.27
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	26.74
	PUD	ACCT #2216-1040-5	STREET LIGHTING	31.38
	PUD	ACCT #2048-2969-1	STREET LIGHTING	35.28
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	38.72
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	44.39
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	50.18
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	54.74

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/14/2018 TO 6/20/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125420	PUD	ACCT #2039-9634-3	STREET LIGHTING	55.41
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	92.61
	PUD	ACCT # 2012-2506-7	PARK & RECREATION FAC	94.40
	PUD	ACCT #2023-6819-7	PUMPING PLANT	101.50
	PUD	ACCT #2025-7611-2	STREET LIGHTING	126.79
	PUD	ACCT #2033-4458-5	STREET LIGHTING	203.39
	PUD	ACCT #2200-2051-1	STREET LIGHTING	204.80
	PUD	ACCT #2008-1280-8	PUMPING PLANT	215.42
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	315.01
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	550.49
	PUD	ACCT #2000-2187-1	COURT FACILITIES	998.43
	PUD	ACCT #2016-1747-9	CITY HALL	1,211.06
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,624.98
	PUD	ACCT #2010-9896-9	PUMPING PLANT	1,758.31
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,409.05
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,437.46
	PUD	ACCT #2028-8209-8	STREET LIGHTING	9,672.73
	PUD		STREET LIGHTING	15,129.15
125421	PUGET SOUND BUSINESS	ADVERTISING	GMA-PARKS	220.00
125422	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	11.57
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	33.83
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	33.83
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	33.83
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	37.23
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	39.77
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	55.86
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	60.11
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	73.66
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	83.84
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	87.22
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	183.85
125423	PUGET SOUND SECURITY	KEYS	PARK & RECREATION FAC	32.73
	PUGET SOUND SECURITY	LOCKS	PARK & RECREATION FAC	170.07
125424	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	807.68
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,423.07
125425	RAILROAD MANAGEMENT	LICENSE FEE-#305493	UTIL ADMIN	214.01
125426	RAM SPV II, LLC	RENTAL UNIT	STORM DRAINAGE	436.40
	RAM SPV II, LLC		SEWER SERV MAINT	436.40
125427	RANCOURT, JENNIFER	PROTEM SERVICES	MUNICIPAL COURTS	185.00
125428	RECREATION WITHOUT	INSTRUCTOR PAYMENT	RECREATION SERVICES	470.40
125429	RIEDERER, MELISSA L	CLASS REFUND	PARKS-RECREATION	12.00
	RIEDERER, MELISSA L		PARKS-RECREATION	32.00
	RIEDERER, MELISSA L		PARKS-RECREATION	54.00
125430	ROY ROBINSON	OIL PRESSURE SENSOR-#P154	EQUIPMENT RENTAL	69.81
125431	RUIZ, ENRIQUETA GARC		WATER/SEWER OPERATION	210.61
125432	RUSDEN, JOHN	PROTEM SERVICES	MUNICIPAL COURTS	1,100.00
125433	SCORE	INMATE HOUSING-MAY 2018	DETENTION & CORRECTION	43,800.00
125434	SEYL, TIMOTHY		WATER/SEWER OPERATION	232.29
125435	SHERWIN WILLIAMS	PAINT, STRIPING NOZZLE	TRAFFIC CONTROL DEVICES	777.65
125436	SHERWOOD, DANIEL A		WATER/SEWER OPERATION	375.24
125437	SHRED-IT US	SHREDDING SERVICES	POLICE PATROL	14.28
	SHRED-IT US		POLICE INVESTIGATION	15.00
	SHRED-IT US		DETENTION & CORRECTION	15.00
	SHRED-IT US		OFFICE OPERATIONS	15.00
125438	SHRED-IT US	SHRED SERVICE	CITY CLERK	4.56
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
125439	SMOKEY POINT CONCRET	ROCK	STORM DRAINAGE	120.04
	SMOKEY POINT CONCRET		STORM DRAINAGE	366.62
125440	SNO CO TREASURER	1183315704121-CRIME VICTIM/WIT	CRIME VICTIM	631.05
125441	SNO CO TREASURER	EXCEL TRAINING-LATIMER, K	UTIL ADMIN	50.00

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/14/2018 TO 6/20/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125442	SOCIETY FOR HUMAN	MEMBERSHIP DUES	PERSONNEL ADMINISTRATIO	209.00
125443	SONITROL	SECURITY MONITORING	STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	177.72
	SONITROL		SUNNYSIDE FILTRATION PLAI	239.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT F	575.76
125444	SOUND PUBLISHING	ORDINANCE 3093-3096 & PUBLIC H	CITY CLERK	231.21
125445	SOUND PUBLISHING	JOB POSTINGS	UTIL ADMIN	299.00
	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-	359.60
125446	SOUND PUBLISHING	EVERETT DAILY HERALD ADVERTISI	RECREATION SERVICES	249.00
	SOUND PUBLISHING		RECREATION SERVICES	249.00
	SOUND PUBLISHING		OPERA HOUSE	675.00
125447	SOUND PUBLISHING	LEGAL ADVERTISEMENT	GMA - STREET	89.30
125448	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	54.92
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	54.92
125449	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	9.79
	STAPLES		RECREATION SERVICES	20.16
	STAPLES		PARK & RECREATION FAC	83.32
	STAPLES		MUNICIPAL COURTS	236.52
125450	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	480.00
	STATE PATROL	ACCESS USER FEE	OFFICE OPERATIONS	600.00
125451	STOKES, BRANDON		WATER/SEWER OPERATION	236.58
125452	SUN BADGE CO	BADGES	GENERAL FUND	-133.54
	SUN BADGE CO		DETENTION & CORRECTION	375.35
	SUN BADGE CO		POLICE INVESTIGATION	566.87
	SUN BADGE CO		POLICE PATROL	658.79
125453	SUNRISE ENVIRONMENT	GRAFFITTI REMOVAL, BEE SPRAY	PARK & RECREATION FAC	298.84
125454	SUPPLYWORKS	JANITORIAL SUPPLIES	WASTE WATER TREATMENT F	75.45
	SUPPLYWORKS		MAINT OF GENL PLANT	199.01
	SUPPLYWORKS		WASTE WATER TREATMENT F	199.42
	SUPPLYWORKS		COURT FACILITIES	199.55
	SUPPLYWORKS		PUBLIC SAFETY BLDG	217.62
	SUPPLYWORKS		CITY HALL	228.79
	SUPPLYWORKS		UTIL ADMIN	234.81
125455	TEAM NELSON, INC.	HYDRANT METER	WATER-UTILITIES/ENVIRONM	-843.40
	TEAM NELSON, INC.		WATER/SEWER OPERATION	1,150.00
125456	THORSEN, JOHN & MARY		WATER/SEWER OPERATION	16.48
125457	THYSSENKRUPP ELEVATO	ELEVATOR MAINTENANCE-CITY HALL	CITY HALL	303.96
	THYSSENKRUPP ELEVATO	ELEVATOR MAINTENANCE-PUBLIC SA	PUBLIC SAFETY BLDG	303.96
125458	TOTEM ELECTRIC	PAY ESTIMATE #2	GMA - STREET	92,254.26
125459	TRAFFIC SAFETY SUPPL	STEEL POSTS & ANCHORS	TRANSPORTATION MANAGEM	3,086.44
125460	TRANSPO GROUP	PROFESSIONAL SERVICES	TRANSPORTATION MANAGEM	6,762.00
125461	UNIT PROCESS COMPANY	VALVE W/ ACTUATOR	WATER FILTRATION PLANT	1,607.08
125462	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	37.02
125463	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	997.92
125464	VALDEZ CONSTRUCTION	PAY ESTIMATE #1	ARTERIAL STREETS	-10,399.13
	VALDEZ CONSTRUCTION		ARTERIAL STREET-GENL	207,982.53
125465	VALLEY ELECTRIC CO	PAY ESTIMATE #5	SEWER CAPITAL PROJECTS	16,691.76
	VALLEY ELECTRIC CO		WATER CAPITAL PROJECTS	87,311.68
125466	VERIZON	WIRELESS SERVICE	CRIME PREVENTION	24.25
	VERIZON		PURCHASING/CENTRAL STOF	24.25
	VERIZON		UTILITY BILLING	48.50
	VERIZON		PERSONNEL ADMINISTRATIO	51.05
	VERIZON		EQUIPMENT RENTAL	103.83
	VERIZON		PROPERTY TASK FORCE	110.66
	VERIZON		FACILITY MAINTENANCE	110.66
	VERIZON		FINANCE-GENL	120.66

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/14/2018 TO 6/20/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125466	VERIZON	WIRELESS SERVICE	LEGAL-GENL	120.66
	VERIZON		LEGAL - PROSECUTION	175.99
	VERIZON		RECREATION SERVICES	179.48
	VERIZON		PARK & RECREATION FAC	183.41
	VERIZON		OFFICE OPERATIONS	207.66
	VERIZON		MUNICIPAL COURTS	246.01
	VERIZON		SOLID WASTE CUSTOMER EX	249.33
	VERIZON		COMMUNITY SERVICES UNIT	261.33
	VERIZON		EXECUTIVE ADMIN	286.65
	VERIZON		WATER SUPPLY MAINS	320.08
	VERIZON		DETENTION & CORRECTION	325.15
	VERIZON		YOUTH SERVICES	331.98
	VERIZON		WATER QUAL TREATMENT	350.28
	VERIZON		SOLID WASTE OPERATIONS	440.11
	VERIZON		WASTE WATER TREATMENT F	440.25
	VERIZON		GENERAL SERVICES - OVERH	539.47
	VERIZON		COMPUTER SERVICES	542.10
	VERIZON		COMMUNITY DEVELOPMENT-	553.65
	VERIZON		STORM DRAINAGE	632.83
	VERIZON		ENGR-GENL	642.32
	VERIZON		POLICE ADMINISTRATION	738.22
	VERIZON		POLICE INVESTIGATION	773.65
	VERIZON		UTIL ADMIN	1,782.23
	VERIZON		POLICE PATROL	4,831.25
125467	WA STATE TREASURER	PS REVENUE	GENERAL FUND	312.00
	WA STATE TREASURER		GENERAL FUND	39,256.64
125468	WALLACE, JOHN & AMY		WATER/SEWER OPERATION	23.57
125469	WASHINGTON STATE UNV	IMSA-NW CONFERENCE	TRANSPORTATION MANAGEM	875.00
125470	WASTE MANAGEMENT	CREDIT ADJUSTMENT	RECYCLING OPERATION	-95.92
	WASTE MANAGEMENT	LATE PYMT FEE	RECYCLING OPERATION	65.04
	WASTE MANAGEMENT		RECYCLING OPERATION	65.04
	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	2,697.63
125471	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	258.73
125472	WESTERN GRAPHICS	INSTALL GRAPHICS-#P190 & P191	EQUIPMENT RENTAL	218.20
	WESTERN GRAPHICS		EQUIPMENT RENTAL	218.20
125473	WESTERN PETERBILT	SLACK ADJUSTER-INVENTORY	ER&R	72.65
	WESTERN PETERBILT	SLACK ADJUSTERS-INVENTORY	ER&R	452.27
	WESTERN PETERBILT	DRIVER'S SEAT-#J024	EQUIPMENT RENTAL	595.68
125474	WHITE CAP CONSTRUCT	RAINGUARD COLUMNS, GLOVES	TRANSPORTATION MANAGEM	240.39
	WHITE CAP CONSTRUCT	CAULKING GUN, CAULK	PARK & RECREATION FAC	493.56
125475	WILBUR-ELLIS	HERBICIDE	WASTE WATER TREATMENT F	1,573.79
125476	WISE, CJ	CLASS REFUND	PARKS-RECREATION	85.00
125477	WOODALL, MARIBETH		PARKS-RECREATION	60.00
125478	YAKIMA COUNTY DOC	INMATE HOUSING-MAY 2018	DETENTION & CORRECTION	9,768.40
125479	ZEE MEDICAL SERVICE	ANTIBIOTIC OINTMENT	MAINT OF GENL PLANT	7.47

WARRANT TOTAL: **931,641.56**

CHECK # 125082 INITIATOR ERROR (350.00)

931,291.56

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 9, 2018

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the June 27, 2018 claims in the amount of \$543,762.50 paid by EFT transactions and Check No. 125480 through 125615 with Check No. 123265 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-6

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$543,762.50 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 125480 THROUGH 125615 WITH CHECK NO. 123265 VOIDED.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **9th DAY OF JULY 2018.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/21/2018 TO 6/27/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125480	REVENUE, DEPT OF	TAXES- MAY 18	CITY CLERK	0.30
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	2.48
	REVENUE, DEPT OF		RECREATION SERVICES	36.23
	REVENUE, DEPT OF		POLICE ADMINISTRATION	38.09
	REVENUE, DEPT OF		WATER/SEWER OPERATION	558.75
	REVENUE, DEPT OF		GOLF ADMINISTRATION	721.04
	REVENUE, DEPT OF		GENERAL FUND	1,682.64
	REVENUE, DEPT OF		STORM DRAINAGE	5,890.07
	REVENUE, DEPT OF		GOLF COURSE	13,182.07
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	20,788.28
	REVENUE, DEPT OF		UTIL ADMIN	58,640.54
125481	LICENSING, DEPT OF	DEALERS LICENSE-DICKS SPORTING	GENERAL FUND	125.00
125482	LICENSING, DEPT OF	CPL BATCH 6/26/18	GENERAL FUND	2,079.00
125483	ACCOMTEMPS	PROFESSIONAL SERVICES	FINANCE-GENL	1,404.00
	ACCOMTEMPS		FINANCE-GENL	2,047.50
125484	ADAMSON POLICE PROD	FIREARMS	POLICE PATROL	6,875.00
125485	AMERICAN CLEANERS	DRY CLEANING	OFFICE OPERATIONS	21.55
	AMERICAN CLEANERS		POLICE PATROL	30.17
	AMERICAN CLEANERS		POLICE INVESTIGATION	40.91
	AMERICAN CLEANERS		POLICE ADMINISTRATION	43.10
	AMERICAN CLEANERS		CRIME PREVENTION	69.11
	AMERICAN CLEANERS		DETENTION & CORRECTION	105.51
125486	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	139.06
125487	AWWA	SUBSCRIPTION RENEWAL	WATER/SEWER OPERATION	-69.80
	AWWA		UTIL ADMIN	836.80
125488	BANK OF AMERICA	PARKING REIMBURSEMENT	ENGR-GENL	4.64
125489	BANK OF AMERICA		EXECUTIVE ADMIN	21.00
125490	BANK OF AMERICA	SUPPLY REIMBURSEMENT	LEGAL - PROSECUTION	43.63
125491	BANK OF AMERICA	DUES FOR K9 SMITH	K9 PROGRAM	50.00
125492	BANK OF AMERICA	TRAINING REIMBURSEMENT	GENERAL SERVICES - OVERH	59.90
125493	BANK OF AMERICA	REGISTRATION REIMBURSEMENT	COMMUNITY DEVELOPMENT-	75.00
125494	BANK OF AMERICA	POLICE WEEK-FLOWERS	POLICE ADMINISTRATION	180.94
125495	BANK OF AMERICA	TRAVEL REIMBURSEMENT	MUNICIPAL COURTS	206.84
125496	BANK OF AMERICA	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	320.86
125497	BANK OF AMERICA	EMBEDDED SOC WORKER EXP	EMBEDDED SOCIAL WORKER	373.87
125498	BANK OF AMERICA	SUPPLIES REIMBURSEMENT	POLICE INVESTIGATION	436.35
125499	BANK OF AMERICA	SUPPLY REIMBURSEMENT	OPERA HOUSE	13.29
	BANK OF AMERICA		COMMUNITY CENTER	36.28
	BANK OF AMERICA		PARK & RECREATION FAC	45.26
	BANK OF AMERICA		RECREATION SERVICES	58.88
	BANK OF AMERICA		EXECUTIVE ADMIN	79.00
	BANK OF AMERICA		OPERA HOUSE	210.99
125500	BANK OF AMERICA	TRAVEL/SUPPLY REIMBURSEMENT	PARK & RECREATION FAC	4.00
	BANK OF AMERICA		PARK & RECREATION FAC	8.95
	BANK OF AMERICA		OPERA HOUSE	21.80
	BANK OF AMERICA		OPERA HOUSE	64.37
	BANK OF AMERICA		OPERA HOUSE	82.93
	BANK OF AMERICA		PARK & RECREATION FAC	114.56
	BANK OF AMERICA		PARK & RECREATION FAC	173.30
125501	BANK OF AMERICA		STORM DRAINAGE	0.91
	BANK OF AMERICA		FINANCE-GENL	8.95
	BANK OF AMERICA		COMPUTER SERVICES	30.00
	BANK OF AMERICA		MUNICIPAL COURTS	87.26
	BANK OF AMERICA		PARK & RECREATION FAC	95.75
	BANK OF AMERICA		COMPUTER SERVICES	379.00
125502	BANK OF AMERICA	JAIL SUPPLIES	DETENTION & CORRECTION	617.82
125503	BANK OF AMERICA	SUPPLIES REIMBURSEMENT	GENERAL FUND	-33.58

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/21/2018 TO 6/27/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125503	BANK OF AMERICA	SUPPLIES REIMBURSEMENT	POLICE ADMINISTRATION	110.00
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	857.74
125504	BANK OF AMERICA	SUPPLY REIMBURSEMENT	YOUTH SERVICES	1,247.00
125505	BANK OF AMERICA	TRAVEL/SUPPLY REIMBURSEMENT	UTIL ADMIN	80.00
	BANK OF AMERICA		UTIL ADMIN	160.00
	BANK OF AMERICA		UTIL ADMIN	677.52
	BANK OF AMERICA		UTIL ADMIN	735.18
125506	BANK OF AMERICA	SUPPLY/TRAVEL REIMBURSEMENT	EXECUTIVE ADMIN	35.00
	BANK OF AMERICA		CITY COUNCIL	315.40
	BANK OF AMERICA		CITY COUNCIL	400.00
	BANK OF AMERICA		GMA-PARKS	459.60
	BANK OF AMERICA		EXECUTIVE ADMIN	604.71
125507	BARRON, JANET	UB REFUND	WATER/SEWER OPERATION	124.25
125508	BARRY, DENNIS		WATER/SEWER OPERATION	121.07
125509	BEACH STREET TOPSOIL	TOPSOIL	WATER DIST MAINS	32.68
125510	BICKFORD FORD	LOWER KICK PANEL TRIM-#V013	EQUIPMENT RENTAL	68.18
	BICKFORD FORD	THROTTLE BODY ACTIVATOR/GASKET	EQUIPMENT RENTAL	304.67
125511	BILLIEU, JARED	MEALS REIMBURSEMENT	UTIL ADMIN	40.00
125512	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,303.64
125513	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	263.17
	BOB BARKER COMPANY		DETENTION & CORRECTION	653.17
125514	BUELL, LARRY	TRAVEL REIMBURSEMENT	POLICE ADMINISTRATION	159.55
125515	CADMAN MATERIALS INC	ASPHALT	UTIL ADMIN	146.25
125516	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,124.85
125517	CHOOSAENGROJN, JEERA	UB REFUND	WATER/SEWER OPERATION	93.78
125518	COASTAL FARM & HOME	RUBBER BOOTS	UTIL ADMIN	34.89
	COASTAL FARM & HOME	HERBICIDE SPRAYS	STORM DRAINAGE	250.89
125519	COOP SUPPLY	K-9 DOG FOOD	K9 PROGRAM	20.71
	COOP SUPPLY	LOPPERS	STORM DRAINAGE	74.17
	COOP SUPPLY	K-9 DOG FOOD	K9 PROGRAM	195.27
	COOP SUPPLY	TOOLS	PARK & RECREATION FAC	234.53
125520	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	MUNICIPAL COURTS	33.60
	COPIERS NORTHWEST		COMMUNITY CENTER	43.45
	COPIERS NORTHWEST		GENERAL SERVICES - OVERH	104.07
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.55
	COPIERS NORTHWEST		PROBATION	147.58
	COPIERS NORTHWEST		WASTE WATER TREATMENT F	149.41
	COPIERS NORTHWEST		ENGR-GENL	160.19
	COPIERS NORTHWEST		UTILITY BILLING	171.28
	COPIERS NORTHWEST		CITY CLERK	191.05
	COPIERS NORTHWEST		FINANCE-GENL	191.05
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.26
	COPIERS NORTHWEST		PARK & RECREATION FAC	346.62
	COPIERS NORTHWEST		POLICE INVESTIGATION	362.55
	COPIERS NORTHWEST		UTIL ADMIN	383.39
	COPIERS NORTHWEST		COMMUNITY DEVELOPMENT-	476.58
	COPIERS NORTHWEST		DETENTION & CORRECTION	492.50
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATIO	593.42
	COPIERS NORTHWEST		OFFICE OPERATIONS	2,440.18
125521	COUGLIN, MEGHAN	UB REFUND	WATER/SEWER OPERATION	61.01
125522	CUMMINS NORTHWEST	DIAGNOSE GENERATOR	SEWER LIFT STATION	1,265.67
125523	D&D EXCAVATING LLC	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-68.95
	D&D EXCAVATING LLC		WATER/SEWER OPERATION	1,150.00
125524	DAOUST, JOESPH & CHR	UB REFUND	WATER/SEWER OPERATION	25.00
125525	DICKS TOWING	TOWING 18-28975	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-29093	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-29153	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-30875	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-31002	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-31069	POLICE PATROL	43.64
	DICKS TOWING		POLICE PATROL	43.64

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/21/2018 TO 6/27/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125525	DICKS TOWING	TOWING 18-31088	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-31499	POLICE PATROL	43.64
	DICKS TOWING	TOWING F150 C93647K	POLICE PATROL	43.64
125526	DISCOUNTCELL INC	IPHONE CASE & HOLSTER	COMPUTER SERVICES	180.69
125527	DOCUYANAN, ROWENA	REFUND RENTAL FEES	PARKS-RENTS & ROYALTIES	25.00
125528	DUNLAP INDUSTRIAL	SAW BLADES	MAINT OF GENL PLANT	249.51
125529	E&E LUMBER	ADAPTER	PARK & RECREATION FAC	0.51
	E&E LUMBER	TARP	GMA - STREET	16.75
	E&E LUMBER	ADHESIVES	UTIL ADMIN	24.04
	E&E LUMBER	DRILL SET, CORD CAPS	TRANSPORTATION MANAGEM	28.24
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	42.10
	E&E LUMBER	SAW/WRECKER BLADES	FACILITY MAINTENANCE	71.44
	E&E LUMBER	BARS	PARK & RECREATION FAC	77.48
	E&E LUMBER	ROOF REPAIR SUPPLIES	GMA - STREET	130.01
125530	EAGLE FENCE	FENCE REPAIR	FORESTRY MAINTENANCE	1,838.34
125531	EMME, KYLA	MILEAGE REIMBURSEMENT	EXECUTIVE ADMIN	17.97
125532	EVIDENT, INC.	EVIDENCE SUPPLIES	POLICE PATROL	61.50
125533	FASTENAL COMPANY	ALDER/GROVE HARDWARE	TRANSPORTATION MANAGEM	104.16
	FASTENAL COMPANY	DOCK MOVING HARDWARE	ROADWAY MAINTENANCE	108.34
	FASTENAL COMPANY	ALDER/GROVE HARDWARE	TRANSPORTATION MANAGEM	205.64
125534	FLOREK, IRENE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
125535	FREEMAN, KATHERINE		GENERAL FUND	500.00
125536	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	50.51
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	56.38
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	56.38
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	69.23
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	80.64
125537	FW PD LT ASSOCIAT	TRAINING-DREYER, S	POLICE TRAINING-FIREARMS	400.00
125538	GFOA	CAFR REVIEW & AWARD	FINANCE-GENL	505.00
125539	GIRVEN, LISA	UB REFUND	WATER/SEWER OPERATION	412.09
125540	GOLDEN HARVEST, INC	GATE AND COUPLER	SOURCE OF SUPPLY	5,340.45
125541	GOVCONNECTION INC	UPS REPLACEMENT BATTERIES	WATER FILTRATION PLANT	-141.14
	GOVCONNECTION INC	IS SUPPLIES	COMPUTER SERVICES	75.09
	GOVCONNECTION INC	BARRACUDA RENEWAL & UPDATES	COMPUTER SERVICES	4,583.18
125542	GRAINGER	LAB COATS	WASTE WATER TREATMENT F	74.88
	GRAINGER	GLOVES, GOGGLES-INVENTORY	ER&R	77.69
125543	GREEN RIVER CC	TRAINING-PALITZ	UTIL ADMIN	210.00
	GREEN RIVER CC	TRAINING-PETEK	UTIL ADMIN	210.00
	GREEN RIVER CC	EXAM PREP-BUELL, J	UTIL ADMIN	315.00
125544	GREENHAUS PORTABLE	PORTABLES	PARK & RECREATION FAC	525.00
	GREENHAUS PORTABLE		RECREATION SERVICES	875.00
125545	GREENSHIELDS	HOSE ASSEMBLY-#J030	EQUIPMENT RENTAL	55.36
	GREENSHIELDS	LATCH KIT, EYE HOOK-#233	EQUIPMENT RENTAL	123.41
	GREENSHIELDS	CHAIN, COUPLING LINK-#233	EQUIPMENT RENTAL	294.40
125546	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
125547	HANCOCK, MELONIE	UB REFUND	WATER/SEWER OPERATION	43.26
125548	HARBOR MARINE MAINT.	ROOF REPAIR HARDWARE	GMA - STREET	39.18
125549	HD FOWLER COMPANY	CREDIT FOR ITEMS NOT ORDERED	STORM DRAINAGE	-570.27
	HD FOWLER COMPANY	CREDIT RESTOCK CHARGE	STORM DRAINAGE	-91.10
	HD FOWLER COMPANY	INTERNAL COUPLINGS	ROADSIDE VEGETATION	12.68
	HD FOWLER COMPANY	PVC/WALL PIPES	UTIL ADMIN	464.78
	HD FOWLER COMPANY	PLASTIC LIDS FOR WATER METER	WATER DIST MAINS	1,050.89
	HD FOWLER COMPANY	CATCH BASIN FOR STORM DRAINS	STORM DRAINAGE	1,322.74
	HD FOWLER COMPANY	WATCHDOG METERS	WATER CROSS CNTL	4,529.92
125550	HEALTH, DEPT OF	REVIEW/APPROVE PROJECT REPORT	WATER CAPITAL PROJECTS	710.00
125551	HERITAGE BANK	RETAINAGE ON PAY ESTIMATE #6	SURFACE WATER CAPITAL PF	709.21
125552	HEWLETT PACKARD	PRINTER CHARGES	UTIL ADMIN	0.08
	HEWLETT PACKARD		SEWER MAIN COLLECTION	3.74

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/21/2018 TO 6/27/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125552	HEWLETT PACKARD	PRINTER CHARGES	STORM DRAINAGE	3.74
	HEWLETT PACKARD		PARK & RECREATION FAC	9.25
	HEWLETT PACKARD		POLICE PATROL	9.73
	HEWLETT PACKARD		POLICE INVESTIGATION	15.17
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	27.16
	HEWLETT PACKARD		LEGAL - PROSECUTION	47.35
	HEWLETT PACKARD		WASTE WATER TREATMENT F	55.95
	HEWLETT PACKARD		CITY CLERK	61.07
	HEWLETT PACKARD		FINANCE-GENL	61.07
	HEWLETT PACKARD		MUNICIPAL COURTS	130.78
	HEWLETT PACKARD		UTILITY BILLING	133.05
	HEWLETT PACKARD		COMPUTER SERVICES	379.87
125553	IPREO LLC	2018 LTGO POS/OS DIST SERVICES	GMA - STREET	1,250.00
125554	IRON MOUNTAIN	ROCK	UTIL ADMIN	289.12
	IRON MOUNTAIN	CRUSHED ROCK	WATER CAPITAL PROJECTS	376.72
	IRON MOUNTAIN	ROCK, COBBLE	WATER CAPITAL PROJECTS	468.72
	IRON MOUNTAIN	COBBLE	WATER CAPITAL PROJECTS	471.73
	IRON MOUNTAIN		WATER CAPITAL PROJECTS	474.55
	IRON MOUNTAIN		WATER CAPITAL PROJECTS	616.40
	IRON MOUNTAIN	CRUSHED ROCK	WATER CAPITAL PROJECTS	629.74
125555	J & B TOOLS, LLC	SHOP TOOLS	EQUIPMENT RENTAL	339.66
125556	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	112.50
	KIM, JAMIE S.		PUBLIC DEFENSE	300.00
	KIM, JAMIE S.		PUBLIC DEFENSE	300.00
	KIM, JAMIE S.		PUBLIC DEFENSE	300.00
	KIM, JAMIE S.		PUBLIC DEFENSE	300.00
125557	KING, JEREMY	NPEA SUMMER SEMINAR PER DIEM	POLICE PATROL	280.50
125558	LES SCHWAB TIRE CTR	REPAIR FLAT TIRE-#J007	EQUIPMENT RENTAL	48.02
	LES SCHWAB TIRE CTR	REPAIR TIRES-#H005	EQUIPMENT RENTAL	114.56
125559	LOPEZ, RIGO	REFUND CLASS FEES	PARKS-RECREATION	86.00
125560	MARYSVILLE FIRE DIST	INMATE TRANSPORT	DETENTION & CORRECTION	369.00
125561	MARYSVILLE PRINTING	BUSINESS CARDS-PITTS, K	POLICE PATROL	53.40
	MARYSVILLE PRINTING	OFFER FORMS	LEGAL - PROSECUTION	105.28
	MARYSVILLE PRINTING	THEFT/VANDALISM FORMS	POLICE PATROL	147.29
125562	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	49,420.00
125563	MARYSVILLE, CITY OF	UTILITIES-1635 GROVE ST	PUBLIC SAFETY BLDG	3,069.89
125564	MILLS, FAITH	UB REFUND	WATER/SEWER OPERATION	22.80
125565	MODERN MACHINERY CO,	FUEL/WATER SEPARATOR-INVENTORY	ER&R	96.38
125566	NELSON, ROBERT	UB REFUND	WATER/SEWER OPERATION	219.99
125567	NEXTWAREHOUSE	MOXA SWITCHES	WATER FILTRATION PLANT	360.00
	NEXTWAREHOUSE		WATER RESERVOIRS	1,800.00
	NEXTWAREHOUSE		SEWER LIFT STATION	2,160.00
125568	NORTHWEST PLAYGROUND	SPRAY PARK REPAIR	PARK & RECREATION FAC	898.98
	NORTHWEST PLAYGROUND		PARK & RECREATION FAC	3,053.82
125569	NORTON, WORTH	SUPPLIES/TRAVEL REIMBURSEMENT	COMPUTER SERVICES	41.43
	NORTON, WORTH		COMPUTER SERVICES	116.13
125570	NURNBERG SCIENTIFIC	METER, CARRYING CASE, CABLES	WATER QUAL TREATMENT	2,796.41
125571	OFFICE DEPOT	OFFICE SUPPLIES CREDIT	WATER DIST MAINS	-117.82
	OFFICE DEPOT	OFFICE SUPPLIES	LEGAL - PROSECUTION	7.64
	OFFICE DEPOT		WATER DIST MAINS	13.06
	OFFICE DEPOT		ENGR-GENL	32.09
	OFFICE DEPOT		UTIL ADMIN	32.10
	OFFICE DEPOT		POLICE PATROL	38.17
	OFFICE DEPOT		ENGR-GENL	46.42
	OFFICE DEPOT		UTIL ADMIN	46.42
	OFFICE DEPOT		POLICE PATROL	66.81
	OFFICE DEPOT		LEGAL - PROSECUTION	106.18
	OFFICE DEPOT	TONER CARTRIDGES	EQUIPMENT RENTAL	228.23
	OFFICE DEPOT	ACCREDITATION SUPPLIES	POLICE ADMINISTRATION	382.80
125572	ORR, MELISSA	UB REFUND	WATER/SEWER OPERATION	161.47
125573	PARKSON CORP	FREIGHT CHARGES-SAND FILTERS	WASTE WATER TREATMENT F	1,304.14

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/21/2018 TO 6/27/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125573	PARKSON CORP	AIRLIFTS	WASTE WATER TREATMENT F	12,593.41
125574	PARTNER CONST PROD	CRACK SEALANT, WIPERS, SQUEEGE	ROADWAY MAINTENANCE	7,755.55
125575	PARTS STORE, THE	SPOTLIGHT BULBS-CREDIT	ER&R	-162.34
	PARTS STORE, THE	THERMOSTAT, GASKET, SEAL-#808	EQUIPMENT RENTAL	38.37
	PARTS STORE, THE	WINDSHIELD WASHER FLUID-INVENT	ER&R	67.95
	PARTS STORE, THE	SPOTLIGHT BULBS-INVENTORY	ER&R	162.34
	PARTS STORE, THE	AIR/FUEL FILTERS-INVENTORY	ER&R	311.32
125576	PEACE OF MIND	COUNCIL WORK SESSION MINUTES	CITY CLERK	105.60
	PEACE OF MIND	COUNCIL MEETING MINUTES	CITY CLERK	178.20
	PEACE OF MIND		CITY CLERK	198.00
125577	PELERINE, NATALIE	REFUND CLASS FEES	PARKS-RECREATION	39.00
	PELERINE, NATALIE		PARKS-RECREATION	49.00
125578	PHILLIPS, RAY & LISA	UB REFUND	WATER/SEWER OPERATION	178.76
125579	PILCHUCK RENTALS	BOOM LIFT RENTAL	PARK & RECREATION FAC	1,163.01
	PILCHUCK RENTALS	TRACKHOE RENTAL	GMA - STREET	2,978.43
125580	PIRTEK WOODINVILLE	MOWER REPAIR	PARK & RECREATION FAC	453.55
125581	PLATT ELECTRIC	GROVE/ALDER HARDWARE	TRANSPORTATION MANAGEM	62.95
125582	POWERS, MICHAEL	EXPERT INVESTIGATION SERVICES	MUNICIPAL COURTS	231.00
125583	PUD	ACCT #2051-3624-5	SEWER LIFT STATION	15.90
	PUD	ACCT #2024-6103-4	UTIL ADMIN	16.20
	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	16.44
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	17.01
	PUD	ACCT #2213-2916-2	GMA - STREET	17.13
	PUD	ACCT #2020-3113-4	PUMPING PLANT	17.17
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	18.14
	PUD	ACCT #2020-1181-3	PUMPING PLANT	19.01
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	20.30
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	22.38
	PUD	ACCT #2215-6909-8	NON-DEPARTMENTAL	24.75
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	25.41
	PUD	ACCT #2016-7213-6	SEWER LIFT STATION	26.10
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	27.21
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	28.74
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	29.03
	PUD	ACCT #2215-6907-2	NON-DEPARTMENTAL	31.77
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	34.24
	PUD	ACCT #2030-0516-0	STREET LIGHTING	37.87
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	38.14
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	41.37
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	42.04
	PUD	ACCT #2035-0002-0	STREET LIGHTING	42.30
	PUD	ACCT #2035-1961-6	NON-DEPARTMENTAL	44.87
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	46.66
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG	47.15
	PUD	ACCT #2034-3089-7	STREET LIGHTING	47.25
	PUD	ACCT #2025-2469-0	PUMPING PLANT	50.41
	PUD	ACCT #2006-6043-9	STREET LIGHTING	53.22
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	55.50
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	56.08
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	56.17
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	59.85
	PUD	ACCT #2211-1593-4	MAINT OF GENL PLANT	60.75
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	60.84
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	73.06
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	79.80
	PUD	ACCT #2206-8134-0	STORM DRAINAGE	81.03
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	83.03
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	84.85

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/21/2018 TO 6/27/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125583	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	88.92
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	92.72
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	100.51
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	106.22
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	127.36
	PUD	ACCT #2216-3677-2	NON-DEPARTMENTAL	127.61
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG	161.06
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	168.93
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	179.76
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	201.11
	PUD	ACCT #2012-4769-9	STREET LIGHTING	207.67
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	227.49
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	232.90
	PUD	ACCT #2207-6117-5	OPERA HOUSE	235.49
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	261.02
	PUD	ACCT #2211-9254-5	PUBLIC SAFETY BLDG	343.57
	PUD	ACCT #2002-2385-7	PARK & RECREATION FAC	422.87
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	432.72
	PUD	ACCT #2208-2414-8	WASTE WATER TREATMENT F	567.77
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	649.13
	PUD	ACCT #2005-8648-5	SEWER LIFT STATION	776.17
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	812.40
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	820.49
	PUD	ACCT #2011-4725-3	PUMPING PLANT	1,280.13
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,404.98
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	1,529.73
	PUD	ACCT #2213-2008-8	SUNNYSIDE FILTRATION PLAI	2,767.36
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG	3,017.18
	PUD	ACCT #2015-7792-1	PUMPING PLANT	5,463.44
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	6,536.60
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	8,967.96
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	12,408.34
125584	PUGET SOUND ENERGY	NATURAL GAS-1408 1ST ST	GMA - STREET	40.61
125585	QUINTANILLA, REYNALD	UB REFUND	WATER/SEWER OPERATION	177.46
125586	RICOH USA, INC.	PRINTER/COPIER CHARGES	PROBATION	105.35
125587	RODRIQUEZ, LINDA & J	UB REFUND	WATER/SEWER OPERATION	338.64
125588	ROY ROBINSON	DIAGNOSE ENGINE-#P154	EQUIPMENT RENTAL	66.65
	ROY ROBINSON	ENGINE COOLING FAN MOTOR-#P146	EQUIPMENT RENTAL	236.07
125589	SAFEWAY INC.	MEETING SUPPLIES	SUNNYSIDE FILTRATION PLAI	49.90
	SAFEWAY INC.		UTIL ADMIN	69.96
	SAFEWAY INC.		SOURCE OF SUPPLY	86.12
125590	SHERWIN WILLIAMS	PAINT SUPPLIES	MAINT OF GENL PLANT	96.88
125591	SNO CO FINANCE	BUILD UP OF POLICE INTERCEPTOR	EQUIPMENT RENTAL	1,090.03
125592	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	ROADSIDE VEGETATION	435.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	165,243.00
125593	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	428.54
125594	SPARR, RICK	NASRO PER DIEM	YOUTH SERVICES	280.50
125595	SRV CONSTRUCTION	HYDRANT METER DEPOSIT	WATER/SEWER OPERATION	1,200.00
125596	SRV CONSTRUCTION	PAY ESTIMATE #6	SURFACE WATER CAPITAL PF	13,475.04
125597	STATE AUDITORS OFFIC	AUDIT PERIOD 17-17	UTIL ADMIN	11,680.09
	STATE AUDITORS OFFIC		NON-DEPARTMENTAL	11,680.10
125598	SUPPLYWORKS	TRUCK DEGREASER-INVENTORY	ER&R	240.73
	SUPPLYWORKS		ER&R	401.22
125599	TACOMA SCREW PRODUCT	SHOP SUPPLIES	EQUIPMENT RENTAL	37.04
	TACOMA SCREW PRODUCT		EQUIPMENT RENTAL	47.94
	TACOMA SCREW PRODUCT	SUPPLIES-INVENTORY	ER&R	221.71
	TACOMA SCREW PRODUCT		ER&R	373.17
125600	TRANSPORTATION, DEPT	TOLLS	DETENTION & CORRECTION	12.25
125601	TULALIP CHAMBER	JUNE CHAMBER LUNCHEON	CITY COUNCIL	5.00
	TULALIP CHAMBER		FINANCE-GENL	5.00
	TULALIP CHAMBER		PARK & RECREATION FAC	5.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/21/2018 TO 6/27/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125601	TULALIP CHAMBER	JUNE CHAMBER LUNCHEON	EXECUTIVE ADMIN	15.00
	TULALIP CHAMBER	JUNE BBH	EXECUTIVE ADMIN	250.00
125602	UNITED PARCEL SERVIC	WWTP-SHIPPING	WATER FILTRATION PLANT	44.77
	UNITED PARCEL SERVIC		POLICE PATROL	165.61
125603	US MOWER	SKID STEER MOWER PARTS	ROADSIDE VEGETATION	472.84
125604	US WATER SERVICES	NEOPRENE GASKETS	SUNNYSIDE FILTRATION PLANT	518.79
125605	VALDEZ CONSTRUCTION	HYDRANT METER	WATER/SEWER OPERATION	1,200.00
125606	WA STATE TREASURER	FORFEITURES QTR 1 2018	DRUG SEIZURE	610.24
125607	WASHINGTON LEGAL	PROFESSIONAL SERVICES	GMA - STREET	124.00
	WASHINGTON LEGAL		GMA - STREET	155.00
	WASHINGTON LEGAL		GMA - STREET	225.00
125608	WAVEDIVISION HOLDING	INTERNET SERVICES-JUNE	COMPUTER SERVICES	408.00
125609	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	593.55
125610	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL-GENL	867.99
125611	WESTERN SYSTEMS	TRAFFIC CONTROL SUPPLIES	TRANSPORTATION MANAGEM	3,689.62
125612	WETZEL, GREGG R	UB REFUND	WATER/SEWER OPERATION	23.31
125613	WHITE CAP CONSTRUCT	STEEL STAKES	SIDEWALKS MAINTENANCE	102.61
	WHITE CAP CONSTRUCT	SIDEWALK REPAIR	SIDEWALKS MAINTENANCE	203.20
	WHITE CAP CONSTRUCT	GLOVES, BROOMS, SAFETY GLASSES	PARK & RECREATION FAC	344.94
	WHITE CAP CONSTRUCT	GARBAGE CANS, LIDS, DOLLY	PARK & RECREATION FAC	358.85
125614	WHITE, DAVE	NASRO PER DIEM	YOUTH SERVICES	280.50
125615	WOOD, HOLLIS & REBEC	UB REFUND	WATER/SEWER OPERATION	219.70

WARRANT TOTAL:

543,787.50

CHECK # 123265 CHECK LOST IN MAIL

(25.00)

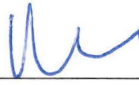
543,762.50

Index #4

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 9, 2018

AGENDA ITEM:	
Contract Award - Highway 9 Exploratory Well	
PREPARED BY:	DIRECTOR APPROVAL:
Karen Latimer, Utility Manager	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Certified Bid Tab, Vicinity Map	
BUDGET CODE:	AMOUNT:
40220594.563000, W1802	
SUMMARY:	

The Highway 9 Exploratory Well project consists of drilling, construction and testing of a large-diameter exploratory well up to 1,000 feet in depth. If successful, this well will become a municipal production well yielding up to 1,000 gallons per minute.

The project was advertised on June 16th and 23rd with a bid opening date of July 2, 2018. The City received X bids as shown on the attached certified bid tabulation. The low bidder was X at \$X. The engineer's estimate is \$X. References have been checked and found to be satisfactory.

Contract Bid: \$X
 Management Reserve: \$X
 Construction Total: \$X

Note: when calculating management reserve in addition to the 10% include the difference between mean average of Bid Items 11, 12, 13 and 19 and highest of each individual item within each of these (11A-F, 12A-F, 13A-F, and 19A-C), sales tax on the difference of these, and potential sales tax increase from 9.1% to 9.2%.

RECOMMENDED ACTION:


Staff recommends that City Council authorize the Mayor to sign and execute the Highway 9 Exploratory Well contract with X in the amount of \$X including Washington State Sales Tax and approve a management reserve of \$X for a total allocation of \$X.

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 9th, 2018

AGENDA ITEM:	
Grant Agreement with the Department of Ecology for the Downtown Stormwater Treatment Design and Construction Project	
PREPARED BY:	DIRECTOR APPROVAL:
Matthew Eyer, Storm/Sewer Supervisor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
2 original copies of the grant agreement with the Washington State Department of Ecology	
BUDGET CODE:	AMOUNT:
40250594.563000.D1802	\$1,900,000 (\$5,000,000)
SUMMARY:	
<p>The City of Marysville has been offered \$5,000,000 in grant funding from the Department of Ecology to design and construct a stormwater treatment system at the Geddes and/or Welco waterfront properties to treat approximately 140 acres of previously untreated stormwater from the historic downtown area. The total project cost is estimated to be \$6,900,000. This grant is expected to cover the cost of the project up to 5,000,000, with the City's responsibility being \$1,900,000.</p> <p>This project would enhance the waterfront and improve water quality in the Snohomish River and the Ebey Slough through the installation of media filter treatment systems. The project will provide treatment for total suspended solids (TSS), metals (zinc and copper), oil (total petroleum hydrocarbons), and total phosphorus.</p>	

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 \$5,000,000.00 in grant funding and authorize the City's expenditure of \$1,900,000 towards the project.



Agreement No. WQC-2018-MaryPW-00094

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:	Downtown Stormwater Treatment Design and Construction
Total Cost:	\$6,900,000.00
Total Eligible Cost:	\$6,666,666.67
Ecology Share:	\$5,000,000.00
Recipient Share:	\$1,666,666.67
The Effective Date of this Agreement is:	04/01/2018
The Expiration Date of this Agreement is no later than:	06/30/2022
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Snohomish River and the Ebey Slough through the installation of a lift station that will convey stormwater runoff to media filter systems at the site of the former Geddes Marina and Welco Lumber Mill, in the City of Marysville. The project will provide treatment for Total Suspended Solids (TSS), Oil (Total Petroleum Hydrocarbons), Dissolved Copper, Dissolved Zinc, and Total Phosphorus.

Project Long Description:

This project will improve water quality in the Snohomish River and the Ebey Slough through the installation of treatment systems at the site of the former Geddes Marina and Welco Lumber Mill, in the City of Marysville. The project site has a 140-acre contributing basin that is currently discharging untreated stormwater from the historic downtown area via a pipe system to the Snohomish River and the Ebey Slough. The RECIPIENT purchased the former Geddes Marina and Welco Lumber Mill sites for use as a park. In the park plan, space is allocated for stormwater treatment from the contributing basin.

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

The Snohomish River and Ebey Slough are waterbodies with 303(d) listings for dissolved oxygen, temperature, bacteria, and pH. The Snohomish River tributaries also have a total maximum daily load (TMDL) plan for fecal coliform that requires business inspections, specific public education and outreach, pest waste stations, basin screening for illicit connections with sampling, and surface water sampling in streams.

The RECIPIENT will design and install a lift station that will convey stormwater runoff to media filter systems at the site of the former Geddes Marina and Welco Lumber Mill. This system will provide treatment for Total Suspended Solids (TSS), Oil (Total Petroleum Hydrocarbons), Dissolved Copper, Dissolved Zinc, and Total Phosphorus.

Overall Goal:

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

State of Washington Department of Ecology
 Agreement No: WQC-2018-MaryPW-00094
 Project Title: Downtown Stormwater Treatment Design and Construction
 Recipient Name: City of Marysville

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	Jay Cooke Project Manager 80 Columbia Ave. Marysville, Washington 98270 Email: jcooke@marysvillewa.gov Phone: (360) 363-8100
Billing Contact	Suzanne Soule Financial Analyst 80 Columbia Ave. Marysville, Washington 98270 Email: ssoule@marysvillewa.gov Phone: (360) 363-8100
Authorized Signatory	Kari N Chennault Assistant Public Works Director 80 Columbia Avenue Marysville, Washington 98270 Email: kchennault@marysvillewa.gov Phone: (360) 363-8277

State of Washington Department of Ecology
 Agreement No: WQC-2018-MaryPW-00094
 Project Title: Downtown Stormwater Treatment Design and Construction
 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 SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Cleo Neculae</p> <p>3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: cnec461@ecy.wa.gov Phone: (425) 649-7216</p>
<p>Financial Manager</p>	<p>Frances Carver</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: fcar461@ecy.wa.gov Phone: (360) 407-6564</p>
<p>Technical Advisor</p>	<p>Dan Gariepy</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: daga461@ecy.wa.gov Phone: (360) 407-6470</p>

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

AUTHORIZING SIGNATURES

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 this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within 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.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

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 and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Marysville

By: _____

By: _____

Heather R. Bartlett
Water Quality
Program Manager
Date

Kari N Chennault
Assistant Public Works Director
Date

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

Jon Nehring

Mayor

Date

State of Washington Department of Ecology
 Agreement No: WQC-2018-MaryPW-00094
 Project Title: Downtown Stormwater Treatment Design and Construction
 Recipient Name: City of Marysville

SCOPE OF WORK

Task Number: 1 **Task Cost: \$5,000.00**

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: Suzanne Soule

Project Administration/Management

Deliverables

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

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$901,666.67

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. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- 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 an ECOLOGY 05-05/106 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 on the ECOLOGY website.

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 Report. 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.

The RECIPIENT will submit a digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

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 and specifications refer to the ECOLOGY website.

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including 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: Jay Cooke

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.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Submit one digital copy to the ECOLOGY Project Manager and upload to EAGL.	
2.5	Responses to ECOLOGY Design Report Comments. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one digital copy of required revisions of the Design Report to ECOLOGY Project Manager. ECOLOGY Project Manager will forward the Design Report to ECOLOGY Engineer for review.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and submit one digital copy to ECOLOGY project manager.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete. Submit one digital copy of revisions of the 90 Percent Design Package to ECOLOGY Project Manager. ECOLOGY Project Manager will forward the 90 Percent Design Package to ECOLOGY Engineer for review.	
2.9	Ecology 90 percent Design Acceptance Letter. 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	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$240,000.00

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 for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.
- 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 RECIPIENT will revise and/or update the project schedule 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, The RECIPIENT must submit revised cash flow projections to ECOLOGY.
- E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance for payment. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation. ECOLOGY must review all other change orders 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 (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M 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 on the ECOLOGY website.
 2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

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.

Version 10/30/2015

State of Washington Department of Ecology
 Agreement No: WQC-2018-MaryPW-00094
 Project Title: Downtown Stormwater Treatment Design and Construction
 Recipient Name: City of Marysville

Task Expected Outcome:

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

Recipient Task Coordinator: Jay Cooke

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. 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 D3.3 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 D3.4 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. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

State of Washington Department of Ecology
 Agreement No: WQC-2018-MaryPW-00094
 Project Title: Downtown Stormwater Treatment Design and Construction
 Recipient Name: City of Marysville

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$5,520,000.00

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 a lift station that will convey stormwater runoff to media filter systems to mitigate runoff from approximately 70 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Appendix M of the funding guidelines for State Fiscal Year 2018 Combined Water Quality Financial Assistance Program or other ECOLOGY-accepted method.

Task Goal Statement:

Construction of the project 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), Dissolved Copper, Dissolved Zinc, and Total Phosphorus.

Recipient Task Coordinator: Jay Cooke

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 progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

BUDGET

Funding Distribution EG180460

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP Funding Type: Grant
Funding Effective Date: 04/01/2018 Funding Expiration Date: 06/30/2022

Funding Source:

Title: SFAP-SFY17 (WQC-2017)
Type: State
Funding Source %: 5%
Description: Funds come from the Model Toxic Control Account and State Building Construction Account. It funds projects that reduce the environmental impact of Stormwater pollution

Title: SFAP-SFY18
Type: State
Funding Source %: 95%
Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

SFAP	Task Total
Project Administration/Management	\$ 5,000.00
Design Plans and Specs, Environmental Review	\$ 901,666.67
Construction Management	\$ 240,000.00
Construction	\$ 5,520,000.00

Total: \$ 6,666,666.67

State of Washington Department of Ecology
 Agreement No: WQC-2018-MaryPW-00094
 Project Title: Downtown Stormwater Treatment Design and Construction
 Recipient Name: City of Marysville

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	\$ 1,666,666.67	\$ 5,000,000.00	\$ 6,666,666.67
Total		\$ 1,666,666.67	\$ 5,000,000.00	\$ 6,666,666.67

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.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“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.

“Defeasance” 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.

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

“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.

“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.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“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.

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

“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 created by 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.

“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 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. This term is only used in loan agreements.

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

“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.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“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

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

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, including any required recipient match.

“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 and are available on ECOLOGY’s Water Quality Program website.

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 architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. 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.

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>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E 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.

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

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 upon request.

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 shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND 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 website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

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

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

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 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. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. 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 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting”.

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. 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 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 submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. 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 their 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.

F. 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.

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) Ensure 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.
- 2) Make 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) Consider, 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) Use 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, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

administration provisions of 40 CFR, Section 33.302.

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.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

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, 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.

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

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs 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.

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

H. 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.

I. 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 5: 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:

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

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

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. 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.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and 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 protect it against loss.

H. 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.

I. 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

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

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.

J. 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 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:

(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.

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

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 mutually signed 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

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

Fiscal Office.

K. 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.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

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.

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.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. 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

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

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.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. 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 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.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

I. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded 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 funded 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 funded Utility from the portion of the funded 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.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: 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 into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. 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.
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 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.

T. User-Charge System for Funded Utilities: 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 funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

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 funded utility, to establish reserves to pay for replacement, 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.

A. 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 ECOLOGY 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

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

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.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

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

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

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

Ecology will not pay any invoices 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

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

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/1701004.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 and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

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 require approval by ECOLOGY prior to expenditure.
- 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@watech.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 must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by 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 applicable 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.

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

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.

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

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
 - Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
 - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, 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.

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 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

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall 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 with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications 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 must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. 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 under this Agreement, 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

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

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:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. 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. 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

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

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 recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, , <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

- a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

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, except as noted below. 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, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

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

State of Washington Department of Ecology
Agreement No: WQC-2018-MaryPW-00094
Project Title: Downtown Stormwater Treatment Design and Construction
Recipient Name: City of Marysville

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.

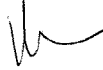
29. WAIVER

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 #6

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 07/09/18

AGENDA ITEM:	
Interlocal agreement with PUD for services to design and to construct a joint utility trench for undergrounding power and communication utilities for the First Street Bypass project.	
PREPARED BY:	DIRECTOR APPROVAL:
Steve Miller, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
PUD Interlocal Agreement PUD Estimate Letter RCW 35.99.060	
BUDGET CODE:	AMOUNT:
30500030.563000, R0901	\$ 1,074,799.00
SUMMARY:	
As part of the First Street Bypass project, City staff have coordinated with PUD staff to develop an interlocal agreement (ILA) for proposed services to design and construct a joint utility trench (JUT) to underground power and communication utilities on First Street from State Avenue to Alder Avenue. As part of the work, the existing power services will be relocated from the existing overhead system to the underground JUT. Converting the existing overhead system to an underground system will provide the new gateway with an enhanced appearance suitable for an arterial, and will provide a secure environment to locate and maintain power and communication utilities. As part of the agreement, the City will reimburse PUD for costs necessary to convert the utilities from overhead to underground, in accordance with RCW 35.99.060(3b). Included in the PUD estimate is a credit in the amount of \$97,000 representing the cost of a typical aerial relocate of their facilities, which would have been otherwise required under RCW 35.99.060(1).	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Interlocal Agreement with PUD, for services estimated in the amount of \$1,074,799.00 to design and construct the joint utility trench to underground power and communication utilities for the First Street Bypass project.

**INTERLOCAL AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY
AND THE CITY OF MARYSVILLE, GOVERNING THE *FIRST STREET BYPASS*
PROJECT**

This INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2018, by and between the Public Utility District No. 1 of Snohomish County, a Washington municipal corporation (the “District”), and the City of Marysville, a Washington municipal corporation (the “City”). The District and the City are also referred to herein individually as “Party” and collectively as “Parties”.

RECITALS

- A. The City is close to completing the design of the First Street Bypass Project (“Project” or “First Street Bypass Project”), along First Street from the vicinity of State Avenue to the vicinity of 47th Avenue NE, Marysville, Washington. The roadway improvements include widening of First Street from State Avenue to Alder Avenue, as well as the construction of a new extension of First Avenue from Alder Avenue to 47th Avenue NE.
- B. As part of the Project, the City requires the utilities present along this corridor to replace their existing overhead systems with underground systems.
- C. To facilitate the conversion of the existing overhead systems, the City has requested that the District design and install an underground conduit and vault system for the District’s electrical facilities and other utilities.
- D. In exchange for the Services provided by the District in accordance with the terms and conditions of this Agreement, the City is willing to pay the District the costs to design the conversions of the District’s overhead system to an underground system and to complete the conversion of its overhead electrical utility system to an underground electrical utility system.

AGREEMENT

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

1. Requirements of Interlocal Cooperation Act

1.1 Authority for Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1.2 Purpose of Agreement. The purpose and intent of this Agreement is to facilitate planning, designing, constructing and coordinating the City of Marysville’s First Street Bypass Project.

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

1.4 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with the performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

1.5 Administrators. Each Party to this Agreement shall designate an individual (an “Administrator”), which may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The Parties’ initial Administrators shall be the following individuals:

District’s Initial Administrator:
Mr. Bryan Gregory
Project Engineer
1802 75th St. SW
Everett, WA 98206

City’s Initial Administrator:
Mr. Steve Miller
Project Manager
80 Columbia Ave
Marysville, WA 98270

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

2. Effective Date and Duration

This Agreement shall take effect when it has (i) been duly executed by both Parties, and (ii) as provided by RCW 39.34.040, either filed with the County Auditor or posted on the City’s Interlocal Agreements website. This Agreement shall remain in effect until all obligations of the Parties are discharged, unless earlier terminated pursuant to the provisions of Section 11 of this Agreement.

3. Scope of Work

3.1 Design of Joint Utility Trench and Underground Electrical Utility System. In accordance with the terms and conditions of this Agreement, the District shall provide the City with a design for the underground conduit and vault system for the District’s electrical facilities and other utilities (“Joint Utility Trench”) and conversion of the District’s overhead electrical utility system to an underground electrical utility system (“Joint Utility Trench and Conversion Plan” or “Plan”), all within the area of the First Street Bypass Project.

3.2 Installation of Joint Utility Trench and Underground Electrical Utility System. In accordance with the terms and conditions of this Agreement, the District shall install and construct

the Joint Utility Trench and complete conversion of the District's overhead electrical utility system to an underground electrical utility system, all within the area of the First Street Bypass Project.

3. **General Provisions**

The Parties agree to the following general provisions:

3.1 **Record Retention.** Each party following completion of the Project shall maintain accurate records related to the Project for a period equal to the minimum required pursuant to either state or federal requirements, whichever is applicable.

3.2 **Sub-Contracting.** The District may, in its sole discretion, hire one or more contractors and/or sub-contractors to perform some or all of its respective Services.

3.3 **Cost Allocation.** The City shall pay the District all costs on a time and materials basis to design and construct the Joint Utility Trench and complete the conversion of District's overhead system to an underground system. The District shall provide the City with a Project Cost Estimate in accordance with Subsection 5.1(A). The City acknowledges that a portion of the accrued design costs will pre-date the execution of this agreement, and agrees to pay those costs.

4. **City Responsibilities**

4.1 **Design Phase.**

A. **Project Details.** Prior to the District starting work under this Agreement, the City shall provide the District with the following information:

- i. The limits of the requested underground conversion work.
- ii. The preliminary project schedule showing advertisement for construction bids and approximate start date for construction of the First Street Bypass Project.
- iii. The electronic drawings for the base map, utilities, and City improvements.

B. **Project Scoping Meeting.** The City shall conduct an initial meeting with the utility companies to discuss scope of work, design details and project schedule for completing the Project.

C. **Design Review Meeting.** The City will conduct a design review meeting with the utility companies to discuss conflicts and changes identified in the District's Joint Utility Trench and Conversion Plan.

D. **Joint Utility Trench and Conversion Plan Approval.** The City shall review and approve or approve with requested changes the District's Joint Utility Trench and Conversion Plan within fifteen (15) working days of receipt of the Plan from the District. If the City does not respond within said time period, the Plan shall be considered approved.

E. Construction Schedule. The City shall review and approve or approve with requested changes the proposed construction schedule provided by the District under Subsection 5.1(A)(ii) within fifteen (15) working days of receipt of the proposed construction schedule from the District. If the City does not respond within said time period, the proposed construction schedule shall be considered approved.

4.2 Construction Phase.

A. Right-of-Way Permit. The City shall issue the District a right-of-way permit within ten (10) working days of the District submitting a complete permit application (including any supporting documentation reasonably required by the City). The City shall waive the permit and inspection fees.

B. Demolition and Removal. The City shall ensure that all required demolition work on private and public property has been completed prior to the District commencing work on the Joint Utility Trench. This includes, but is not limited to, the removal of any structures, vehicles, fences, signs, trees (or other vegetation) that may impact the District's construction effort. The District will not be responsible for any delays to their construction schedule due to the City's failure to remove obstructions that impede the District's construction project.

C. Traffic Control Plans. The City shall review and approve or approve with requested changes the proposed traffic control plans provided by the District under Subsection 5.3 within ten (10) working days of receipt of. If the City does not respond within said time period, the proposed traffic plans shall be considered approved.

D. Final Invoice. Upon completion of construction of the Joint Utility Trench and conversion of District overhead electrical utility system to an underground electrical utility system, the District shall provide the City with a final invoice for the actual costs to carry out and complete said construction. The invoice shall reflect whether the actual costs to complete said construction are more or less than the final Construction Cost Estimate. The City shall pay the sum stated in the invoice to the District within forty-five (45) calendar days from the date of receipt of the final invoice.

5. District Responsibilities

5.1 Design Phase.

A. Project Scoping Meeting. The District shall attend the City's initial scoping meeting referenced in Subsection 4.1(B).

B. Joint Utility Trench and Conversion Plan Review. The District shall provide the City with a preliminary copy of the Joint Utility Trench and Conversion Plan within sixty (60) working days of the meetings described in Subsection 4.1(B) and receiving all of the

information from the City specified in Subsection 4.1(A). The City shall review and approve or approve with requested changes the Plan in accordance with Subsection 4.1(D).

C. Design Review Meeting. The District shall attend the City's design review meeting referenced in Subsection 4.1(C).

D. Final Joint Utility Trench and Conversion Plan. The District shall provide the City with a final Joint Utility Trench and Conversion Plan within thirty (30) working days after the Plan is approved by the City.

E. Project Cost Estimate. The District shall provide a project cost estimate ("Project Cost Estimate") for the District's cost to design, install and construct the Joint Utility Trench and complete the conversion of District overhead electrical utility system to an underground electrical utility system. The Project Cost Estimate shall be detailed and reflect a deduction for the District's construction cost to complete an overhead to overhead relocation of the District's electrical utility system. The District's Project Cost Estimate shall include, but not be limited to the following work:

- i. Design the plans and specifications to construct the Joint Utility Trench and convert the District's overhead electrical utility system to an underground electrical utility system.
- ii. Furnish and install all trenching and conduit for a Joint Utility Trench for undergrounding of District, Frontier, and Comcast facilities.
- iii. Furnish and install all vaults, cables, conductors and electrical equipment for the conversion of District's overhead electrical utility system to an underground electrical utility system, and for the removal of other unnecessary District equipment and facilities.
- iv. Perform necessary cut-over and transfer of existing District customers and facilities to the new underground electrical utility system.
- v. Remove that portion of the overhead electrical utility system superseded by the new underground electrical utility system. This includes removal of associated poles except those locations where the poles are still occupied by other utilities. Removal of poles is the responsibility of the last utility to transfer from the pole.

F. Adjusted Construction Cost Estimate. The District shall provide written notice to the City if additional costs in excess of the Construction Cost Estimate are necessary to complete the construction of the Joint Utility Trench and conversion of District overhead electrical utility system to an underground electrical utility system. The written notice shall specify the additional amount required and the basis for the adjusted Construction Cost Estimate. Within ten (10) business days of receiving said notice, the City shall notify the District in writing whether it agrees to the adjusted Construction Cost Estimate. The City may request a meeting to discuss the adjusted Construction Cost Estimate. The District shall have no legal obligation to proceed with further design work unless the Parties reach mutual agreement regarding the adjusted Construction Cost Estimate.

G. Project Schedule. A proposed schedule for construction of the Joint Utility Trench and conversion of the District's existing overhead electrical utility system to an underground electrical utility system. The City shall review and approve the construction schedule in accordance with Subsection 4.1(E).

H. Property Rights. Identify whether any additional property rights are needed to complete the District's conversion of its overhead electrical utility system to an underground electrical utility system.

I. Coordination Meetings. The District shall attend additional City Utility coordination meetings, as necessary, to resolve all remaining design conflicts, issues and changes.

5.2 Construction Phase.

A. Coordination. The District shall coordinate with the City and its Project contractor regarding installation and construction of the Joint Utility Trench and complete the conversion of the District's overhead electrical utility system to an underground electrical utility system.

B. Installation and Construction. Unless delayed due to one or more reasons stated in Subsection 5.2(F) or due to excusable delay as defined in Section 6, the District or its contractor will complete installation of and construction of the Joint Utility Trench and complete conversion of the District's overhead electrical utility system to an underground electrical utility system in accordance with the final design and the approved schedule referenced in Section 5.1(D) and 5.1(G); provided that reasonable access to the Project site is available. The District shall notify the City in writing when installation and construction the new Joint Utility Trench is completed and the underground system is energized.

C. Cut-over and Transfer of Existing Customers. The District or its contractor will perform necessary cut-over and transfer of existing customers and facilities to the new underground electrical utility system. The District or its contractor will notify such customers forty-eight (48) hours in advance of the pending outage associated with said cut-over and transfer.

D. Removal of Replaced Overhead Electrical Utility System. Once transfer of existing customers and facilities to the new underground electrical utility system is complete, the District, or its contractor, will remove all overhead electrical utility systems that have been replaced and are unnecessary in accordance with the final design and approved schedule referenced in Sections 5.1(D) and 5.1(G). The District shall top and remove its facilities and lines from utility poles. If there are facilities from other utilities on the poles, it will be the responsibility of the utility with the last utilities on the pole to remove the pole.

E. Operation, Maintenance, Repair and Improvement of Electrical Utility System. The District shall operate, maintain, repair and/or improve as necessary the Joint Utility Trench and the underground electrical utility system that the District has constructed and installed pursuant to this Agreement; provided, that the District shall have no responsibility to maintain,

repair and/or improve facilities, lines and equipment located within the Joint Utility Trench that are owned by other utilities and entities..

F. Delays. The District shall have no obligation or liability to the City, its contractor(s) or any other party, in the event of any delay in performance of design services or construction work under this Agreement due to: (a) reasonable actions taken by the District which are necessary or consistent with prudent utility practices to protect the performance, integrity, reliability or stability of the District's utility systems or any systems to which such District systems are connected; (b) actions and/or inactions of the City, the City's contractor(s), other utilities and/or third parties; (c) discovery of archeological materials; (d) other unanticipated subsurface conditions whether natural or man-made; or (e) other Excusable Delay (see Section 6).

G. Traffic Control. When required, the District will provide traffic control and flaggers for installation and construction of the Joint Utility Trench and to complete conversion of the District's overhead electrical utility system to an underground electrical utility system. The District will coordinate its traffic control with other utilities, the City and its contractor. The District shall submit proposed traffic control plans to the City for review and approval. .

6. Excusable Delay.

Excusable delay means a failure to perform in a timely manner due to events or causes that are not reasonably within the control or contemplation of the Party whose ability to perform is delayed by such events or causes. Without limitation, such events or causes may include: extreme or unusual weather, landslides, lightning, forest fires, storms, floods, freezing, drought, earthquakes, civil disturbances, strikes, or other disturbances associated with labor relations, acts of the public enemy, wars, public riots, breakage, explosion, accident to machinery or equipment (reasonably related to the delayed performance), reasonably unanticipated changed site conditions, the failure of any government entity with jurisdiction over the design phase and/or construction phase work under this Agreement to issue the required permits or approvals in a timely manner, unwillingness of any property owner to grant an easement in favor of the District, failure of the City and/or the City Project contractor to furnish timely information or act in a timely manner, delays caused by faulty performance by the City, the City Project Contractor, other utilities, third parties and/or by contractors of any level, and/or other causes outside of the reasonable control or contemplation of a Party.

7. Indemnification and Hold Harmless

7.1 District's Indemnification of City. The District shall indemnify, defend and hold harmless the City, its officers, appointed and elected officials, employees and agents, from and against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of negligent or intentional acts, errors or omissions of the District, its officers, officials, employees and/or agents in the performance of this Agreement; provided, that in the event of the concurrent

negligence of the Parties, the District's obligations hereunder shall apply only to the percentage of fault attributable to the District, its officers, officials, employees and/or agents.

7.2 City's Indemnification of District. The City shall indemnify, defend and hold harmless the District, its officers, appointed and elected officials, employees and agents, from and against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of negligent or intentional acts, errors or omissions of the City, its officers, officials, employees and/or agents in the performance of this Agreement; provided, that in the event of the concurrent negligence of the Parties, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City, its officers, officials, employees and/or agents.

7.3 Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of this Section are specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as with respect to the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

7.4 Survival. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

8. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party.

9. Compliance with Laws

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

10. Notices

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.5 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

11. Termination of Agreement.

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party in the event that said other Party is in material default and fails to cure such material default within that thirty (30) day period, or such longer period as provided by the non-defaulting Party. The notice of termination shall state the reasons therefore and the effective date of the termination.

12. Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein.

12.2 Amendment. Any amendment to this Agreement shall be specifically identified by separate written addendum agreed to by the Parties' Administrators identified in Section 1.5 of this Agreement.

12.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the state of Washington in and for Snohomish County.

12.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

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

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

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

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

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

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

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

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

PUBLIC UTILITY DISTRICT NO.1
OF SNOHOMISH COUNTY

CITY OF MARYSVILLE

By: _____
Craig Collar, CEO/Manager

By: _____
Jon Nehring, Mayor

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Paul McMurray, Asst. General Counsel

Jon Walker, City Attorney

Date: _____

Date: _____



May 22, 2018

City of Marysville Public Works
 Attn: Steven Miller
 80 Columbia Ave
 Marysville, WA 98270

RE: Engineering & Construction Estimate – First Street Bypass Joint Utility Trench

Mr. Miller,

The PUD will relocate existing overhead lines along First Street from State Ave to Alder Ave into a joint utility trench to be designed by the District and constructed by the District's contractor for the City's First Street Bypass Project as described in the attached inter-local agreement (ILA).

This estimate covers the costs for the PUD's contractor to install all required PUD vaults, trench in conduits for Frontier, Comcast, and the District, as well as install the necessary equipment in/on these facilities for the District's new underground primary distribution system. Credit for an estimated like-for-like relocation of overhead facilities is reflected in this estimate. Below is a breakdown for the estimated costs for this project:

District Labor:	\$30,095.00
District Equipment:	\$1,200.00
Contract Labor & Equipment:	\$720,943.00
Materials:	\$148,132.00
A&G Overheads:	\$131,238.00
Contingency:	\$140,191.00
PUD OH Relocation Credit:	(\$97,000.00)
Total Estimated Amount:	\$1,074,799.00

If you have any questions, please e-mail me at bjgregory@snopud.com or call me at (425)783-4413 between 7:30 a.m. and 4 p.m. Monday through Friday.

Sincerely,

Bryan Gregory
 Design Engineer
 Snohomish County PUD #1

RCW 35.99.060**Relocation of facilities—Notice—Reimbursement.**

(1) Cities and towns may require service providers to relocate authorized facilities within the right-of-way when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety.

(2) Cities shall notify service providers as soon as practicable of the need for relocation and shall specify the date by which relocation shall be completed. In calculating the date that relocation must be completed, cities shall consult with affected service providers and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the city's overall project construction sequence and constraints, to safely complete the relocation. Service providers shall complete the relocation by the date specified, unless the city, or a reviewing court, establishes a later date for completion, after a showing by the service provider that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements.

(3) Service providers may not seek reimbursement for their relocation expenses from the city or town requesting relocation under subsection (1) of this section except:

(a) Where the service provider had paid for the relocation cost of the same facilities at the request of the city or town within the past five years, the service provider's share of the cost of relocation will be paid by the city or town requesting relocation;

(b) Where aerial to underground relocation of authorized facilities is required by the city or town under subsection (1) of this section, for service providers with an ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the city or town requiring relocation; and

(c) Where the city or town requests relocation under subsection (1) of this section solely for aesthetic purposes, unless otherwise agreed to by the parties.

(4) Where a project in subsection (1) of this section is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Service providers will not be precluded from recovering their costs associated with relocation required under subsection (1) of this section, provided that the recovery is consistent with subsection (3) of this section and other applicable laws.


(5) A city or town may require the relocation of facilities at the service provider's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare.

[2000 c 83 § 6.]

Index #7

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 07/09/18

AGENDA ITEM:	
Project Acceptance – Citywide Intersection Improvement Project	
PREPARED BY:	DIRECTOR APPROVAL:
Steve Miller, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Notice of Physical Completion Letter Vicinity Map	
BUDGET CODE:	AMOUNT:
30500030.563000, R1503	N/A
SUMMARY:	
<p>The Citywide Intersection Improvement project included traffic operations improvements at (10) intersections throughout the City. The work included replacement of signal heads, installation of flashing yellow arrow (FYA) signal heads, installation of railroad control interconnect equipment for future coordination between City and BNSF traffic control systems, and the installation of a right-turn blankout sign at the BNSF crossing at 4th ST.</p> <p>On 11/27/17, Council awarded a contract to Totem Electric of Tacoma, Inc. in the amount \$264,849.00, including a management reserve of \$30,000.00, for a total allocation of \$294,849.00. The project was completed at a cost of \$259,849.00, which was \$5,000.00 or 1.89% under the original bid amount. The work was completed by Totem, and was inspected and found to be physically complete in accordance with the approved plans and specifications on 06/12/18.</p> <p>The project construction was fully funded by the FHWA Highway Safety Improvement Program (HSIP).</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to accept the Citywide Intersection Improvement project as complete, starting the 45-day lien filing period for project closeout.



PUBLIC WORKS
Kevin Nielsen, *Director*

80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284

June 13, 2016

Totem Electric of Tacoma, Inc.
2332 Jefferson Ave.
Tacoma, WA 98402

Subject: Citywide Intersection Improvement Project – Notice of Physical Completion

Dear Todd:

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Tuesday, June 12, 2018. This notification does not constitute final acceptance. WSDOT will be invited to visit the site to perform a final inspection. After acceptance by WSDOT, recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting.

Please submit the following items for project closeout:

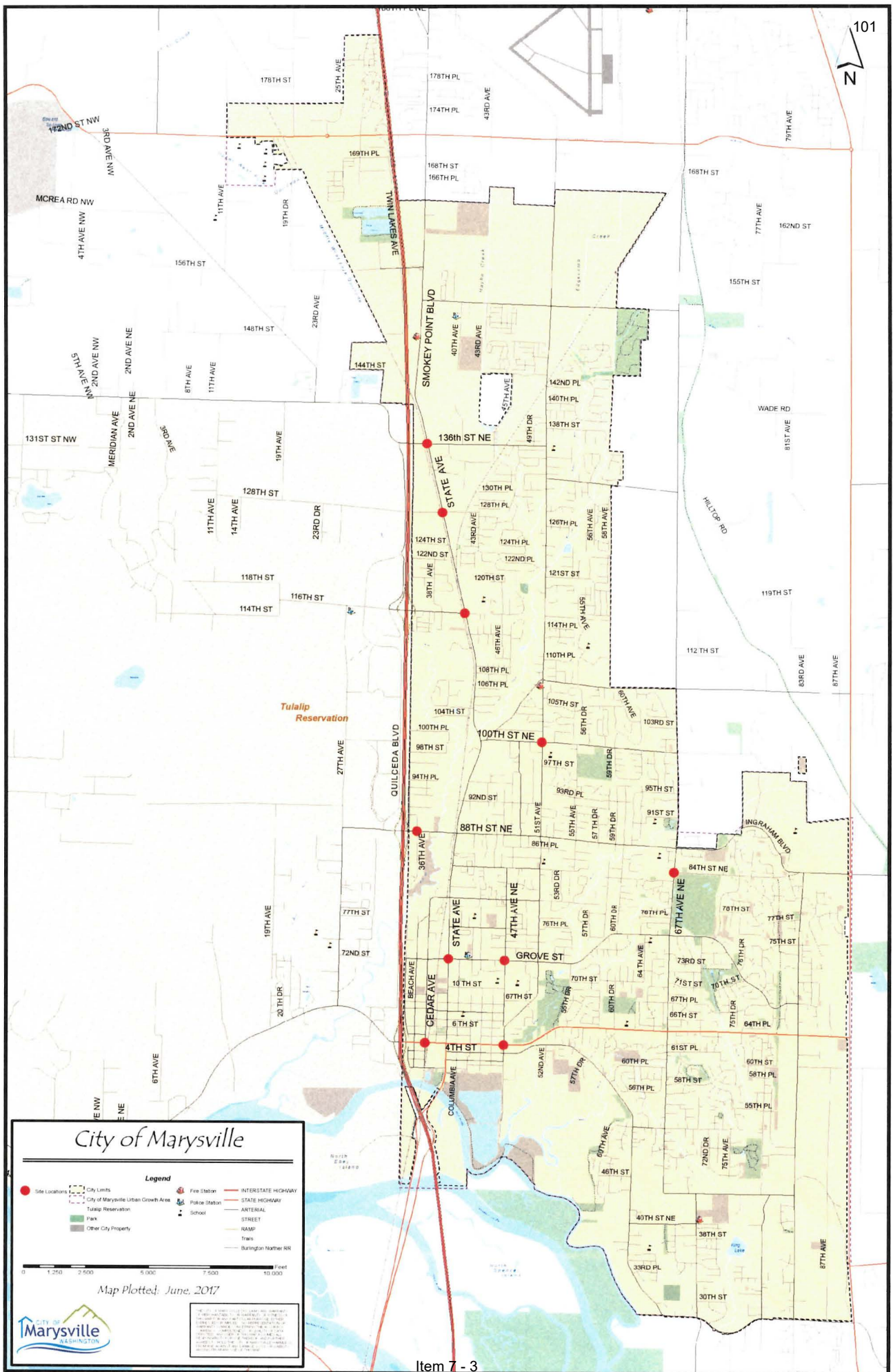
1. Certified Payrolls:
 - a. BC Traffic – weeks ending 5/5, 6/2, 6/9
 - b. Totem Electric – weeks ending 6/2, 6/9, 6/16
2. Affidavits of Wages Paid
 - a. BC Traffic
 - b. Totem Electric
3. Enter all payments to subcontractors in the WSDOT Diversity and Management Compliance System.

It has been a pleasure working with Totem Electric on this project. I look forward to working with you on future projects with the City.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Miller", is written over a light blue circular stamp.

Steve Miller
Project Manager
City of Marysville



Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 9th, 2018

AGENDA ITEM:							
Project Acceptance – 1 st Street Low Impact Development Project							
PREPARED BY:	DIRECTOR APPROVAL:						
Adam Benton, Project Engineer							
DEPARTMENT:							
Engineering							
ATTACHMENTS:							
Notice of Physical Completion Letter							
BUDGET CODE:	AMOUNT:						
40250594.563000, D1502 & 40220594.563000, WM R&R	N/A						
SUMMARY:							
<p>The 1st Street Low Impact Development Project allowed for construction of bioretention areas, bulb-outs, curb ramps, sidewalk replacement and landscaping. The project also provided for the replacement of 775 linear feet of water main.</p> <p>City Council awarded the project to SRV Construction, Inc. on July 24th, 2017 in the amount of \$911,563.52 including a management reserve of \$91,156.35 for a total allocation of \$1,002,719.87. The project was completed at a cost of \$915,041.29, which was \$3,477.77 or 0.38% over the original bid amount but within management reserve.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"><u>Department of Ecology Funds:</u></td> <td style="text-align: right;">\$622,618.43</td> </tr> <tr> <td>Total Construction Cost to the City (D1503):</td> <td style="text-align: right;">\$182,055.18</td> </tr> <tr> <td>Total Construction Cost to the City (WM R&R):</td> <td style="text-align: right;">\$110,367.68</td> </tr> </table> <p>Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications.</p>		<u>Department of Ecology Funds:</u>	\$622,618.43	Total Construction Cost to the City (D1503):	\$182,055.18	Total Construction Cost to the City (WM R&R):	\$110,367.68
<u>Department of Ecology Funds:</u>	\$622,618.43						
Total Construction Cost to the City (D1503):	\$182,055.18						
Total Construction Cost to the City (WM R&R):	\$110,367.68						

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to accept the 1st Street Low Impact Development project, starting the 45-day lien filing period for project closeout.



PUBLIC WORKS
Kevin Nielsen, *Director*

80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284

June 13th, 2018

SRV Construction, Inc.
Attn: John Snyder
P.O. Box 507
Anacortes, WA 98221

Subject: 1st Street Low Impact Development Project – Notice of Physical Completion

Dear John,

In accordance with Section 1-05.11(1) of the Special Provisions, this project was considered physically complete as of today, Wednesday, June 13th, 2018. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

Upon obtaining receipt of the above items and acceptance I will submit a notice of completion of public works project to obtain the following:

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I

It has been a pleasure working with SRV Construction, Inc. on this project. I look forward to working with you in the future.

Sincerely,


A handwritten signature in blue ink that reads "Adam Benton".

Adam Benton
Project Engineer

Index #9

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

CITY COUNCIL MEETING DATE: July 9, 2017

AGENDA ITEM:	
Transportation Benefit District 2017 Annual Report, Project Additions and 2019 Projects	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
2017 Annual TBD Report Summary Presentation	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
2017 Annual Report:	
Per RCW 36.73.160(2), the Marysville Transportation Benefit District (TBD) is required to issue an annual report detailing the District’s revenues, expenditures and status of all projects, including cost and construction schedules. The report is to be distributed to the public and newspaper of record. Attached is the 2017 annual report for review and approval.	
TBD Project Additions:	
Due to higher than anticipated revenue projections and the need for additional funds to deliver critical transportation projects, staff have proposed additions to the TBD project list for your review and approval per the attached presentation.	
2019 Projects:	
Attached for your review and approval are the 2019 TBD projects as recommended by staff. Staff have requested approval of the projects so we can start design beginning in 2018. The presentation includes a project breakdown, project description, estimated costs, project photos and map.	

RECOMMENDED ACTION:
Staff recommends that Council approve the 2017 Annual TBD Report, approve the TBD project additions, and approve the 2019 TBD project list per the attached presentation.



Marysville Transportation Benefit District

Official Notice of 2017 Annual Report

NOTICE IS HEREBY GIVEN that the City Council is issuing the Marysville Transportation Benefit District 2017 Annual Report to the Marysville residents.

The Marysville Transportation Benefit District (MTBD) was created on January 13, 2014. The creation of the MTBD established the boundaries as the entire City of Marysville as it currently exists or any adjustment to the boundaries in the future. In April, 2014 the citizens of Marysville approved a ballot measure authorizing the MTBD to collect two tenths of one percent sales tax for a period of 10 years.

Revenues from this tax are to be dedicated for the purposes of ongoing transportation improvements that preserve, maintain and as appropriate, construct or reconstruct the transportation infrastructure of the City of Marysville.

The MTBD is governed by the City of Marysville Council. The MTBD began receiving sales tax receipts in December, 2014.

2017 Report

2017 Financial Summary of the MTBD activity (as of 12/31/2017):

Sales Tax & investment Income	2,266,870
TOTAL REVENUES	\$ 2,266,870
2016 Pavement Preservation Projects (carry over)	64,579
2017 Pavement Preservation Projects	1,766,325
Sunnyside Elementary Safe Routes to School	98,580
Marshall Elementary Safe Routes to School	326,592
Sunnyside Overlay	19,806
2018 Pavement Preservation Projects	29,902
Grove Street Pedestrian & Bike	60,055
TOTAL EXPENDITURES	\$ 2,365,839

Please visit <http://www.marysvillewa.gov> for additional information.

CITY OF MARYSVILLE

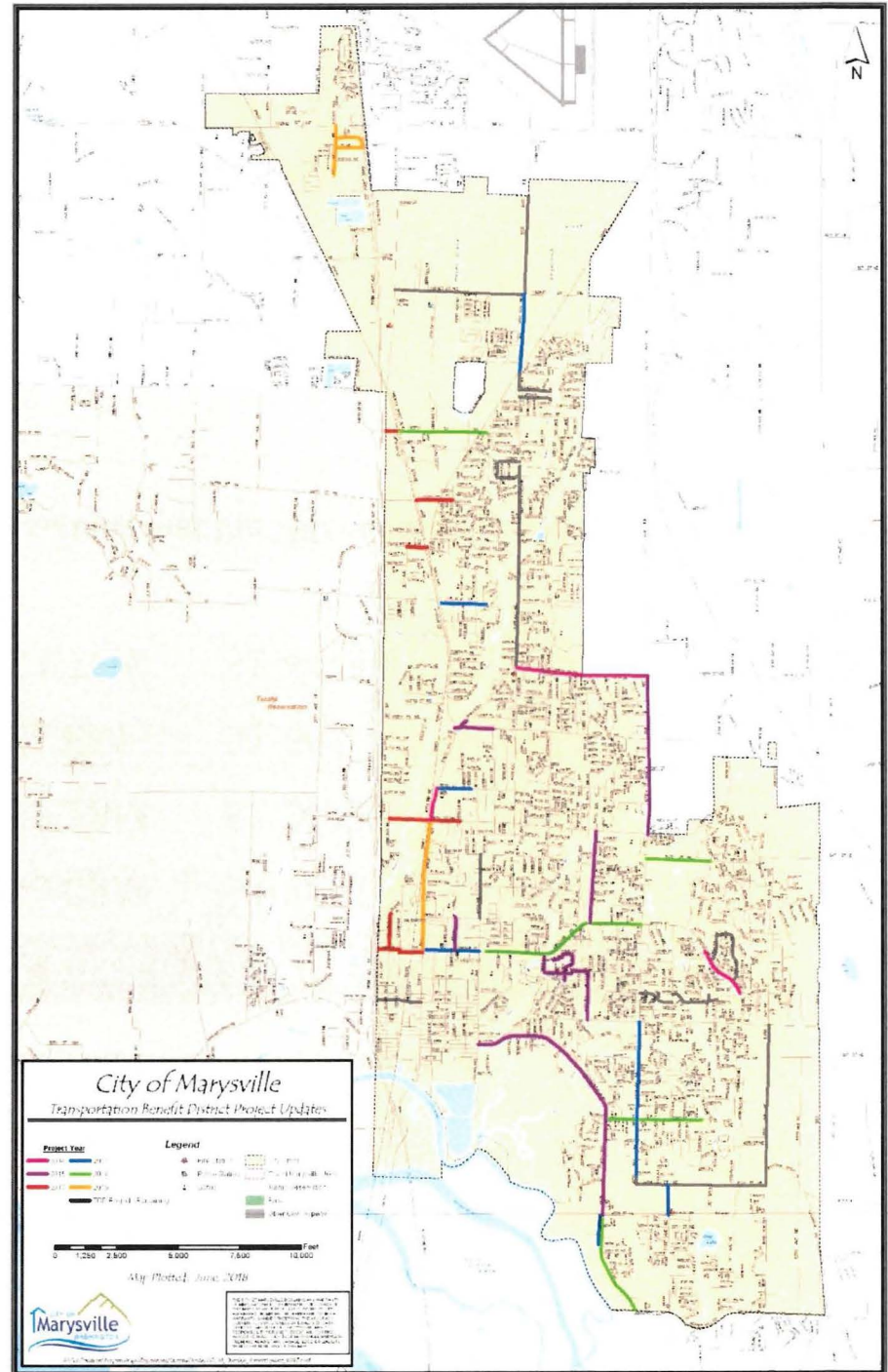
Sandy Langdon, Finance Director

Dated December 31, 2017

TBD Project Additions



TBD Projects Map



Transportation Benefit District

- 2017 Annual Report
- TBD Project Additions
- 2019 Projects



The Transportation Benefit District (TBD) is pleased to present its 2017 Annual Report. This report is designed to provide information to the citizens of Marysville about how their TBD dollars were spent.

Background

Why the TBD was Established?

The TBD was formed by the Marysville City Council in 2013 to replace the transportation funding used to preserve, maintain and expand the City's transportation infrastructure.

What is a TBD?

The TBD is a separate and independent taxing district authorized by state law and created for the sole purpose of repairing, building, improving, preserving and funding transportation improvements within the district. Due to recent changes in State Law, the City has assumed all rights, powers, immunities, functions and obligations of the TBD. (see Ordinance No. 3006)

What is the Funding Source?

On April 2014, Marysville voters approved a 0.2% sales and use tax increase. The tax increase went into effect on October 1, 2014. The revenue from the sales tax is estimated to generate \$1.6 million per year over a 10-year period towards TBD-designated projects.

Additional Information is available on the City's Website at:

<http://marysvillewa.gov/index.aspx?NID=585>



TBD Oversight

The Marysville City Council oversees the Transportation Benefit District. TBD business will be conducted with regular City Council business at City Council meetings held on the second and third Monday's of the month. Meetings are held at the Marysville City Hall, Council Chambers, 1049 State Avenue.

City Council

Jeffrey Vaughan

Stephen C. Muller

Kamille Norton, Council President

Tom King

Michael Stevens

Rob Toyer

Mark James

Questions or Comments:

Please contact the City of Marysville Public Works Department at (360) 363-8100.

Sunnyside Elementary Safe Routes to School

The City received a grant from the WSDOT Pedestrian and Bicycle program to construct new sidewalks and bicycle lanes on Sunnyside Blvd near Sunnyside Elementary School. TBD Board authorized staff to move forward with the project in 2016. Construction was completed in 2017. The total project cost was \$284,290, of which \$185,710 was grant funded and the remaining \$98,580 was funded by the TBD. \$98,580 was funded by the TBD in 2017.



Other 2017 TBD Expenditures

The follow TBD expenditures occurred in 2017 and are summarized below:

- **\$64,579 – carryover from 2016 Pavement Preservation Program (delayed pavement markings until 2017)**
- **\$60,055 – adjustment to Grove Street Ped and Bike project completed in 2016**
- **\$19,806 – design for Sunnyside Overlay (scheduled for 2018)**
- **\$29,902 – design for 2018 Pavement Preservation Program**



Surplus TBD Revenue

- TBD funds are needed to fund other critical transportation projects over the next several years. Here is a list of recommended projects:

Project	2018	2019	2020
83 rd and Soper Hill Rd Intersection Improvements	\$200K (Design)	\$1.25M (Construction)	\$0
Soper Hill Rd and 71 st Ave NE Intersection Improvements	\$0	\$300K (Design)	\$350K (Design + RW)
Sunnyside Blvd and 53 rd Ave NE Intersection Improvements	\$0	\$0	\$250K (Design + RW)
Quinn Avenue Sidewalk Improvements (CDBG) *	\$84,000 (Construction)	\$0	\$0
Alder Avenue Sidewalk Improvements (CDBG)	\$7,000 (Design)	\$40,000 (Construction)	\$0
Crosswalk Improvements (CDBG)	\$15,000 (Construction)	\$0	\$0
ADA Transition Plan & Pavement Management System Updated	\$0	\$500,000	\$0



- Estimated \$3.0M in additional TBD projects from 2018-2020**

*Quinn Avenue Sidewalk Improvements (CDBG) already approved at 5/14 Council

Summary and Action

- **Over 59% of all TBD projects within the 10-year program and beginning in 2014 have been completed.**
- **With current TBD revenues, all projects within the original TBD list be continue to be delivered over the 10-year program.**
- **An estimated surplus of over \$3.0M in TBD funds from 2018-2020 will be used to fund needed transportation projects.**
- **City Council will be requested to take action to add new projects to the TBD program.**



2019 Transportation Benefit District

- **The 2019 TBD program includes \$3.74M per the following projects:**
 - **\$1,600,000 for 2019 Pavement Preservation Program (including ADA ramp upgrades)**
 - **State Avenue (Grove Street to 88th St NE) - \$1,100,000**
 - **Lakewood Crossing Area Streets - \$500,000**
 - **27th Ave NE (172nd St NE to end) - \$250,000**
 - **171st Pl NE (27th Ave NE to Twin Lakes Blvd) - \$100,000**
 - **169th Pl NE (27th Ave NE to Twin Lake Blvd) - \$100,000**
 - **Twin Lakes Blvd (27th Ave NE to 169th Ave NE) - \$50,000**
 - **83rd Ave NE and Soper Hill Road Intersection Improvements - \$1,250,000**
 - **Soper Hill Road and 71st Ave NE Intersection Improvements - \$350,000**
 - **Alder Avenue Sidewalk Improvements - \$40,000**
 - **ADA Transition Plan and Pavement Management System - \$500,000**



2019 Pavement Preservation Program

- **State Avenue (Grove Street to 88th St NE) - Project Cost Est. \$1,100,000**
- **Lakewood Crossing Area Streets - \$500,000**
 - **27th Ave NE (172nd St NE to end) - \$250,000**
 - **171st Pl NE (27th Ave NE to Twin Lakes Blvd) - \$100,000**
 - **169th Pl NE (27th Ave NE to Twin Lake Blvd) - \$100,000**
 - **Twin Lakes Blvd (27th Ave NE to 169th Ave NE) - \$50,000**



Soper Hill Rd and 71st Ave NE Intersection Improvements

Project Cost Est. \$350,000 (Design)

Funds will be used to start design of intersection improvements at the skewed intersection of Soper Hill Rd, 71st Ave NE and Sunnyside Blvd.



ADA Transition Plan and Pavement Management System Update

Project Cost Est. \$500,000

ADA Transition Plan

In accordance with the American's with Disabilities Act (ADA), local governments must develop a transition plan describing how it will ensure its facilities, services, programs and activities are accessible. The transition plan:

- Identifies physical barriers that limit the accessibility of its programs or activities to individuals with disabilities
- Describes the methods that will be used to remove the barriers
- Provides and estimated schedule for taking the steps necessary to achieve compliance
- Identifies the official responsible for implementation of the plan

WSDOT will require agencies to have an ADA Transition Plan by April 2021 and may be a condition in order for an agency to receive federal funds.

Pavement Management System (PMS)

The City's PMS was last updated in 2008. Pavement ratings shall be performed more often. Pavement ratings help the City to plan and determine where to resurface a roadway, what type of treatment is needed and overall pavement preservation needs. The pavement rating will also determine what type of repair we require from developers or utilities per our Engineering Design and Development Standards.



Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7/9/2018

AGENDA ITEM: Approval of Special Event Permit Application; Downtown Marysville Merchants Association	
PREPARED BY: Carol Mulligan DEPARTMENT: Community Development	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Copy of Special Event Permit Application 2. Copy of site map. 3. MMC 5.46.	
BUDGET CODE:	AMOUNT:

SUMMARY:

The Downtown Marysville Merchants' Association has submitted an application to obtain a Special Event Permit to conduct "**3rd Street Vintage Market**", a street fair and marketplace for the sale of vintage items, to be held on Saturday, July 14, 2018. The applicant has requested the temporary street closure at the event location on 3rd Street, between State Avenue and Columbia Avenue, and Columbia Avenue between 2nd Street and 3rd Street, in order to conduct this proposed event. City staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

<p>RECOMMENDED ACTION: City staff recommends City Council approve the application for Downtown Marysville Merchants' Association to conduct a special event on Saturday, July 14, 2018, including the street closure of 3rd Street between State Avenue and Columbia Avenue, , and Columbia Avenue between 2nd Street and 3rd Street, as requested by the applicant.</p>
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SPECIAL EVENT PERMIT APPLICATION

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

Received 122

JUN 25 2018

City of Marysville
Community Development

FOR AGENCY USE	Date: 6.24.2018	File: BUS18-0024	Fee: \$100.00
	NAME OF EVENT		PROPOSED DATES
	3 rd Street Vintage Market		JULY 14, 2018
	APPLICANT	SPONSORING NON-PROFIT	EVENT ORGANIZER
Name	DANA A. WREN	DMMA	DANA A. WREN
Mailing Address	1510 3 rd ST		
City, State, ZIP	Marysville, WA 98270		
Phone (home/office)	206-612-6124		
Phone (cell)	206-707-5195		
E-mail	wrenhaven@aol.com		
SITE INFORMATION			
Set-up date/time	0600 7.14.18	Dismantling Date/time	1500 7.14.18
		Hours of operation	10-3
Estimated number of participants	30-35	Will admission fee be charged? (please note amount)	No
Will alcohol be served at event? (if yes please explain)	No		
Type of activity planned (Describe event) and Proposed Activities	Vintage Market		
Location to be used (Describe area to be used, attach map/route plan)	State Ave to Columbia Ave on 3 rd street		
List any City Assistance that May be Required.	Requests Attached		
Does event involve political or religious activity intended primarily for the communication or expression of ideas?	No		

ASSISTANCE & EQUIPMENT Requested:

1 - Garbage Dumpster - South side of 3rd st on Columbia

4 EA Garbage & Recycle Tots delivered to South side of 3rd on Columbia

Street Closure - @ 0600 Third st to Columbia

Vintage Market 1000 - 1500.

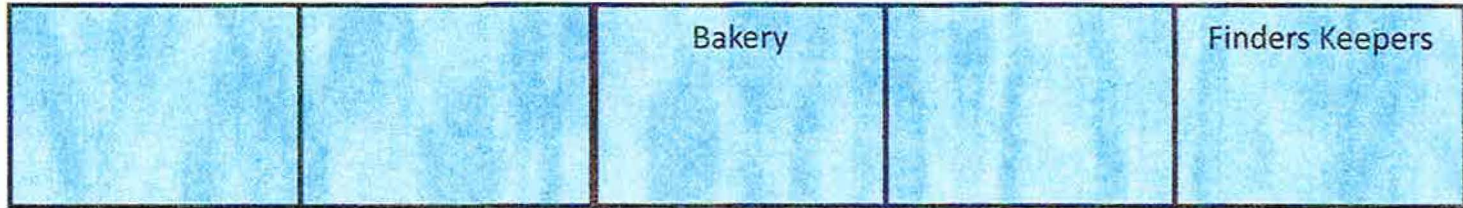
3rd st to be cleared by 1700.

Thanks for your assistance.

Dana When - 206 707-5145



Fourth Street



3rd Street Vintage Market Booth Placement



Third Street



State Street

Columbia Street
 ←
 Closed to 2nd St
 Food Vendor

Handicap
Parking

Chapter 5.46 SPECIAL EVENTS

Sections:

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

5.46.010 Definitions.

Terms used in this chapter shall have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

5.46.020 Special event permit required.

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

5.46.025 Exceptions to special event permit requirement.

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

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

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

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

5.46.030 Permit application.

- (1) An application for a special event permit can be obtained at the office of the community development director and will be completed and submitted to the community development director and/or designee no later than 60 days prior to the proposed event. A completed application does not constitute approval of the permit.
- (2) A waiver of application deadline shall be granted upon a showing of good cause or at the discretion of the community development director and/or designee. The community development director and/or designee shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of expressive activity.
- (3) The following information shall be provided on the special event permit application:
 - (a) The name, address, fax, cell, day of event contact number, email address, and office telephone number of the applicant;
 - (b) A certification that the applicant will be financially responsible for any city fees or costs that may be imposed for the special event;

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

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

5.46.040 Approval.

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

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

5.46.050 Fees.

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

5.46.060 Departmental analysis.

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

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

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

5.46.070 Insurance required.

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

5.46.080 Denial of permit.

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

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

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

5.46.090 Appeal.

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

5.46.100 Sanitation.

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

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

5.46.110 Revocation of special event permit.

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

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

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

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

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

5.46.120 Cost recovery for unlawful special event.

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

5.46.130 Expressive activity special event.

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

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

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

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

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

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

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

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

5.46.140 Penalties for violation.

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

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 9, 2018

AGENDA ITEM:	
Mutual Agreement Regarding Application of Traffic Impact Fee Refund	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Holland, Planning Manager	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. MMC Chapter 22D.030 <i>Traffic Impact Fees and Mitigation</i> 2. Mutual Agreement Regarding Application of Traffic Impact Fee Refund 	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Fernandez Investments, LLC paid the City of Marysville \$173,910 in traffic impact fees (TIF) for traffic impact caused with the construction of Marysville Ford. Pursuant to MMC 22D.030.070(5)(b) Fernandez Investments, LLC made an application for a traffic impact fee exemption.

Marysville Ford has generated to the City an average annual City of Marysville portion sales and use tax revenue of at least \$200,000 based upon the three-year period commencing for the date of certificate of occupancy. Therefore, Fernandez Investments, LLC is entitled to a refund of 50% of the TIF.

Fernandez Investments, LLC submitted an application for construction of a new auto dealership, known as Marysville Auto Center. Marysville Auto Center is subject to payment of TIF in the amount of \$67,488. Fernandez Investments, LLC desires to enter into an agreement for the refund from Marysville Ford to be applied to the TIF for Marysville Auto Center. The remainder of the fees not used to pay TIF for Marysville Auto Center will be refunded to Fernandez Investments, LLC, along with accrued interest.

RECOMMENDED ACTION:

Authorize the Mayor to sign and execute the *Mutual Agreement Regarding Application of Traffic Impact Fee Refund*, transferring \$67,488 of the refund for Marysville Ford and applying it to the traffic impact fees owed for Marysville Auto Center with the remainder of the fees refunded to Fernandez Investments, LLC, along with accrued interest.

**Chapter 22D.030
TRAFFIC IMPACT FEES AND MITIGATION**

Sections:

- [22D.030.010](#) Findings.
- [22D.030.020](#) Declaration of purpose.
- [22D.030.030](#) Relationship to environmental impacts.
- [22D.030.040](#) Definitions.
- [22D.030.050](#) Road policy – General provisions.
- [22D.030.060](#) Traffic study.
- [22D.030.070](#) Determination and fulfillment of road system obligations.
- [22D.030.071](#) Exemption of traffic impact fees for low-income housing.
- [22D.030.080](#) Appeals.
- [22D.030.090](#) Severability and duty.

22D.030.010 Findings.

It is hereby found that the acquisition, construction, and improvement of roads to serve new developments in the city of Marysville is a major burden upon city government; that the city is experiencing a rapid, large-scale increase in intensity of land use and in population growth; that rapid growth creates large “front-end” demands for city services, including roads, and causes increased road usage; that existing and projected city funds are not adequate to meet the public’s projected road needs; that failure to ensure that road improvements are made as traffic increases causes severe safety problems, impedes commerce and interferes with the comfort and repose of the public; and that the provisions of this title are necessary to preserve the legislature’s intent that the city, in the exercise of reasonable discretion, retain ultimate responsibility for city services and its financial integrity.

It is further found that the city has the power under existing law to condition development and require road improvements reasonably related to the traffic impact of a proposed development, and that it is appropriate and desirable to set out in this title what will be required of developments, and to establish hereby a uniform method of treatment for similar development impact on road systems. It is further found that the State Growth Management Act (GMA) and RCW 36.70A.070(6)(e) require that “local jurisdictions must adopt and enforce ordinances which prohibit development approval if the development causes the level of service on a transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development” and that “For the purposes of this subsection [RCW 36.70A.070(6)], ‘concurrent with development’ shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years.” It is further

found that this title is consistent with and implements the comprehensive plan adopted pursuant to Chapter 36.70A RCW.

It is further found that the total benefits of certain transportation demand management measures in reducing marginal trips are projected to significantly outweigh the total costs. It is further found and declared that the regulations contained in this title are necessary for the protection and preservation of the public health, safety and general welfare. (Ord. 2852 § 10 (Exh. A), 2011).

22D.030.020 Declaration of purpose.

The purpose of this title is to ensure that public health, safety and welfare will be preserved by having safe and efficient roads serving new and existing developments by requiring all development, as defined in MMC [22D.030.040](#)(10), to mitigate traffic impacts, which may include a proportionate share payment reasonably related to the traffic impact of the proposed development and construction of road improvements and dedication of rights-of-way reasonably necessary as a result of the direct traffic impact of proposed developments.

This title is intended to ensure that city policy for the provision of safe and adequate access and the allocation of responsibility for immediate or future road improvements necessitated by new development is fairly and consistently applied to all developments. The requirements of this title apply to all developments and road systems meeting the definitions of MMC [22D.030.040](#). Mitigation of impacts on state highways, city streets or county roads will be required in accordance with the provisions of this title when the WSDOT, city or county has reviewed the development's impact under its policies adopted pursuant to Chapter 36.70A RCW or its formally designated environmental policies, as applicable, and has recommended to the city that there be a requirement to mitigate the impact; and in the event of traffic impacts on state highways or county roads there is an agreement between the city and the other affected agency or jurisdiction which specifically addresses impact identification, documentation, and mitigation, and which references the policies adopted pursuant to Chapter 36.70A RCW and environmental policies formally designated by the agency or jurisdiction as possible bases for the exercise of authority under Chapter 36.70A RCW or State Environmental Policy Act (SEPA).

This title requires the analysis and mitigation of a development's traffic impact on the public road system. In order to quantify the continuing need for road improvements on the public road system anticipated by projected growth, the public works department is authorized to develop and update a capital facilities element of the comprehensive plan based on and consistent with the comprehensive plan's transportation element. The capital facilities element shall be used in evaluating the traffic impact of developments and determining necessary mitigation of such impacts. (Ord. 2852 § 10 (Exh. A), 2011).

22D.030.030 Relationship to environmental impacts.

The requirements of this title, together with the comprehensive plan adopted pursuant to Chapter 36.70A RCW and MMC Title 22, and other development regulations and policies that may be adopted, constitute the policy of the city under the GMA and SEPA for the review of development and the determination of significant adverse environmental impacts and imposition of mitigation requirements due to the impacts of development on the transportation system. Measures required by this title shall constitute adequate mitigation of adverse or significant adverse environmental impacts on the road system for the purposes of Chapter 22E.030 MMC to the extent that the director determines the specific impacts of the development are adequately addressed by this title in accordance with Chapter 43.21C RCW as allowed by Chapter 36.70B RCW.

As a policy of the city, the provisions of this title do not limit the ability of the approving authority to impose mitigation requirements for the direct impacts of development on state highways, or county streets, where the other affected jurisdiction lies outside the road system of a development, as defined by this title; provided, that there is an agreement between the city and another affected jurisdiction which specifically addresses level of service standards, impact identification, documentation, and mitigation, and which references the environmental policies formally designated by the agency or jurisdiction and it is determined that an adverse environmental impact would result from the approval of a development without the imposition of such additional mitigation measures. In accordance with RCW 43.21C.065 and 82.02.100, a person required to make a proportionate share mitigating payment under a SEPA payment program or pay an impact fee under a GMA mandatory impact fee program shall only be required to make a payment or pay a fee pursuant to either SEPA or the GMA, but not both for the same system improvements. (Ord. 2852 § 10 (Exh. A), 2011).

22D.030.040 Definitions.

- (1) "Approving authority" means the city employee, agency or official having authority to issue the approval or permit for the development involved.
- (2) "Arterial unit" means a road, segment of a road, or portion of a road or a system of roads, or intersection, consistent with the level of service methodology adopted in the city transportation element of the comprehensive plan and consistent with the criteria established by the director, for the purpose of making level of service concurrency determinations.
- (3) "Arterial unit in arrears" means any arterial unit operating below the adopted level of service standard adopted in the transportation element of the comprehensive plan, except where improvements to such a unit have been programmed in the city six-year transportation improvement program adopted pursuant to RCW 36.81.121 with funding identified that would remedy the deficiency within six years.
- (4) "Capacity improvements" means any improvements that increase the vehicle and/or people moving capacity of the road system.

(5) "Capital facilities plan" means all documents comprising the capital facilities element of the comprehensive plan that, for capital facilities, consists of an inventory of facilities owned by public entities, forecasts of future needs, new and expanded facilities, and a multi-year financing plan, adopted pursuant to Chapter 36.70A RCW.

(6) "Comprehensive plan" means the generalized, coordinated land use policy statement of the city council adopted pursuant to Chapter 36.70A RCW, which may include a land use plan, a capital facilities plan, a transportation element, subarea plans and any such other documents or portions of documents identified as constituting part of the comprehensive plan under Chapter 36.70A RCW.

(7) "Dedication" means conveyance of land to the city for road purposes by deed or some other instrument of conveyance or by dedication on a duly filed and recorded plat or short plat.

(8) "Department" means either the city of Marysville public works or community development department, whichever department is relevant to the city action being referred to in this title.

(9) "Developer" means the person applying for or receiving a permit or approval for a development as defined in subsection (10) of this section.

(10) "Development" means all the subdivisions, short subdivisions, industrial or commercial building permits, conditional use permits, binding site plans (including those associated with rezone applications), or building permits (including building permits for multifamily and duplex residential structures, and all similar uses), changes in occupancy and other applications pertaining to land uses that:

(a) Require land use permits or approval by the city of Marysville; or

(b) Which are located in areas of the county or other cities and which will impact the city of Marysville's public road system.

"Development" does not include building permits for single-family residential dwellings, attached or detached accessory apartments, or duplex conversions, on existing tax lots.

(11) "Direct traffic impact" means any new vehicular trip added by new development to its road system as defined in subsection (20) of this section.

(12) "Director" means the director of the city of Marysville department of either public works or community development or his/her authorized designee, whichever director is relevant to the city action being referred to in this title.

(13) "Frontage improvements" means improvements on roadways abutting a development and tapers thereto required as a result of a development. Generally, frontage improvements shall consist of

appropriate base materials; curb, gutter, and sidewalk; storm drainage improvements; bus pullouts and waiting areas where necessary; bicycle lanes and bicycle paths where applicable; and lane improvements.

(14) "Highway capacity manual" means the current Highway Capacity Manual, Transportation Research Board, National Research Council, 2101 Constitution Avenue, Washington, D.C.; amendments thereto; and any supplemental editions or documents published by the Transportation Research Board adopted by the U.S. Department of Transportation, Federal Highway Administration.

(15) "Inadequate road condition" means any road condition, whether existing on the road system or created by a new development's access or impact on the road system, which jeopardizes the safety of road users, including nonautomotive users, as determined by the city engineer in accordance with the department policy and procedure for the determination of inadequate road conditions.

(16) "Level of service (LOS)" means a qualitative measure describing operational conditions within a traffic stream, and the perception thereof by road users. Level of service standards may be evaluated in terms such as speed and travel time, freedom to maneuver, traffic interruptions, comfort, convenience, geographic accessibility, and safety. The highway capacity manual defines six levels of service for each type of facility for which analysis procedures are available. They are given letter designations, from A to F, with level-of-service A representing the best operating condition, and level-of-service F the worst. For the purposes of this title, level of service will be measured only on arterial units.

(17) "Off-site road improvement" means improvement, except a frontage improvement, to an existing or proposed city or county road outside the boundaries of a development, which improvement is required or recommended in accordance with this title.

(18) "Public agency" means any school district, public water, sewer or utility district; fire district; airport district; public transportation benefit area; or local government agency seeking a land use permit or approval reviewed under this title.

(19) "Road" means an open, public way for the passage of vehicles that, where appropriate, may include pedestrian, equestrian and bicycle facilities. Limits include the outside edge of sidewalks, or curbs and gutters, paths, walkways, or side ditches, including the appertaining shoulder and all slopes, ditches, channels, waterways, and other features necessary for proper drainage and structural stability within the right-of-way or access easement.

(20) "Road system" means those existing or proposed public roads, whether state, county or city (including freeway interchanges with county roads or city streets and the ramps for those interchanges but excluding freeway mainlines), within the transportation service area.

(21) "Transportation element" means the element of the city comprehensive plan that for transportation consists of goals and policies, an inventory of facilities and services, adopted level of service standards, an analysis of deficiencies and needs, system improvements and management strategies and a multi-year financial plan, adopted pursuant to Chapter 36.70A RCW.

(22) "Transportation service area" means a geographic area of the city, as defined in the transportation element, identified for the purpose of evaluating the transportation impacts of development, determining proportionate shares of needed transportation improvements and allocating revenue to transportation improvement projects.

(23) "WSDOT" means the Washington State Department of Transportation. (Ord. 2852 § 10 (Exh. A), 2011).

22D.030.050 Road policy – General provisions.

(1) Applicability to Development – General. Any application for approval of a permit for a development in the city of Marysville is subject to the provisions of this title.

(2) Director's Recommendation, Approval.

(a) In approving or permitting a development, the approving authority shall consider the director's recommendations and act in conformity with this title.

(b) The director shall only recommend approval of a development if, in the director's opinion, adequate provisions for public roads, access, and mitigation of the transportation impacts of the development are made as provided in the city's development regulations, SEPA, and this title.

(c) The director shall only recommend approval of a development if the development is deemed to be concurrent in accordance with MMC [22D.030.070](#)(6).

(3) Excessive Expenditure of Public Funds. If the location, nature, and/or timing of a proposed development necessitates the expenditure of public funds in excess of those currently available for the necessary road improvement or inconsistent with priorities established to serve the general public benefit, and provision has not otherwise been made to meet the mitigation requirements as provided in this title, the city may refuse to approve or grant a permit for development. As an alternative, the city may allow the developer to alter the proposal so that the need for road improvement is lessened or may provide the developer with the option of bearing all or more than the development's proportionate share of the required road improvement costs, in which case the developer may attempt to recover its investment from subsequent developers whose projects utilize the road improvement.

(4) Development Mitigation Obligations. Any application for approval of a permit for a development shall be reviewed to determine any requirements or mitigation obligations that may be applicable for the following:

- (a) Impact on road system capacity;
- (b) Impact on specific level of service deficiencies;
- (c) Impact on specific inadequate road condition locations;
- (d) Frontage improvements requirements;
- (e) Access and transportation system circulation requirements;
- (f) Dedication or deeding of rights-of-way requirements;
- (g) Impact on state highways, and other cities' and counties' roads;
- (h) Transportation demand management measures.

(5) Road System Capacity Requirements. The direct traffic impacts of any development on the capacity of all arterials and nonarterials in the road system identified as needing future capacity improvements in the currently adopted transportation element will be mitigated either by constructing road improvements which offset the traffic impact of the development or by paying the development's share of the cost of the future capacity improvements.

(6) Level of Service Standards.

(a) As required by RCW 36.70A.070(6)(b), standards for levels of service on city arterials have been adopted by the city in its comprehensive plan adopted pursuant to the State Growth Management Act. The department will plan, program and construct transportation system capacity improvements for the purpose of maintaining these adopted level of service standards in order to facilitate new development that is consistent with the city's comprehensive plan.

(b) In accordance with RCW 36.70A.070(6) (e), no development will be approved which would cause the level of service on any arterial unit to fall below the adopted level of service standards unless improvements are programmed and funding identified which would remedy the deficiency within six years.

(c) When the city council determines that excessive expenditure of public funds is not warranted for the purpose of maintaining adopted level of service standards on an arterial unit, the city council may designate, by motion, such arterial unit as being at ultimate capacity. Improvements needed to address operational and safety issues may be identified in conjunction with such ultimate capacity designation.

(d) Level of service standards for arterial units which have been designated by the city council as ultimate capacity arterial units, and that directly connect state routes with a city, may be

determined jointly by the state, county and city through an interlocal agreement.

(e) In order to promote efficiency in the transportation system and to maximize the benefits received from public investment through increased use of transit, ridesharing, and nonmotorized transportation, all new developments in the urban area shall provide a projection of sufficient transportation demand management measures to remove a minimum of five percent of a development's p.m. peak-hour trips from the road system.

(7) Inadequate Pre-Existing Road Conditions.

(a) Mitigation of impacts on inadequate pre-existing road conditions is required in order to improve inadequate roads in accordance with adopted standards, prior to dealing with the impacts of traffic from new development. If such inadequate conditions are found to be existing in the road system at the time of development application review and the development will put three or more p.m. peak-hour trips through the identified locations, the development will be approved only if provisions are made in accordance with MMC [22D.030.070](#) for improving the inadequate road conditions.

(b) The director or his/her authorized designee, in accordance with the department policy and procedure, will make determinations of road inadequacy for determination of inadequate road conditions.

(8) Frontage Improvements. All developments will be required to make frontage improvements in accordance with MMC 12.02A.090.

(9) Access and Transportation Circulation Requirements. All developments shall be required to provide for access and transportation circulation in accordance with the comprehensive plan and the development regulations applicable to the particular development, to design and construct such access in accordance with the adopted engineering design and development standards, and to improve existing roads that provide access to the development in order to comply with adopted design standards. Access to state highways and city roads shall be in accordance with the applicable state or city standards and requirements.

(10) Right-of-Way Requirements. As provided for by RCW 82.02.020, all developments, as a condition of approval, will be required to deed or dedicate property, as appropriate pursuant to MMC 12.02A.110, when to do so is found by the director or a city hearing entity to be reasonably necessary as a direct result of the proposed development, for improvement, use or maintenance of the road system serving the proposed development.

(11) State Highways, Cities, and Counties.

(a) Any level of service standards and concurrency requirements established in accordance with

RCW 36.70A.070 for state highways will be addressed by a letter of understanding or an interlocal agreement between the city and WSDOT. All developments will be required to mitigate impacts that are under the jurisdiction of the WSDOT that are part of the transportation service area. The mitigating measures recommended by WSDOT will be imposed as a condition of development approval to the extent that such requirements are reasonably related to the impact of the proposed development and consistent with the terms of a letter of understanding or an interlocal agreement between the city and WSDOT.

(b) Any level of service standards and concurrency requirements established in accordance with RCW 36.70A.070 for roads under the jurisdiction of other cities or the county will be addressed by an interlocal agreement between the city and the other city or county. The measures recommended by the county or other city will be imposed as a condition of development approval to the extent that such requirements are reasonably related to the impact of the proposed development and consistent with the terms of an interlocal agreement between the city and the other agency.

(12) Director Authorization for Administrative Policies and Technical Procedures. The director is hereby authorized to produce and maintain administrative policies and technical procedures in order to administer this title. The policies and procedures shall cover the various aspects of processing land use applications and shall set forth any necessary procedural requirements for developers to follow in order for their applications to be processed by staff in an efficient manner. The director shall produce administrative policies and technical procedures on at least the following topics:

- (a) Traffic studies: scoping, elements, processing;
- (b) Level of service determination: methodology, data collection;
- (c) Transit compatibility: transit supportive criteria;
- (d) Inadequate road conditions: criteria for identification;
- (e) Frontage improvements: standards, variables;
- (f) Mitigation measures: extent, timing, agreements.

(13) Development Permit Application Completeness. For purposes of this title, permit applications for development shall be determined to be complete in accordance with the complete application provisions as defined in the applicable development regulations in accordance with Chapter 36.70B RCW. A development permit application shall not be considered complete until all traffic studies or data required in accordance with MMC [22D.030.060](#) and/or specified in the preapplication meeting required by MMC 22G.010.030 are received. Review periods and time limits shall be as established in Chapter 22G.010 MMC in accordance with RCW 36.70A.065 and 36.70A.440 as recodified by ESHB

1724, Chapter 347, Laws of 1995. (Ord. 2852 § 10 (Exh. A), 2011).

22D.030.060 Traffic study.

(1) When Required. In order to provide sufficient information to assess a development's impact on the road system, developments adding three or more p.m. peak-hour trips will be required to provide a traffic study when it has been determined at the presubmittal meeting that there is not sufficient information existing in the department's database to adequately assess the traffic impacts of the development. The traffic study will consist of at least traffic generation and distribution. The director may require that additional information be provided on impacts of the development to level of service of affected streets, inadequate road conditions, adequacy of the proportionate share calculations of any voluntary payments required under this title to reasonably or adequately mitigate for impacts of the proposed development, and conformance with the adopted transportation element. The director shall determine at the preapplication conference the need for a study and the scope of analysis of any needed study. The director shall also determine if the traffic study may rely on the Institute of Transportation Engineers (ITE) Trip Generation Manual.

If, in the opinion of the director, there is sufficient information known about a development's road system from previous traffic studies, the director may waive the requirement for a traffic study and so state the finding in the preapplication meeting. In such cases, the existing information will be used to establish any necessary traffic mitigation requirements to be recommended in the review of the development. (Ord. 2852 § 10 (Exh. A), 2011).

22D.030.070 Determination and fulfillment of road system obligations.

(1) Determination of Developer Obligations.

(a) Applications which have a prior SEPA threshold determination establishing developer obligation for the transportation impacts at time of enactment of the ordinance codified in this title shall be vested under the development obligation identified under SEPA.

(b) A determination of developer obligation shall be made by the city before approval of preliminary plats, short subdivisions, and conditional use permits. For binding site plans (including those associated with rezone applications) and commercial permits, the determination of developer obligation shall be made prior to issuance of a building permit.

(c) Mitigation measures imposed as conditions of approval of conditional use permits or binding site plans shall remain valid until the expiration date of the concurrency determination for a development. Any building permit application submitted after the expiration date shall be subject to full reinvestigation of traffic impacts under this title before the building permit can be issued. Determination of new or additional impact mitigation measures shall take into consideration, and may allow credit for, mitigation measures fully accomplished in connection with approval of the

conditional use permit, the binding site plan, or prior building permits pursuant to a binding site plan, only where those mitigation measures addressed impacts of the current building permit application.

(d) The director, following review of any required traffic study and any other pertinent data, shall inform the developer in writing what the development's impacts and mitigation obligations are under this title. The developer shall make a written proposal for mitigation of the development's traffic impact, except when such mitigation is by payment of any impact fee under the authority provided to the city under RCW 82.02.050(2). When the developer's written proposal has been reviewed for accuracy and completeness by the director, the director shall make a recommendation to the community development department as to the concurrency determination and conditions of approval or reasons for recommending denial of the land use application, citing the requirements of this title.

(e) For developments which require a public hearing, a developer must submit a written proposal to the director for mitigation of the development's traffic impact, except where such mitigation is by payment of any impact fee under the authority provided to the city under RCW 82.02.050(2). The written proposal must be submitted after any required traffic study has been reviewed and the director has stated the mitigation requirements pursuant to this chapter.

(f) Any request to amend a proposed development, following the determination of developer obligations and approval of the development, which causes an increase in the traffic generated by the development, or a change in points of access, shall be processed in the same manner as an original application and determined to be a substantial project revision, except where written concurrence is provided by the community development director that such request may be administratively approved.

(2) Road System Capacity Requirements.

(a) All developments must mitigate their impact upon the future capacity of the road system either by constructing off-site road improvements which offset the traffic impact of the development or by paying the development's proportionate share cost of the future capacity improvements as set forth in subsection (3) of this section.

(b) Construction Option – Requirements.

(i) If a developer chooses to mitigate the development's impact to the road system capacity by constructing off-site road improvements, the developer must investigate the impact, identify improvements, and offer a construction plan to the director for construction of the off-site improvements.

(ii) In cases where two or more developers have agreed to fully fund a certain improvement, the proportionate sharing of the costs shall be on any basis that the developers agree among themselves would be equitable. Under such an arrangement, the terms of the agreement shall be binding on each development as conditions of approval.

(iii) Any developer who volunteers to construct more than the development's share of the cost of off-site improvements may apply for a reimbursement contract.

(c) Payment Option – Requirements.

(i) If a developer chooses to mitigate the development's impact by making a proportionate share mitigating payment, the development's share of the cost of future capacity improvements will be equal to the development's peak-hour traffic (PHT) times the per-trip amount as identified in the transportation element of the comprehensive plan, as codified below.

(ii) If a developer chooses to mitigate the development's impact by making a proportionate share mitigating payment, the payment is required prior to building permit issuance unless the development is a subdivision or short subdivision, wherein the payment is required prior to the recording of the subdivision or short subdivision.

(iii) Any developer who volunteers to pay more than the development's share of the cost of off-site improvements may apply for a reimbursement contract.

(3) Traffic Impact Fee.

(a) The proportionate share fee amount shall be calculated in accordance with the formula established in Table I:

Table I:

A. Formula

- Step 1. Calculate total transportation plan costs (20-year).
- Step 2. Subtract costs assigned to other agencies = total city of Marysville costs.
- Step 3. Subtract city-funded noncapacity projects from total city of Marysville costs.
- Step 4. Subtract LID or other

separate developer funding sources = capacity added projects.

Step 5. Subtract city share for external capacity added traffic.

Step 6. Calculate applied discount.

The fee amount resulting from Step 5 is the required traffic impact fee payment.

(b) Data needed for calculation of the fee amount shall be provided in the adopted transportation element and street capital facility plan contained within the adopted city comprehensive plan, which data shall be updated at least annually.

(4) Temporary Enhanced Discount. For a period of three years from the effective date of the ordinance codified in this section, the discount referenced in Step 6 of Table I above (and which is based on data contained in Appendix A, Traffic Impact Fee Methodology, of the city’s Transportation Element) shall be adjusted from seven percent to 22 percent. From and after three years of the effective date of the ordinance codified in this section the subject discount shall automatically revert to seven percent without further action of the Marysville city council.

(5) Traffic Impact Fee Exemption.

(a) Traffic Impact Fee Exemption Established. Pursuant to RCW 82.02.060(2) and (4), there is hereby established an exemption from the traffic impact fee set forth in subsection (3) of this section for development activity which meets the criteria of subsection (5)(c) of this section.

(b) Application for Traffic Impact Fee Exemption. Any developer applying for or receiving a building permit which meets the criteria set forth in subsection (5)(c) of this section may apply to the director of public works or designee for an exemption from the traffic impact fee established pursuant to subsection (3) of this section. Said application shall be on forms provided by the city and shall be accompanied by all information and data the city deems necessary to process the application. To the extent it is authorized by law the city shall endeavor to keep all proprietary information submitted with said application confidential; provided, however, this section shall not create or establish a special duty to do so.

(c) Exemption Criteria. To be eligible for the traffic impact fee exemption established by this section, the applicant shall meet each of the following criteria:

(i) The applicant must be a new commercial retail business in the Marysville city limits. For purposes of this section, “new commercial retail business” shall mean any business which

sells retail goods and services which are subject to the retail sales tax provisions of Chapter 3.84 MMC and which applies for a building permit and which is subject to payment of traffic impact fees pursuant to this title.

(ii) Based on similar store sales or other reliable data, as determined by the city, the applicant must demonstrate that it is likely to generate to the city of Marysville average annual city of Marysville portion sales and use tax revenue of at least \$200,000 based upon the three-year period commencing from date of certificate of occupancy.

(iii) The applicant must be a new retail business located within one of the following prescribed land use zones: light industrial (LI), general commercial (GC), community business (CB), mixed use (MU), downtown commercial (DC).

(d) Administration of Traffic Impact Fee Exemption.

(i) Upon acceptance of an application for exemption from traffic impact fees pursuant to subsection (5)(b) of this section, the applicant shall pay to the city the full amount of the traffic impact fees required pursuant to subsection (3) of this section. Following receipt of the traffic impact fees the city shall deposit and manage the fees as set forth in subsection (5)(e) of this section. At the expiration of a three-year period commencing from the date of issuance of a certificate of occupancy the public works director, with the assistance of the city finance director, shall determine if the average annual city of Marysville portion sales and use tax revenue received by the city meets the minimum amount stated in subsection (5)(c)(ii) of this section. The determination shall be based upon the sales tax reporting requirements of Chapter 3.84 MMC as it now reads or is hereafter amended.

(ii) In the event the three-year average annual city of Marysville portion sales and use tax revenue criterion of subsection (5)(c)(ii) of this section has been met as determined by the director of public works, there shall be an exemption of 50 percent from the traffic impact fees otherwise due pursuant to subsection (3) of this section. In such case, 50 percent of the amount paid to the city pursuant to subsection (5)(d)(i) of this section shall be refunded to the applicant, plus any accrued interest. The remainder of the funds deposited pursuant to subsection (5)(d) of this section shall belong to the city and shall be released to the city.

(iii) In the event the three-year average annual city of Marysville portion sales and use tax revenue criterion of subsection (5)(c)(ii) of this section has not been met, the traffic impact fee required under subsection (3) of this section shall immediately belong to and shall be released to the city; provided, however, in cases where the applicant has met at least 75 percent of the amount set forth in subsection (5)(c)(ii) of this section, the applicant shall receive a partial exemption which shall result in a refund of 25 percent of the amount paid to the city pursuant to subsection (5)(d) of this section plus any accrued interest. The

remainder of the funds deposited pursuant to subsection (5)(d) of this section shall belong to the city and shall be released to the city.

(iv) In cases where the applicant has not met either the three-year annual sales and use tax revenue criterion of subsection (5)(c)(ii) of this section or 75 percent thereof, all traffic impact fees paid pursuant to subsection (3) of this section shall belong to the city.

(v) By mutual agreement of the city and the applicant, any refund due under this section may be applied to an obligation or assessment owed by the applicant for city street improvement purposes, including, but not limited to, any obligation or assessment under a local improvement district for streets.

(e) **Deposit and Management of Traffic Impact Fees.** Traffic impact fees paid by an applicant pursuant to this section and the provisions of subsection (3) of this section shall be deposited by the city into a separate interest bearing account with any qualified public depository for local government as determined by the city. The account holder shall be the city of Marysville. The city may at its option withdraw up to 50 percent of said funds at any time for uses authorized by this title. All other funds deposited in that account shall be used exclusively for payment of refunds to eligible applicants pursuant to subsection (5)(d) of this section and balances, if any, to which the city is entitled. All refunds and interest to which an applicant is entitled shall be paid by the city within 120 days following the three-year period following the issuance of a certificate of occupancy.

(f) **Appeals.** Any applicant aggrieved by the determination of the director of public works as to whether the criteria of subsection (5)(c) of this section have been met or the eligibility for an exemption from subsection (3) of this section or the amount of refund to which an applicant is entitled pursuant to subsection (5)(d) of this section may file a written appeal to the city's land use hearing examiner as established by Chapter 22G.060 MMC. The city examiner is hereby specifically authorized to hear and decide such appeals and the decision of the hearing examiner shall be final action of the city and subject to appeal pursuant to MMC 22G.010.540.

(g) **Application of Sales and Use Tax Revenue from Businesses Which Receive an Exemption or Partial Exemption.**

(i) All sales and use tax received by the city from applicants who receive an exemption or partial exemption from the requirements of this title shall be deposited in a special account to be administered by the city. Said account shall be established to pay traffic impact fees that otherwise would have been paid had an exemption or partial exemption not been granted. Said amounts shall be expended for purposes authorized by and in accordance with the provisions of this title and the provisions of the city's capital improvement plan for streets. All sales and use tax revenues in excess of the amount paid as traffic impact fees

received by the city from the applicant may be deposited in the city's general fund and may be expended for any lawful purpose as directed by the city council.

(ii) Special Sales Tax Account. The city shall establish by separate ordinance a special sales tax account for the purposes set forth in subsection (5)(g)(i) of this section.

(6) Level of Service Requirements – Concurrency Determinations.

(a) The department shall make a concurrency determination for each development application. The concurrency determination will establish whether the development will impact an arterial unit where the level of service is below the adopted level of service standard, or cause the level of service on an arterial unit to fall below the adopted level of service standard, unless improvements are programmed and funding identified which would remedy the deficiency within six years. In either case, the development will be deemed not concurrent. The approving authority shall not approve any development that is not deemed concurrent under this section. Building permit applications for development within an approved rezone with binding site plan, nonresidential subdivision or short subdivision, for which a concurrency determination has been made in accordance with this section, shall be deemed concurrent; provided, that the building permit will not cause the approved traffic generation of the prior approval to be exceeded, there is no change in points of access, and mitigation required pursuant to the rezone with binding site plan, subdivision or short subdivision approval is performed as a condition of building permit issuance.

(i) The department shall make a concurrency determination upon receipt of a development's application submittal. The determination may change based upon revisions in the application. Any change in the development after approval will be resubmitted to the director, and the development will be re-evaluated for concurrency purposes.

(ii) Concurrency shall expire six years after the date of the concurrency determination, or, in the case of approved residential subdivisions, when the approval expires or when the application is withdrawn or allowed to lapse.

(iii) Building permits for a development must be issued prior to expiration of concurrency for the development. No additional concurrency determination shall apply to residential dwellings within a subdivision or short subdivisions recorded in compliance with this section.

(iv) If concurrency expires prior to building permit issuance, the director shall at the request of the developer consider evidence that conditions have not significantly changed and make a new concurrency determination in accordance with subsection (6)(a)(i) of this section.

(b) In determining whether or not to deem a proposed development as concurrent, the department shall analyze likely road system impacts on arterial units based on the size and location of the development. A development shall be deemed concurrent for the period prior to the expiration date of concurrency for the development.

(i) A development's forecast trip generation at full occupancy shall be the basis for determining the impacts of the development on the road system. The city will accept valid data from a traffic study prepared under MMC [22D.030.060](#).

(c) A concurrency determination made for a proposed development under this section will evaluate the development's impacts on any arterial units in arrears.

(i) If a development which generates 10 or more p.m. peak-hour trips, or a nonresidential development which generates five or more p.m. peak-hour trips, is proposed to affect an arterial unit in arrears, then the development may only be deemed concurrent based on a trip distribution analysis to determine the impacts of the development. Impacts shall be determined based on each of the following:

(A) If the trip distribution analysis indicates that the development will not place three or more p.m. peak-hour trips on any arterial units in arrears, then the development shall be deemed concurrent.

(B) If the trip distribution analysis indicates that the development will place three or more p.m. peak-hour trips on any arterial unit in arrears, then the development shall not be deemed concurrent except where the development is deemed concurrent in accordance with the options under subsection (6)(e) of this section.

(d) Any residential development that generates less than 10 p.m. peak-hour trips, or any nonresidential development that generates less than 10 p.m. peak-hour trips, shall be considered to have only minor impact on city arterials for purposes of a concurrency determination on impacts to level of service on arterial units and shall be deemed concurrent.

(e) Any development not deemed concurrent shall have options available to enable the development to be deemed concurrent as follows:

(i) A development which meets the department's criteria for transit compatibility, in accordance with the director's policy and procedure for transit compatibility under MMC [22D.030.050](#)(12), shall be deemed concurrent if the impacted arterial unit in arrears meets the criteria for transit supportive design in accordance with the director's policy and procedure for transit compatibility, and if the level of service on the impacted arterial unit in arrears meets the LOS standards adopted within the comprehensive plan; and provided, that

the development can be deemed concurrent in accordance with all other provisions of subsection (6)(c) of this section.

(ii) A development may modify its proposal to lessen its impacts on the road system in such a way as to allow the city to deem the development concurrent under this section.

(iii) The city may deem such development concurrent based upon a written proposal signed by the proponent of the development and attached to the director's recommendation under MMC [22D.030.050](#)(2), and referenced in the concurrency determination, as a condition of approval.

(A) Such proposal may include conditions which would defer construction of all or identified subsequent phases of a development until such time as the city has made or programmed capacity improvements which would remedy any arterial units in arrears.

(B) Such proposals may include conditions which would defer construction of all or identified subsequent phases of a development until such time as the developer constructs capacity improvements which would remedy any arterial units in arrears.

1. If a developer chooses to mitigate the development's impact by constructing off-site road improvements, the developer must investigate the impact, identify improvements, and offer a construction plan to the director for construction of the off-site improvements. Construction of improvements shall be in accordance with the engineering design and development standards.

2. In cases where two or more developers have agreed to fully fund a certain improvement, the proportionate sharing of the cost shall be on any basis that the developers agree among themselves would be equitable. Under such an arrangement, the terms of the agreement shall be binding on each development as conditions of approval.

3. Any developer who volunteers to construct off-site improvements of greater value than any proportionate share mitigating payment imposed under this title to mitigate the development's impact on the future capacity of city roads may apply for a reimbursement contract.

4. Any developer who chooses to mitigate a development's impact by constructing off-site improvements may propose to the council that a joint public/private partnership be established to jointly fund and/or construct the proposed improvements. The director will determine whether or not such a partnership is to be established.

5. Construction of capacity improvements under this section must be complete or under contract prior to the issuance of any building permits and must be complete prior to approval for occupancy or final inspection; provided, that where no building permit will be associated with a change in occupancy, then construction of improvements is required as a precondition to approval.

(f) Adopted Level of Service. The level of service for principal, minor, and collector arterials at signalized intersections shall be at a LOS consistent with the transportation element of the comprehensive plan using the operational method as a standard of review.

(7) Inadequate Road Condition Requirements.

(a) Regardless of the existing level of service, development which adds three or more p.m. peak-hour trips to an inadequate road condition existing on the road system, at the time of determination in accordance with subsection (1) of this section, or development whose traffic will cause an inadequate road condition at the time of full occupancy of the development will only be approved for occupancy or final inspection when provisions are made in accordance with this chapter for elimination of the inadequate road condition. The improvements removing the inadequate road condition must be complete or under contract before a building permit on the development will be issued and the road improvement must be complete before any certificate of occupancy or final inspection will be issued; provided, that where no building permit will be associated with a conditional use permit, then the improvements removing the inadequate road condition must be complete as a precondition to approval.

(b) The director shall determine whether or not a location constitutes an inadequate road condition. Any known inadequate road condition to which the development adds three or more p.m. peak-hour trips shall be identified as part of the director's recommendation under subsection (6) of this section.

(c) A development's access onto a public road shall be designed so as not to create an inadequate road condition. Developments shall be designed so that inadequate road conditions are not created.

(d) Construction Option – Requirements.

(i) If a developer chooses to eliminate an inadequate road condition by constructing off-site road improvements, the developer must investigate the impact, identify improvements, and offer a construction plan to the director for construction of the off-site improvements.

(ii) In cases where two or more developers have agreed to fully fund a certain improvement, the proportionate sharing of the costs shall be on any basis that the developers agree

among themselves would be equitable. Under such an arrangement, the terms of the agreement shall be binding on each development as conditions of approval.

(iii) Any developer who volunteers to construct off-site improvements of greater value than any proportionate share mitigating payment imposed under this title to mitigate the development's impact on the future capacity of city roads, which are contained within the cost basis, contained within the transportation element, or which are not part of the cost basis of any proportionate share mitigating payment imposed under this title to mitigate the development's impact on the future capacity of city roads, and therefore not credited against any proportionate share mitigating payment, may apply for a reimbursement contract.

(8) Special Circumstances. Where the only remedy to an arterial unit in arrears is the installation of a traffic signal, but signalization warrants contained in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) are not met at present, developments impacting the arterial unit will be allowed to proceed without the installation of the traffic signal; provided, that all other warranted level of service and transit-related improvements are made on the arterial unit within the deficient level of service. Developments impacting such arterial units will not be issued building permits or occupancies (whichever comes first) until the improvements (not including the traffic signal) to the level of service deficient arterial unit are under contract or being performed. Such developments will be subject to all other obligations as specified in this title.

(9) Administration of Traffic Impact Fees.

(a) Any traffic impact fees made pursuant to this title shall be subject to the following provisions:

(i) Except as otherwise provided in this section and MMC Title 22, the traffic impact fee payment is required prior to building permit issuance unless the development is a subdivision or short subdivision, in which case the payment shall be made prior to the recording of the subdivision or short subdivision; provided, that where no building permit will be associated with a change in occupancy or conditional use permit then payment is required prior to approval of occupancy.

(ii) The traffic impact fees shall be held in a reserve account and shall be expended to fund improvements on the road system.

(iii) An appropriate and reasonable portion of traffic impact fees collected may be used for administration of this title.

(iv) The fee payer may receive a refund of such fees if the city fails to expend or encumber the impact fees within six years of when the fees were paid, or other such period of time established pursuant to RCW 82.02.070(3), on transportation facilities intended to benefit

the development for which the traffic impact fees were paid, unless the city council finds that there exists an extraordinary and compelling reason for fees to be held longer than six years. These findings shall be set forth in writing and approved by the city council. In determining whether traffic impact fees have been encumbered, impact fees shall be considered encumbered on a first-in/first-out basis. The city shall notify potential claimants by first class mail deposited with the United States Postal Service at the last known address of claimants.

(v) The request for a refund must be submitted by the applicant to the city in writing within 90 days of the date the right to claim the refund arises, or the date that notice is given, whichever is later. Any traffic impact fees that are not expended within these time limitations, and for which no application for a refund has been made within this 90-day period, shall be retained and expended on projects identified in the adopted transportation element. Refunds of traffic impact fees under this subsection shall include interest earned on the impact fees.

(b) Off-site improvements include construction of improvements to mitigate an arterial unit in arrears and/or specific inadequate road condition locations. If a developer chooses to construct improvements to mitigate an arterial unit in arrears or inadequate road condition problem, and the improvements constructed are part of the cost basis of any traffic impact fees imposed under this title to mitigate the development's impact on the future capacity of city roads, the cost of these improvements will be credited against the traffic impact fee amount; provided, that the amount of the cost to be credited shall be the estimate of the public works director as to what the city's cost would be to construct the improvement. Any developer who volunteers to pay for and/or construct off-site improvements of greater value than any traffic impact fees imposed under this title, to mitigate the development's impact on the future capacity of city roads, based on the cost basis contained within the transportation element, or which are not part of the cost basis of any traffic impact fees imposed under this title to mitigate the development's impact on the future capacity of city roads, and therefore not credited against the traffic impact fees, may apply for a reimbursement contract.

(c) Deferral of Impact Fees Allowed.

(i) Required payment of impact fees may be deferred to final inspection for single-family detached or attached residential dwelling.

(ii) Payment of required impact fees for a commercial building, or industrial building, may be deferred from the time of building permit issuance in accordance with following:

(A) Fifty percent of the impact fees shall be paid prior to approved occupancy of the structure; and

(B) The remaining 50 percent of the impact fees shall be paid within 18 months from the date of building occupancy, or when ownership of the property is transferred, whichever is earlier.

(iii) The community development department shall allow an applicant to defer payment of the impact fees when, prior to submission of a building permit application for deferment under subsection (9)(c)(i) of this section or prior to final inspection for deferment under subsection (9)(c)(ii) of this section, the applicant:

(A) Submits a signed and notarized deferred impact fee application and acknowledgement form for the development for which the property owner wishes to defer payment of the impact fees; and

(B) With regard to deferred payment under subsection (9)(c)(ii) of this section, records a lien for impact fees against the property in favor of the city in the total amount of all deferred impact fees for the development. The lien for impact fees shall:

1. Be in a form approved by the city attorney;
2. Include the legal description, tax account number and address of the property;
3. Be signed by all owners of the property, with all signatures as required for a deed, and recorded in the county in which the property is located;
4. Be binding on all successors in title after the recordation; and
5. Be junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.

(iv) In the event that the impact fees are not paid in accordance with subsection (9)(c)(ii) of this section, the city shall institute foreclosure proceedings under the process set forth in Chapter 61.12 RCW, except as revised herein. In addition to any unpaid impact fees, the city shall be entitled to interest on the unpaid impact fees at the rate provided for in RCW 19.52.020 and the reasonable attorney fees and costs incurred by the city in the foreclosure process. Notwithstanding the foregoing, prior to commencement of foreclosure, the city shall give not less than 30 days' written notice to the person or entity whose name appears on the assessment rolls of the county assessor as owner of the property via certified mail with return receipt requested and regular mail advising of its intent to commence foreclosure proceedings. If the impact fees are paid in full to the city within the 30-day notice period, no attorney fees, costs and interest will be owed.

(v) In the event that the deferred impact fees are not paid in accordance with this section, and in addition to foreclosure proceedings provided in subsection (9)(c)(iv) of this section, the city may initiate any other action(s) legally available to collect such impact fees.

(vi) Upon receipt of final payment of all deferred impact fees for the development, the department shall execute a separate lien release for the property in a form approved by the city attorney. The property owner, at their expense, will be responsible for recording each lien release.

(vii) Compliance with the requirements of the deferral option shall constitute compliance with the conditions pertaining to the timing of payment of the impact fees. (Ord. 2997 § 2, 2015; Ord. 2986 § 5, 2015; Ord. 2907 § 1, 2012; Ord. 2904 § 2, 2012; Ord. 2858 § 1, 2011; Ord. 2852 § 10 (Exh. A), 2011).

22D.030.071 Exemption of traffic impact fees for low-income housing.

(1) The chief administrative officer, or designee, may grant a partial exemption of not more than 50 percent of transportation impact fees, with no explicit requirement to pay the exempted portion of the fee from public funds for new low-income housing units in accordance with the conditions specified under RCW 82.02.060(2).

(2) To qualify for the exemption, the developer shall submit an application to the community development director for consideration by the city prior to application for building permit. Projects which have submitted a building permit prior to the ordinance codified in this section taking effect and which do not have an occupancy permit may apply after the effective date of the ordinance codified in this section, but prior to receiving an occupancy permit.

(3) The following factors will be considered in a decision to grant, partially grant, or deny an exemption:

- (a) The public benefit of the specific project;
- (b) The extent to which the applicant has sought other funding sources;
- (c) The financial hardship to the project of paying the transportation impact fees;
- (d) That the applicant is a nonprofit housing developer;
- (e) The impacts of the project on public facilities and services; and
- (f) The consistency of the project with adopted city plans and policies relating to low-income housing.

(4) The determination of the chief administrative officer shall be a final decision with respect to the

exemption of traffic impact fees.

(5) Any claim of exemption not made before the payment of the traffic impact fee is waived.

(6) An exemption granted under this subsection must be conditioned upon requiring the developer to record a covenant approved by the community development director that prohibits using the property for any purpose other than for low-income housing. At a minimum, the covenant must address price restrictions and household income limits for the low-income housing, and require that, if the property is converted to a use other than for low-income housing as defined in the covenant, the property owner must pay the applicable transportation impact fees in effect at the time of any conversion. Covenants required by this subsection must be recorded with the Snohomish County auditor.

(7) For purposes of this section, "low-income housing" is defined as any housing with a monthly housing expense that is no greater than 30 percent of 50 percent of the median family income adjusted for family size, for Marysville, as reported by the United States Department of Housing and Urban Development. (Ord. 3038 §§ 1, 2 (Exh. A), 2016).

22D.030.080 Appeals.

Administrative interpretations and administrative approvals made pursuant to this chapter may be appealed to the hearing examiner pursuant to MMC 22G.010.530. (Ord. 2852 § 10 (Exh. A), 2011).

22D.030.090 Severability and duty.

(1) Severability. If any section, subsection, sentence, clause, phrase or word of this title should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this title.

(2) No Special Duty. It is the purpose of this chapter to provide for the health, welfare and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter. No provision or term used in this chapter is intended to impose any duty whatsoever upon the city or any of its officers, agents or employees for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory. Nothing contained in this chapter is intended to be, nor shall be construed to create or form the basis for, any liability on the part of the city or its officers, agents and employees for any injury or damage resulting from the failure of any premises to abate a nuisance or to comply with the provisions of this chapter or be a reason or a consequence of any inspection, notice or order, in connection with the implementation or enforcement of this chapter, or by reason of any action of the city related in any manner to enforcement of this chapter by its officers, agents or employees.

(3) Emergency. In light of the rapid rate of development in the city of Marysville and Snohomish County and the need to provide adequate streets and transportation facilities to serve development, an emergency is hereby declared to exist due to the fiscal impacts of delay on the city and in order to preserve the public health, safety and welfare. (Ord. 2852 § 10 (Exh. A), 2011).

MUTUAL AGREEMENT REGARDING APPLICATION OF TRAFFIC IMPACT FEE REFUND

This Mutual Agreement Regarding Application of Potential Refund ("Agreement") is made this ____ day of _____, 2018 between the City of Marysville, a Washington municipal corporation ("City") and Fernandez Investments LLC ("Applicant").

WHEREAS, Applicant, pursuant to MMC 22D.030.070(3) on February 9, 2015 paid to the City traffic impact fees of \$86,955.00, and on May 13, 2015 paid to the City traffic impacts fees of \$86,955, totaling \$173,910;

WHEREAS, Applicant, pursuant to MMC 22D.030.070(5)(b) made application for a traffic impact fee exemption;

WHEREAS, Applicant is a "new commercial retail business" in the City as defined by MMC 22D.030.070(5)(c) and said new commercial business is located in the following prescribed land use zone: General Commercial (GC);

WHEREAS, City holds the traffic impact fees paid by the Applicant on deposit;

WHEREAS, City issued to applicant a certificate of occupancy on April 2, 2015;

WHEREAS, the three year period for determination of exemption expired, April 2, 2018;

WHEREAS, Applicant has generated to the City average annual City of Marysville portion sales and use tax revenue of at least \$200,000 based upon the three-year period commencing from the date of the certificate of occupancy;

WHEREAS, Applicant is entitled to a refund of 50% of the traffic impact fee with accrued interest pursuant to MMC 22D.030.070(5)(d)(2) (the "Refund");

WHEREAS, Applicant submitted an application for construction of a auto dealership, known as Marysville Auto Center (the "Dealership");

WHEREAS, the Dealership is described as follows:

LEGAL DESCRIPTION:

Section 29 Township 31 Range 05 Quarter SE - LOT 5 CITY OF MAR BSP NO PA07051 REC UND AFN 200801075088 BEING A PTN NE1/4 SE1/4 SD SEC 29 LY ELY OF SR 5 (AKA PSH NO 1)

ASSESSORS PARCEL NUMBER:

31052900402200

LEGAL DESCRIPTION:

Section 29 Township 31 Range 05 Quarter SE - LOT 4 CITY OF MAR BSP NO PA07051 REC UND AFN 200801075088 BEING A PTN NE1/4 SE1/4 SD SEC 29 LY ELY OF SR 5 (AKA PSH NO 1)

ASSESSORS PARCEL NUMBER:

31052900402100

ADDRESS:

16232 Smokey Point Boulevard
Marysville, WA 98271

WHEREAS, the Applicant's Property is subject to payment of traffic impact fees in the amount of \$67,488.00;

WHEREAS, City and Applicant desire to enter into this Agreement for the Refund to be applied to the traffic impact fees for the Dealership, in accordance with 22D.030.070(d);

NOW THEREFORE, it is agreed between City and Applicant as follows:

1. Truth of Recitals. City and Applicant agree that the recitals above are true and accurate.

2. Application of refund; excess. The City will apply \$67,488.00 of the Refund to the Dealership traffic impact fees, which will remain on deposit with the City. The remainder of the Refund, along with all accrued interest, will be paid to the Applicant on or before July 31, 2018.

3. Right to interplead; dispute. In the event a dispute shall develop between City and Applicant concerning this Agreement or application of any Refund under this Agreement, the parties agree that City may interplead the Refund into the registry of the Snohomish County Superior Court and such dispute shall be resolved in said court.

4. Interpretation. This Agreement was drafted by attorneys for the City. Notwithstanding City having caused the drafting of this Agreement, the provisions of this Agreement shall not be interpreted against the City but shall be given a fair and equal interpretation as if drafted by both parties.

5. Complete agreement; integration. This Agreement is intended to be an integrated, complete and final agreement, and there are no other or further agreements between the parties except as set out herein concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF MARYSVILLE

FERNANDEZ INVESTMENTS LLC

Jon Nehring, Mayor

Victor Fernandez

ATTEST

City Clerk

APPROVED AS TO FORM:

Jon Walker, City Attorney

Index #12

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

CITY COUNCIL MEETING DATE: July 9, 2018

AGENDA ITEM:	
Interlocal Agreement Between City of Stanwood and the City of Marysville for Outdoor Video Services	
PREPARED BY:	DIRECTOR APPROVAL:
Lauren Woodmansee	Jim Ballew
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Interlocal Agreement	
BUDGET CODE:	AMOUNT:
00110367 376015	\$1,800.00
SUMMARY:	

The City of Stanwood has requested Marysville Parks, Culture and Recreation Department’s assistance in offering an outdoor movie series for their citizens based on the success of our program. The City of Stanwood is hosting three free events on city-owned property. Marysville Parks, Culture and Recreation has agreed to provide equipment and staff to present each film at a cost of \$600.00 per event, payable by the City of Stanwood.

Our City Attorney’s Office has developed an Interlocal Agreement between the City of Stanwood and City of Marysville to clearly define services provided by Marysville Parks, Culture and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications.

The events are scheduled for:

1. Thursday, August 9, 2018
2. Thursday, August 16, 2018
3. Thursday, August 30, 2018

RECOMMENDED ACTION:

Staff recommends the City Council consider authorizing the Mayor to sign the attached Interlocal Agreement between the City of Stanwood and the City of Marysville for Outdoor Video Services.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF STANWOOD
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective August 9, 2018 between the City of Stanwood, a Washington municipal corporation, herein after referred to as “STANWOOD” and the City of Marysville, a Washington municipal corporation, herein after referred to as “MARYSVILLE”, pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of STANWOOD is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of STANWOOD and presented on August 9, August 16 and August 30, 2018; and

WHEREAS, the City of STANWOOD is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of STANWOOD desires to utilize the City of MARYSVILLE’S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of STANWOOD to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, STANWOOD and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

- A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to STANWOOD as defined in this Agreement. MARYSVILLE’S performance of said services under this Agreement may be limited by the availability of MARYSVILLE’S personnel and equipment. MARYSVILLE will notify the City of STANWOOD at least 48 hours before the event if it is not able to provide personnel and/or equipment.

1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to STANWOOD.

2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to

STANWOOD. MARYSVILLE personnel will operate the video equipment and vehicles.

- B. STANWOOD will provide the following:
1. An authorized location.
 2. Two (2) 20 amp circuits for event power.
 3. Other services/personnel.
- C. The date for video services (FILM) will be:
1. Thursday, August 9, 2018
 2. Thursday, August 16, 2018
 3. Thursday, August 30, 2018
- E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.
- It is understood and agreed by all parties that STANWOOD staff providing services pursuant to this Agreement are acting in their official capacity as employees of STANWOOD and shall be under the exclusive direction and control of STANWOOD.
- F. STANWOOD and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.
- G. STANWOOD, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on STANWOOD'S behalf those services as provided in this Agreement.

2. COMPENSATION/FEES

- A. STANWOOD will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$600.00 per date.
- B. STANWOOD will pay MARYSVILLE 25% of the event fee in the event STANWOOD cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.
- C. MARYSVILLE shall bill STANWOOD and STANWOOD shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. STANWOOD will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of STANWOOD in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend STANWOOD, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, STANWOOD, or other person and all property owned or claimed by MARYSVILLE, STANWOOD or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or STANWOOD, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
3. Cover or require indemnification or payment of any judgment against any

individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

- C. The provisions of this section shall survive the expiration or termination of the Agreement.

5. INSURANCE

- A. Both parties to this Agreement shall maintain public liability insurance. Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
- B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- C. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between STANWOOD and MARYSVILLE or any of STANWOOD'S or MARYSVILLE's agents or employees.
- STANWOOD shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by STANWOOD pursuant to this Agreement.
- MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.
- B. Nothing in this Agreement shall make any employee of STANWOOD a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded STANWOOD or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a

STANWOOD employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- C. Notices

1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:

6915 Armar Road
Marysville, WA 98270

City of STANWOOD:

10220 270th Street NW
Stanwood, WA 98292

2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration

of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:

Name: Lauren Woodmansee, Cultural Arts Supervisor

Phone Number: 360-363-8408

STANWOOD:

Name: Krista Hintz, Administrative Assistant Finance

Phone Number: 360-629-2181 x-4505

- D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within STANWOOD under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

CITY OF STANWOOD

JON NEHRING Mayor

 6/15/2018

LEONARD KELLEY Mayor

Date:

Date:

Attest:


Attest:

TINA BROCK Deputy City Clerk
Approved as to form:



ERICA SCHORN Deputy Clerk
Approved as to form:

JON WALKER City Attorney
Attorney for the City of MARYSVILLE



GRANT K. WEED City Attorney
Attorney for City of STANWOOD

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July , 2018

AGENDA ITEM:	
Interlocal Agreement Between City of Anacortes and the City of Marysville for Outdoor Video Services	
PREPARED BY:	DIRECTOR APPROVAL:
Lauren Woodmansee	Jim Ballew
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Interlocal Agreement	
BUDGET CODE:	AMOUNT:
00110367 376015	\$700.00
SUMMARY:	

The City of Anacortes has requested Marysville Parks, Culture and Recreation Department's assistance in offering an outdoor movie for their citizens based on the success of our program. The City of Anacortes is hosting one free event on city-owned property. Marysville Parks, Culture and Recreation has agreed to provide equipment and staff to present the film at a cost of \$700.00, payable by the City of Anacortes.

Our City Attorney's Office has developed an Interlocal Agreement between the City of Anacortes and City of Marysville to clearly define services provided by Marysville Parks, Culture and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications.

The event is scheduled for: Thursday, August 23, 2018

RECOMMENDED ACTION:

Staff recommends the City Council consider authorizing the Mayor to sign the attached Interlocal Agreement between the City of Anacortes and the City of Marysville for Outdoor Video Services.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ANACORTES
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective August 23, 2018 between the City of Anacortes, a Washington municipal corporation, herein after referred to as "ANACORTES" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of ANACORTES is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of ANACORTES and presented on August 23, 2018; and

WHEREAS, the City of ANACORTES is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of ANACORTES desires to utilize the City of MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of ANACORTES to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, ANACORTES and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

- A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to ANACORTES as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment. MARYSVILLE will notify the City of ANACORTES at least 48 hours before the event if it is not able to provide personnel and/or equipment.
1. MARYSVILLE will provide OUTDOOR VIDEO SERVICES to ANACORTES.
 2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to

ANACORTES. MARYSVILLE personnel will operate the video equipment and vehicles.

- B. ANACORTES will provide the following:
 - 1. An authorized location.
 - 2. Two (2) 20 amp circuits for event power.
 - 3. Other services/personnel.
- C. The date for video services (FILM) will be:
 - 1. Thursday, August 23, 2018
- E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that ANACORTES staff providing services pursuant to this Agreement are acting in their official capacity as employees of ANACORTES and shall be under the exclusive direction and control of ANACORTES.
- F. ANACORTES and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.
- G. ANACORTES, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on ANACORTES' behalf those services as provided in this Agreement.

2. COMPENSATION/FEEES

- A. ANACORTES will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$700.00 per date.
- B. ANACORTES will pay MARYSVILLE 25% of the event fee in the event ANACORTES cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.
- C. MARYSVILLE shall bill ANACORTES and ANACORTES shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. ANACORTES will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of ANACORTES in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend ANACORTES, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, ANACORTES, or other person and all property owned or claimed by MARYSVILLE, ANACORTES, or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or ANACORTES, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

C. The provisions of this section shall survive the expiration or termination of the Agreement.

5. INSURANCE

- A. Both parties to this Agreement shall maintain public liability insurance. Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
- B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- C. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between ANACORTES and MARYSVILLE or any of ANACORTES' or MARYSVILLE's agents or employees.

ANACORTES shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by ANACORTES pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of ANACORTES a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded ANACORTES or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE an

ANACORTES employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- C. Notices

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of ANACORTES:
PO Box 547
Anacortes, WA 98221

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement.

In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:

Name: Lauren Woodmansee, Cultural Arts Supervisor

Phone Number: 360-363-8408

ANACORTES:

Name: Nicole Johnston, Recreation Coordinator

Phone Number: 360-299-1967

- D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within ANACORTES under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

CITY OF ANACORTES

JON NEHRING Mayor



LAURIE GERE Mayor

Date:

Date: 6/21/18

Attest:

Attest: 

TINA BROCK Deputy City Clerk
Approved as to form:

STEVEN D. HOGLUND City Clerk
Approved as to form:

JON WALKER City Attorney
Attorney for the City of MARYSVILLE



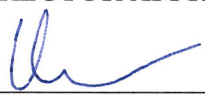
DARCY SWETNAM City Attorney
Attorney for City of ANACORTES

Index #14

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 07/09/2018

AGENDA ITEM:	
Request for additional FTE - Maintenance Worker II - Sanitation	
PREPARED BY:	DIRECTOR APPROVAL:
JR Myers, Solid Waste/Support Services Supervisor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
N/A	
BUDGET CODE:	AMOUNT:
41046060.511000	\$43,864
SUMMARY:	

Staff requests authorization for an additional Maintenance Worker II in the Sanitation Division of the Public Works Department.

The Sanitation Division has seen a significant increase in their customer base over the recent years. There are currently seven drivers operating three commercial and five residential routes. Three days a week their rear load truck requires two operators. The Division has seen a 22% increase in tonnage hauled over the last five years. In addition, there has been a 28% increase in trips to the transfer station by the Division in the last five years.

The dollar amount shown assumes remaining 2018 costs for a new employee starting August 1st at a step 2 and includes benefits, wages, and clothing for the new position.

RECOMMENDED ACTION:

Staff recommends that Councilmembers authorize \$43,864 for an additional FTE in the Sanitation Division.