

**Marysville City Council Meeting**

**July 23, 2018**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

A. HB 1783 Overview of Potential Impacts at Marysville Municipal Court

B. Paid Family & Medical Leave – Anticipated Costs to City

**Audience Participation**

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

1. Approval of the June 25, 2018 City Council Meeting Minutes.

2. Approval of the July 2, 2018 City Council Work Session Minutes.

**Consent**

3. Approval of the July 4, 2018 Claims in the Amount of \$1,748,670.03 Paid by EFT Transactions and Check Numbers 125616 through 125770 with Check Number 123412 Voided.

4. Approval of the July 11, 2018 Claims in the Amount of \$561,536.74 Paid by EFT Transactions and Check Number 125771 through 125909 with Check Numbers 123713, 123759 and 125700 Voided.

14. Approval of the July 18, 2018 Claims in the Amount of \$403,761.87 Paid by EFT Transactions and Check Numbers 125910 through 126058 with Check Number 125888 Voided.

16. Approval of the July 20, 2018 Payroll in the Amount of \$1,069,322.46 Paid by EFT Transactions and Check Numbers 31708 through 31745.

**Review Bids**

## Marysville City Council Meeting

**July 23, 2018**

**7:00 p.m.**

**City Hall**

5. Consider Awarding the Sunnyside Overlay Contract with SRV Construction, Inc. in the Amount of \$644,702.30 Including Washington State Sales Tax and Approve a Management Reserve of \$64,470.23 for a Total Allocation of \$709,173.53.

### **Public Hearings**

### **New Business**

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

7. Consider Approving the Waste 2 Resources Local Solid Waste Financial Assistance Agreement No. W2RLSWFA-1719-MaryPW-00105 between the State of Washington Department of Ecology and City of Marysville.

8. Consider Approving the Application for Marysville Downtown Merchants Association to Conduct a Special Event on August 10<sup>th</sup>, August 11<sup>th</sup>, and August 12, 2018, including the Street Closure of 3<sup>rd</sup> Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from 2<sup>nd</sup> Street to 4<sup>th</sup> Street, as Requested by the Applicant.

11. Consider Approving a **Resolution** Declaring Certain Items of Property to be Unserviceable and Authorize the Surplus and/or Disposal Thereof.

12. Consider Approving the Collective Bargaining Agreement and Authorize the Mayor to Sign the Final Agreement and Final Edits Consistent with the Tentative Agreement.

13. Consider Approving the Waste 2 Resources Waste Reduction and Recycling Education Grant Agreement No. W2RWRRED-2019-MaryPW-00017 between the State of Washington Department of Ecology and City of Marysville.

15. Consider Approving the Purchase of DynaSand Filter Equipment from Parkson Corporation in the Amount of \$156,000.00 including Freight and Washington State Sales Tax and Declaring the Purchase as a Sole Source.

17. Consider Approving an **Ordinance** Amending the 2017-2018 Biennial Budget and Providing for the Addition to the Pay Classification, Grades, and Ranges as Budgeted for in Ordinance No. 3046.

### **Legal**

### **Mayor's Business**

9. Consider Approving Appointments to the Hotel/Motel Committee for 2018-2019.

**Marysville City Council Meeting****July 23, 2018****7:00 p.m.****City Hall**

10. Consider Approving Appointments to the Community and Housing Development Citizen Advisory Committee.

**Staff Business****Call on Councilmembers****Adjournment/Recess****Executive Session**

- A. Litigation
- 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*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
Excuse the absence of Councilmember Rob Stevens	Approved
<b>Approval of the Agenda</b>	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
<b>Audience Participation</b>	
<b>Approval of Minutes</b>	
Approval of the May 15, 2018 Marysville and Lake Stevens City Council Joint Meeting Minutes	Approved
Approval of the May 29, 2018 City Council Meeting Minutes.	Approved
Approval of the June 4, 2018 City Council Work Session Minutes.	Approved
<b>Consent Agenda</b>	
Approval of June 13, 2018 Claims in the Amount of \$950,152.02 Paid by EFT Transactions and Check Numbers 125146 through 125304.	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
<b>New Business</b>	
Consider Approving of the Supplemental Agreement No. 3, a No-Cost Extension, to the City's Professional Service Agreement with KPG, Inc.	Approved
Consider Approving the Sunnyside Blvd Water Main (29th PI NE to Soper Hill Rd) Project, Starting the 45-day Lien Filing Period for Project Closeout.	Approved
Consider Approving Resolution Amending Procurement Procedures.	Approved Resolution No. 2447
Consider Approving the Community Beautification Program Grant Review Committee's Recommendation on Award Funding.	Approved
Consider Approving an Interlocal Agreement with the City of Kenmore for Outdoor Video Services.	Approved
Consider Approving an Agreement with the State of Washington Department of Ecology for a \$25,000.00 Grant to help pay for the Update to the Shoreline Master Program.	Approved
Consider Approving a Resolution for the Mother Nature's Window Park Project #18-2176 as required by the Recreation Conservation Office.	Approved Resolution No 2448
Consider Approving the Two Easement Encroachment Agreements for a Garage and a Gazebo between the City of Marysville and Trevor and Julie Trueax.	Continued
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	7:40 p.m.

COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
June 25, 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. Brandon Doral 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, and Jeff Vaughan

**Absent:** Rob Toyer

**Also Present:** Finance Director Sandy Langdon, Asst. Police Chief Goldman, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, and Recording Secretary Laurie Hugdahl.

**Motion** made by Councilmember Stevens, seconded by Councilmember Norton, to excuse the absence of Rob Toyer. **Motion** passed unanimously (6-0).

Mayor Nehring stated that item 12 would be removed to discuss at an upcoming workshop.

**Motion** made by Councilmember Muller, seconded by Councilmember Norton, to approve the agenda with the removal of item 12. **Motion** passed unanimously (6-0).

**Committee Reports**

Councilmember Vaughan reported on the June 20 Finance Committee meeting where they discussed the following:

- There was a budget review; things are tracking well in terms of sales tax. They are seeing a 4.8% increase year over year with the construction sales tax included.
- The auditors left last week, and a report will be coming this week.
- They discussed a change in the city's unemployment claim processing and a purchasing resolution amendment for no cost extensions.

Councilmember King reported on the EMS Committee last Tuesday where they approved bills for collection as presented. On Wednesday he attended the Fire Board meeting where there was an update on RFA process. On Thursday the Fire Chiefs and Snohomish County Fire Commissioners met at District 16 where Getchell Fire Department had a demonstration of their drone.

Councilmember James had the following reports:

- He attended the Alliance for Housing Affordability meeting on Wednesday the 20<sup>th</sup> where they reviewed the policy manual.
- On Wednesday he also attended the Snohomish County Tomorrow Steering Committee meeting. One of the main items addressed was the passing the dues for next year which includes plans to contribute to the Buildable Lands Report in 2021. This will be used for the county's and cities' comprehensive plan updates in 2023. They also discussed subarea plans.

### **Audience Participation**

Steve Powell, 4708 57<sup>th</sup> Drive NE, Marysville, WA, said he received a call Saturday night that his best friend had had a heart attack. He expressed appreciation to police and fire for their assistance. He also expressed appreciation for Chaplain Dan Hazen for his support and guidance during this difficult time. He encouraged the City to keep this program going.

### **Presentations**

None

### **Approval of Minutes**

1. Approval of the May 15, 2018 Marysville and Lake Stevens City Council Joint Meeting Minutes

**Motion** made by Councilmember Norton, seconded by Councilmember King, to approve the minutes of the May 15, 2018 Marysville and Lake Stevens City Council Joint Meeting Minutes. **Motion** passed unanimously (5-0) with councilmember Stevens abstaining.

9. Approval of the May 29, 2018 City Council Meeting Minutes.

**Motion** made by Councilmember Vaughan, seconded by Councilmember James, to approve the May 29, 2018 City Council Meeting Minutes. **Motion** passed unanimously (5-0) with Councilmember Muller abstaining.

10. Approval of the June 4, 2018 City Council Work Session Minutes.

Councilmember Vaughan referred to page 4 of 5, under call on Councilmembers and noted that *Steve Vaughan* should be corrected to **Jeff Vaughan**.

**Motion** made by Councilmember King, seconded by Councilmember Muller, to approve the June 4, 2018 City Council Work Session Minutes as corrected. **Motion** passed unanimously (5-0) with councilmember Stevens abstaining.

### **Consent**

11. Approval of June 13, 2018 Claims in the Amount of \$950,152.02 Paid by EFT Transactions and Check Numbers 125146 through 125304.

**Motion** made by Councilmember Vaughan, seconded by Councilmember King, to approve Consent Agenda item 11. **Motion** passed unanimously (6-0).

### **Review Bids**

None

### **Public Hearings**

None

### **New Business**

2. Consider Approving of the Supplemental Agreement No. 3, a No-Cost Extension, to the City's Professional Service Agreement with KPG, Inc.

Director Nielsen reviewed the purpose of Supplemental No. 3 which is related to the rehab of the signal at 80<sup>th</sup> with federal grant money.

**Motion** made by Councilmember Norton, seconded by Councilmember Stevens, to authorize the Mayor to sign and Execute Supplemental Agreement No. 3, a No-Cost Extension, to the City's Professional Service Agreement with KPG, Inc. **Motion** passed unanimously (6-0).

3. Consider Approving the Sunnyside Blvd Water Main (29th PI NE to Soper Hill Rd) Project, Starting the 45-day Lien Filing Period for Project Closeout.

Director Nielsen reviewed this item. He explained that the project came under budget by about 18%.



**Motion** made by Councilmember Muller, seconded by Councilmember James, to authorize the Mayor to accept the Sunnyside Blvd Water Main (29th PI NE to Soper Hill Rd) Project, Starting the 45-day Lien Filing Period for Project Closeout. **Motion** passed unanimously (6-0).

4. Consider Approving Resolution Amending Procurement Procedures.

City Attorney Walker explained that this would authorize the Mayor to approve no-cost time extensions under six months. This allows more flexibility to get projects completed.

Councilmember James pointed out some typos on page 3 of 4, section 4 Grant Funds and also Section 5, *address* should be **addresses**. He also asked why there is a Code of Ethics under Federal Grant Funds, but not under Grant Funds. City Attorney Walker explained that this was intentional and under the existing policy.

**Motion** made by Councilmember King, seconded by Councilmember James, to approve Resolution No. 2447. **Motion** passed unanimously (6-0).

5. Consider Approving the Community Beautification Program Grant Review Committee's Recommendation on Award Funding.

Director Ballew explained that the Beautification Committee met and recommended four projects to award funds to which met the criteria for the program with a total amount of approximately \$20,000.

Councilmember Norton asked if there were additional applicants that didn't meet the criteria. Director Ballew replied that there were a few others that did not meet the criteria.

**Motion** made by Councilmember James, seconded by Councilmember King, to approve the Community Beautification Program Grant Review Committee's Recommendation on Award Funding. **Motion** passed unanimously (6-0).

6. Consider Approving an Interlocal Agreement with the City of Kenmore for Outdoor Video Services.

Director Ballew explained that this relates to outdoor video services for Kenmore. This year they are doing four events.

**Motion** made by Councilmember James, seconded by Councilmember Muller, to authorize the Mayor to sign the Interlocal Agreement with the City of Kenmore for Outdoor Video Services. **Motion** passed unanimously (6-0).

7. Consider Approving an Agreement with the State of Washington Department of Ecology for a \$25,000.00 Grant to help pay for the Update to the Shoreline Master Program.

Director Koenig explained that this \$25,000 grant would help update the Shoreline Master Program which is required by state law to be completed next year.

**Motion** made by Councilmember King, seconded by Councilmember Stevens, to approve an Agreement with the State of Washington Department of Ecology for a \$25,000.00 Grant to help pay for the Update to the Shoreline Master Program. **Motion** passed unanimously (6-0).

8. Consider Approving a Resolution for the Mother Nature's Window Park Project #18-2176 as required by the Recreation Conservation Office.

Director Ballew explained that this would allow staff to apply for an opportunity with the Land and Water Conservation Fund Legacy Program. Marysville is one of four communities in the state that has been invited to apply for the grant. He stated that there is an error in the title and it will be corrected to reflect Mother Nature's Window.

**Motion** made by Councilmember Norton, seconded by Councilmember Muller, to approve Resolution No 2448. **Motion** passed unanimously (6-0).

12. Consider Approving the Two Easement Encroachment Agreements for a Garage and a Gazebo between the City of Marysville and Trevor and Julie Trueax.

(This item was continued to a Work Session)

## Legal

### Mayor's Business

Mayor Nehring:

- Thanks to everyone involved in Strawberry Festival. It went really well, and the community had a great time.
- Last Monday night Marysville Noon Rotary Club handed out three Paul Harris recognition awards for individuals in the community who have gone above and beyond in community service. The recipients were Pastor Vic Rodriguez from Marysville Free Methodist Church, Leslie Buell, and Councilmember Jeff Vaughan.

### Staff Business

Asst. Chief Goldman:

- He agreed that everyone did a great job with the Strawberry Festival.
- He commended the communications team for the videos they have created recently.
- Police are all geared up to enforce the ban on fireworks.

Sandy Langdon had no comments.

Jon Walker had no comments.

Kevin Nielsen:

- There will be a Public Works Committee meeting this Friday at 2:00 p.m.
- The castle has been picked up and will be relocated to Lakewood.

Jim Ballew:

- The kick off for the summer concert series for youth (Splish Splash) at Comeford Park will be this Wednesday.
- Tayla Lynn, the granddaughter of Loretta Lynn, will be at the Opera House this week.

Connie Mennie had no comments.

Chief McFalls

- The Strawberry Festival went very well.
- The Fire Department graduated three recruits from the first ever Snohomish County Fire Training Academy which took place at Marysville Pilchuck.
- Marysville Fire and Police are partnering with the YMCA, City of Marysville, and Marysville School District in putting on a youth flag football camp this week. There will be up to 50 participants from local schools.

Dave Koenig:

- He talked to one of the instructors at the fire academy who said that he was impressed with the Marysville recruits.
- The City signed the first subdivision for administrative approval. This saves the developers several weeks because it doesn't have to be scheduled on the Council agenda.

### **Call on Councilmembers**

Jeff Vaughan had no comments.

Mark James:

- He attended ribbon cuttings at the Wanderer Coffee Bar, Marysville Modern Dentistry on 88th, and the Smile Store in the Safeway Plaza.
- He attended a successful chamber business luncheon at the Opera House on the 19<sup>th</sup>.
- He commented on comments he received about the poor view of Marysville from the train.

Tom King:

- Thanks to the City for assistance with the Strawberry Festival.
- Market in the Park was a great event.

***DRAFT***

- On Saturday the float went to Cashmere's Founders Day Parade and received the Community Choice Award. The next parade they will be attending will be the Seafair Torchlight Parade.

Michael Stevens had no comments.

Steve Muller:

- Congratulations to Councilmember Vaughan for receiving the Paul Harris award.
- He attended the formal dinner for the Strawberry Festival which was pretty nice.

Kamille Norton thanked staff and volunteers who helped with Strawberry Festival.

### **Adjournment**

The meeting was adjourned at 7:40 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Mayor  
Jon Nehring

# *Index #2*

COUNCIL*DRAFT*  
MINUTES

**Work Session**  
*July 2, 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.

**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), Rob Toyer, and Jeff Vaughan

**Absent:** Michael Stevens

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Asst. Public Works Director Kari Chennault, Parks Director Jim Ballew, Community Development Planning Manager Chris Holland, Public Relations Administrator Connie Mennie, and Recording Secretary Laurie Hugdahl.

**Motion** made by Councilmember Norton, seconded by Councilmember Toyer, to excuse the absence of Councilmember Stevens. **Motion** passed unanimously (6-0).

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

**Committee Reports**

None

**Presentations****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)

Asst. Public Works Director Chennault explained that bids were opened this morning. The bids were over the engineer's estimate with a total of \$857,000. Staff will be recommending a management reserve on top of that since this is a unique project. The apparent low bidder is Holt Construction. Staff hopes to have the bid tab finalized for next week.

**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.

Asst. Public Works Director Chennault reviewed this grant agreement with the Department of Ecology. This would be for the stormwater treatment project at the Welco site and/or at the edge of the Geddes Marina site to collect the stormwater that comes into that basin.

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

*DRAFT*

Asst. Public Works Director Chennault reviewed this Interlocal Agreement with the Public Utility District to do a combined trench for the first street bypass. They would be putting all the utilities underground.

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.

Asst. Public Works Director Chennault reviewed this item. She noted the projects were complete and under budget. They completed improvements at ten intersections throughout the city.

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.

Asst. Public Works Director Chennault explained this was another grant funded project with the Department of Ecology.

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.

Asst. Public Works Director Chennault explained that Jeff Laycock would be giving a presentation next week.

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.

Planning Manager Chris Holland stated that this would be a one-day event on July 14 with the closure of 3<sup>rd</sup> Street for the Downtown Marysville Merchants' Association's vintage market.

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.

Chris Holland stated that this is similar to an agreement done previously with Costco. The Marysville Ford site is getting some traffic impact fees refunded to them because they met the \$200,000 sales and use tax annual requirement to the City. This allows them to transfer some of that refund to the Marysville Auto Center project which is a used auto dealership going in by Harley Davidson.



12. Consider the Interlocal Agreement with the City of Stanwood for Outdoor Video Services.

Director Ballew stated that the City would be doing three films for the City of Stanwood this year and one for the City of Anacortes.

13. Consider the Interlocal Agreement with the City of Anacortes for Outdoor Video Services.

(See above)

14. Consider an Additional Full Time Employee in the Sanitation Division at a Cost of \$43,864.

Asst. Public Works Director Chennault explained that staff is requesting an additional full time employee (Maintenance Worker II in the Sanitation Division) to help with an increased need for services. She explained that the requested amount would cover the employee for the remaining months in 2018 until it can be considered in the next budget cycle.

## **Legal**

### **Mayor's Business**

Mayor Nehring:

- Thanks to Director Jim Ballew and Greg Dennis at the Marysville School District for moving quickly on the pickle ball request that came to the Council recently. There are now six pickle ball courts available at Cedar Crest Middle School which are already being used. The pickle ball players are very appreciative.
- He, Councilmembers King and James attended some good meetings at the AWC Conference. He also attended the AWC Board Meetings where they are gearing up for the next legislative session.
- He and Councilmember James attended a neat flag raising event at Toyota.

### **Staff Business**

Sandy Langdon had no comments.

Chief Smith had no comments.

Kari Chennault had no comments.

Jim Ballew had no comments.

Connie Mennie had no comments.

Chris Holland had no comments.

Jon Walker had no comments.

### **Call on Councilmembers**

Mark James:

- He enjoyed the AWC Conference. He shared information from one session he attended on the importance of having a public plaza/town square in the community. He also enjoyed a talk on Robert's Rules.
- He was impressed with the flag raising ceremony today at the Toyota dealership.

Rob Toyer had no comments.

Jeff Vaughan had no comments.

Tom King:

- The AWC conference in Yakima was well attended and he enjoyed it.
- This Saturday, the Strawberry Festival started moving out of their old site down to the Baxter Auto Shop where they are doing some work inside and outside. They plan to have an open house later this summer.

Steve Muller:

- He reported that the clock on State Street is not working. Director Ballew indicated he would check on it.
- The trigger buttons crossing a certain intersection are on the street side of the pole instead of the sidewalk side which makes it difficult for wheelchair users to press them without going in the street.

Kamille Norton had no comments.

### **Adjournment**

The meeting was adjourned at 7:20 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Mayor  
Jon Nehring

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 23, 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.

<p>RECOMMENDED ACTION:</p> <p><b>The Finance and Executive Departments recommend City Council approve the July 4, 2018 claims in the amount of \$1,748,670.03 paid by EFT transactions and Check No. 125616 through 125770 with Check No. 123412 voided.</b></p> <p>COUNCIL ACTION:</p>
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BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-7**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,748,670.03 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 125616 THROUGH 125770 WITH CHECK NO. 123412 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 **23<sup>rd</sup> DAY OF JULY 2018**.

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 6/28/2018 TO 7/4/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125616	ALL BATTERY SALES &	BATTERY W/CORE CHARGE	EQUIPMENT RENTAL	129.21
125617	ANCERO, BRILLIANT	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
125618	APPLIED CONCEPTS INC	RADAR	GENERAL FUND	-87.36
	APPLIED CONCEPTS INC		POLICE PATROL	1,047.36
125619	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	148.22
125620	BALLEW, JAMES B	REIMBURSE MEETING/TRAINING EXP	RECREATION SERVICES	114.55
125621	BAMBOO DELI LLC	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	65.00
125622	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE INVESTIGATION	300.30
	BANK OF AMERICA		POLICE PATROL	1,018.40
125623	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	RECREATION SERVICES	193.80
125624	BELCHER, JON D & TAN	UB REFUND	WATER/SEWER OPERATION	50.46
125625	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	2,942.53
	BERGER/ABAM ENGR		GMA - STREET	8,541.25
	BERGER/ABAM ENGR		GMA - STREET	104,724.55
125626	BERK CONSULTING INC.	MIC SUBAREA PLAN 2018	COMMUNITY DEVELOPMENT-	5,983.78
125627	BICKFORD FORD	CORE REFUND	EQUIPMENT RENTAL	-109.10
	BICKFORD FORD	TAIL LIGHT ASSEMBLIES W/CORE C	EQUIPMENT RENTAL	197.42
125628	BOONE AND ASSOC. LLC	UB REFUND	WATER/SEWER OPERATION	307.14
125629	BOSA, LAWRENCE & DON		WATER/SEWER OPERATION	199.28
125630	BSN SPORTS, INC	VOLLEYBALL EQUIPMENT	RECREATION SERVICES	563.28
125631	BUFFALO INDUSTRIES	POLY-OVERPACK SALVAGE DRUMS	STORM DRAINAGE	766.98
125632	BUTLER, RICHARD	REFUND CLASS FEES	PARKS-RECREATION	25.00
	BUTLER, RICHARD		PARKS-RECREATION	25.00
125633	CASCADE COLUMBIA	ALUMINUM SULFATE	WASTE WATER TREATMENT F	1,736.48
125634	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	256.48
125635	CENTRAL WELDING SUPP	GLOVES	ER&R	46.35
	CENTRAL WELDING SUPP	TAPE, GLOVES, SHOVELS, RAKES A	ER&R	1,001.19
125636	CHRISTIAN, KATHERINE	UB REFUND	WATER/SEWER OPERATION	22.74
125637	CLYMER, TOMOKO	INTERPRETER SERVICES	COURTS	125.00
125638	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	131.21
125639	COOP SUPPLY	ADAPTERS	PARK & RECREATION FAC	22.87
125640	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,502.37
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	4,184.79
125641	CPSM	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	9,675.49
125642	DELL	FILE SERVER WARRANTY EXTENSION	COMPUTER SERVICES	2,835.39
125643	DELTA PROPERTY MANAG	UB REFUND	WATER/SEWER OPERATION	205.33
125644	DENNIS, ELDON	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	1,635.00
125645	DICKS TOWING	TOWING EXPENSE-AX59856	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-30215	POLICE PATROL	43.64

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125645	DICKS TOWING	TOWING EXPENSE-#H003	WATER DIST MAINS	365.49
125646	DORCAS, JOHN	REIMBURSE RETIREMENT LUNCHEON	PERSONNEL ADMINISTRATIOI	67.95
125647	E&E LUMBER	RETURN HOSE	MAINT OF GENL PLANT	-42.24
	E&E LUMBER	PLUMBING PARTS	PARK & RECREATION FAC	1.55
	E&E LUMBER		PARK & RECREATION FAC	3.10
	E&E LUMBER	HOOKS	PARK & RECREATION FAC	3.53
	E&E LUMBER	PLUMBING PARTS	PARK & RECREATION FAC	6.85
	E&E LUMBER	HARDWARE	PUBLIC SAFETY BLDG	22.50
	E&E LUMBER	PLUMBING PARTS	PARK & RECREATION FAC	25.14
	E&E LUMBER	COMBO LOCK	MAINT OF GENL PLANT	33.50
	E&E LUMBER	PAINT	PARK & RECREATION FAC	36.60
	E&E LUMBER	LIGHT BULBS	PARK & RECREATION FAC	39.23
	E&E LUMBER	PADLOCK, DOOR PULLS AND HARDWA	PUBLIC SAFETY BLDG	43.50
	E&E LUMBER	KNEE PADS AND RAGS	ER&R	75.92
	E&E LUMBER	PAINT	PARK & RECREATION FAC	82.80
	E&E LUMBER	HOSE	MAINT OF GENL PLANT	83.78
	E&E LUMBER	CDX	PUBLIC SAFETY BLDG	123.94
	E&E LUMBER	IMPACT WRENCHES, DRILL AND BIT	SOLID WASTE OPERATIONS	1,061.50
125648	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125648	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	406.00
125649	EMPLOYMENT SECURITY	FINANCE CHARGES	FINANCE-GENL	37.36
125650	ENSOR, BROOKE	REIMBURSE SPECIAL EVENT SUPPLI	STORM DRAINAGE	66.28
125651	EVERETT TIRE & AUTO	TIRES	EQUIPMENT RENTAL	324.24
125652	EVERETT, CITY OF	ANIMAL SHELTER FEES	COMMUNITY SERVICES UNIT	3,850.75
125653	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	157,624.68
125654	EVERGREEN SAFETY COU	COMBO FA/CPR/AED CARD ONLY	EXECUTIVE ADMIN	231.44
125655	EWING IRRIGATION	HERBICIDE	ROADSIDE VEGETATION	326.47
125656	FARO TECHNOLOGIES	TARGET SET	POLICE PATROL	1,175.26
	FARO TECHNOLOGIES	NOTEBOOK	POLICE PATROL	3,680.92
125657	FIRESTONE	TIRES	EQUIPMENT RENTAL	466.68
125658	FISHERIES SUPPLY	CABLES AND T HANDLE KITS	EQUIPMENT RENTAL	227.92
125659	FLUKE CORPORTATION	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
125660	FORREST, JEANNIE A	REIMBURSE MILEAGE AND OFFICE S	COMPUTER SERVICES	4.32
	FORREST, JEANNIE A		COMPUTER SERVICES	82.59
125661	FOUSHEE	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-496.55
	FOUSHEE		WATER/SEWER OPERATION	1,150.00
125662	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	50.51
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	51.67
	FRONTIER COMMUNICATI		POLICE PATROL	51.67
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	51.67
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	51.67
	FRONTIER COMMUNICATI		UTILITY BILLING	51.67
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	51.67
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	51.67
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	53.64
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	54.95
	FRONTIER COMMUNICATI	PHONE CHARGES	PARK & RECREATION FAC	56.41
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	69.23
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	80.64
	FRONTIER COMMUNICATI	ACCT #25300981920624965	SEWER LIFT STATION	85.62
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	95.62
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	100.90



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125662	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	103.34
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	103.34
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	103.34
	FRONTIER COMMUNICATI		COMMUNITY CENTER	103.34
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	103.34
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	103.35
	FRONTIER COMMUNICATI	PHONE CHARGES	PARK & RECREATION FAC	258.33
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	258.35
	FRONTIER COMMUNICATI		UTIL ADMIN	340.30
125663	GALLS, LLC	EAR MOLDS	POLICE PATROL	152.52
	GALLS, LLC	UNIFORM-SCHMIDT	DETENTION & CORRECTION	249.35
125664	GLOBALSTAR INC.	PHONE CHARGES	OFFICE OPERATIONS	97.04
125665	GOARCK, JOE	REFUND CLASS FEES	PARKS-RECREATION	25.00
125666	GRAINGER	GLOVES	STORM DRAINAGE	79.75
	GRAINGER	FIRST AID CABINET	SMALL ENGINE SHOP	194.74
	GRAINGER	DRINK MIX 2 CASES	MAINT OF GENL PLANT	232.72
125667	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
125668	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	546.60
125669	HACH COMPANY	BUFFER SOLUTIONS AND PILLOWS	WASTE WATER TREATMENT F	364.28
	HACH COMPANY	SAMPLER MOTOR AND TUBING	WASTE WATER TREATMENT F	687.07
125670	HARMONICA POCKET	ENTERTAINMENT 7/25/18	RECREATION SERVICES	750.00
125671	HAUGHIAN, ANNE	REFUND RENTAL FEES	PARKS-RECREATION	50.00
125672	HB JAEGER COMPANY	VALVE REPAIR KIT	WATER DIST MAINS	335.92
125673	HD FOWLER COMPANY	RETURN QUICK JOINTS	WATER SERVICE INSTALL	-280.12
	HD FOWLER COMPANY	RETURN HAND SAW	ROADSIDE VEGETATION	-35.53
	HD FOWLER COMPANY	END CAPS	STORM DRAINAGE	59.79
	HD FOWLER COMPANY	NOZZLES	PARK & RECREATION FAC	92.57
	HD FOWLER COMPANY	SUMP PUMP	OPERA HOUSE	157.48
	HD FOWLER COMPANY	METER BOX LIDS	WATER SERVICES	178.84
	HD FOWLER COMPANY	SPRINKLER SUPPLIES	PARK & RECREATION FAC	388.45
	HD FOWLER COMPANY	REPAIR CLAMPS	WATER/SEWER OPERATION	506.32
125674	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	59,713.03
125675	HESS, AMY	REIMBURSE MILEAGE AND PARKING	ENGR-GENL	27.53
125676	HOME DEPOT	MALLET, MIRROR, BUNGEE CORDS A	WATER DIST MAINS	117.21
125677	HOTS, AIMEE	REFUND CLASS FEES	PARKS-RECREATION	71.25
125678	HOWELL INVESTIGATION	CASE INVESTIGATION	MUNICIPAL COURTS	300.00
125679	HUMAN SERVICES	LIQUOR BOARD PROFITS/EXCISE T	NON-DEPARTMENTAL	4,532.18
125680	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	137.50

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125681	INTERSTATE BATTERY	BATTERY	ER&R	113.25
125682	J. THAYER COMPANY	OFFICE SUPPLIES	PURCHASING/CENTRAL STOF	11.53
	J. THAYER COMPANY	DEGREASER AND PURELL WIPES	ER&R	209.29
125683	JALLY, JI JI R	INTERPRETER SERVICES	COURTS	150.00
	JALLY, JI JI R		COURTS	200.00
125684	K2 DATA SYSTEMS INC	SCADA SUPPORT SERVICES	WASTE WATER TREATMENT F	394.98
	K2 DATA SYSTEMS INC		SUNNYSIDE FILTRATION PLAI	394.98
	K2 DATA SYSTEMS INC		WATER RESERVOIRS	394.99
125685	KIDZ LOVE SOCCER	INSTRUCTOR SERVICES	RECREATION SERVICES	336.00
	KIDZ LOVE SOCCER		RECREATION SERVICES	672.00
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,209.60
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,209.60
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,411.20
125686	KIMMELL, CONSTANCE	REFUND RENTAL FEES	PARKS-RECREATION	75.00
125687	KIRKLAND MUNICIPAL C	BAIL POSTED	GENERAL FUND	50.00
125688	KNOWBE4, INC.	SECURITY AWARENESS TRAINING	COMPUTER SERVICES	153.75
125689	KPG, INC PS	PROFESSIONAL SERVICES	GMA - STREET	234.04
125690	KUSTOM SIGNALS INC	RADAR REPAIR	POLICE PATROL	439.45
125691	LASTING IMPRESSIONS	VOLLEYBALL T-SHIRTS	RECREATION SERVICES	308.81
	LASTING IMPRESSIONS	SOFTBALL T-SHIRTS	RECREATION SERVICES	357.22
	LASTING IMPRESSIONS		RECREATION SERVICES	357.22
125692	LES SCHWAB TIRE CTR	FOAM FILLED TIRES	SMALL ENGINE SHOP	90.99
	LES SCHWAB TIRE CTR	STEER AXLE TIRES	EQUIPMENT RENTAL	1,060.77
	LES SCHWAB TIRE CTR	DRIVE AXLE TIRES	ER&R	4,260.63
125693	LOWES HIW INC	1 PALLET BOTTLED WATER	MAINT OF GENL PLANT	269.26
125694	MAKERS	STATE AVE SUBAREA PLAN	COMMUNITY DEVELOPMENT-	6,306.25
125695	MANALASTAS, JESS	UB REFUND	WATER/SEWER OPERATION	30.07
125696	MAPA, DENIS		WATER/SEWER OPERATION	213.91
125697	MARYSVILLE AWARDS	SOFTBALL PLAQUES	RECREATION SERVICES	143.97
125698	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	305,828.01
	MARYSVILLE FIRE DIST		FIRE-GENL	648,523.69
125699	MARYSVILLE PRINTING	FINDING AND SENTENCING FORMS	MUNICIPAL COURTS	352.39
	MARYSVILLE PRINTING	STATEMENT FORMS	POLICE PATROL	463.68
	MARYSVILLE PRINTING	STOP POLLUTION FLYERS	STORM DRAINAGE	1,178.68
125700	MARYSVILLE SCHOOL	FACILITY USEAGE-TMS	RECREATION SERVICES	60.00
125701	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE	SEWER LIFT STATION	57.80
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	121.15
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	193.68
	MARYSVILLE, CITY OF	UTILTIY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	260.85
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	271.11
	MARYSVILLE, CITY OF	UTILITY SERVICE-4800 152ND ST	RECREATION SERVICES	287.76

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125701	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	319.94
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST N	PARK & RECREATION FAC	375.37
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	2,528.28
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	3,194.96
125702	MCKINNEY, WALTER	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	1,250.74
125703	MCKINNEY-CUMMING, HE	REFUND CLASS FEES	PARKS-RECREATION	15.00
125704	MITCHELL, ROSE		PARKS-RECREATION	85.00
125705	MOODYS INVESTORS SVC	2018 LTGO RATING REVIEW	GMA - STREET	21,000.00
125706	MOTOR TRUCKS	FUEL AND AIR FILTERS	ER&R	447.58
125707	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	402.00
125708	MOUNTAIN MIST	WATER COOLER RENTAL AND BOTTLE	WASTE WATER TREATMENT F	17.89
	MOUNTAIN MIST		SEWER MAIN COLLECTION	17.89
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	17.90
125709	NEHRING, JON	REIMBURSE ROTARY DUES	NON-DEPARTMENTAL	375.00
125710	NELSON, MEAGAN	UB REFUND	WATER/SEWER OPERATION	26.55
125711	NORTH CENTRAL LABORA	BUFFER SOLUTIONS	WATER/SEWER OPERATION	-17.46
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT F	209.28
125712	NORTH COUNTY OUTLOOK	ADVERTISING	EXECUTIVE ADMIN	300.00
125713	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,541.40
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT F	5,115.70
125714	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	15.21
	OFFICE DEPOT		WATER DIST MAINS	21.91
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	23.17
	OFFICE DEPOT		POLICE PATROL	64.73
	OFFICE DEPOT		WATER FILTRATION PLANT	69.49
	OFFICE DEPOT		COMPUTER SERVICES	80.90
	OFFICE DEPOT		WATER FILTRATION PLANT	109.60
	OFFICE DEPOT		EXECUTIVE ADMIN	170.13
	OFFICE DEPOT		POLICE PATROL	360.19
125715	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	120.00
	OLASON, MONICA		RECREATION SERVICES	144.00
	OLASON, MONICA		RECREATION SERVICES	147.00
	OLASON, MONICA		RECREATION SERVICES	174.00
	OLASON, MONICA		RECREATION SERVICES	192.00
	OLASON, MONICA		RECREATION SERVICES	232.50
	OLASON, MONICA		RECREATION SERVICES	252.00
	OLASON, MONICA		RECREATION SERVICES	264.00
125716	OTAK	PROFESSIONAL SERVICES	GMA - STREET	43,612.75
125717	PACIFIC GOLF & TURF	YOKE, BUSHINGS, RINGS AND PINS	SMALL ENGINE SHOP	356.67
125718	PAPE MACHINERY	ORING	EQUIPMENT RENTAL	1.49
	PAPE MACHINERY	HYDRAULIC CYLINDER ASSEMBLY AN	EQUIPMENT RENTAL	2,196.23

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125719	PARKS, JENNIFER	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
125720	PARSELL, BRITTANY	REFUND CLASS FEES	PARKS-RECREATION	64.00
	PARSELL, BRITTANY		PARKS-RECREATION	64.00
	PARSELL, BRITTANY		PARKS-RECREATION	104.00
	PARSELL, BRITTANY		PARKS-RECREATION	114.00
125721	PARTS STORE, THE	SEAL	EQUIPMENT RENTAL	13.50
	PARTS STORE, THE	EXHAUST FLUID	STORM DRAINAGE	63.77
	PARTS STORE, THE		SEWER MAIN COLLECTION	63.77
	PARTS STORE, THE	MODULE, CAP AND ROTOR	EQUIPMENT RENTAL	112.59
	PARTS STORE, THE	BRAKE PADS AND BRAKE ROTORS	EQUIPMENT RENTAL	117.64
	PARTS STORE, THE	CLUTCH KIT, SLAVE CYLINDER AND	EQUIPMENT RENTAL	256.53
	PARTS STORE, THE	AIR FILTER AND LIGHTS	ER&R	300.99
	PARTS STORE, THE	OIL, AIR AND FUEL FILTERS	ER&R	359.16
	PARTS STORE, THE	EXHAUST FLUID	SOLID WASTE OPERATIONS	960.08
125722	PERTEET ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	20,649.62
125723	PETERSON, LUCY	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
125724	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	44.59
	PETROCARD SYSTEMS		STORM DRAINAGE	69.64
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	86.63
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	232.50
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	415.13
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,142.65
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,263.13
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,873.01
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,267.00
	PETROCARD SYSTEMS		POLICE PATROL	9,203.80
125725	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	17.33
	PGC INTERBAY LLC		PRO-SHOP	25.23
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	25.33
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	26.83
	PGC INTERBAY LLC		PRO-SHOP	30.00
	PGC INTERBAY LLC		PRO-SHOP	30.60
	PGC INTERBAY LLC		MAINTENANCE	37.04
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	42.80
	PGC INTERBAY LLC		PRO-SHOP	60.02
	PGC INTERBAY LLC		MAINTENANCE	60.02
	PGC INTERBAY LLC		PRO-SHOP	68.34
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	75.00
	PGC INTERBAY LLC		MAINTENANCE	87.67
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	94.97
	PGC INTERBAY LLC		PRO-SHOP	123.34

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125725	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	129.62
	PGC INTERBAY LLC		MAINTENANCE	142.62
	PGC INTERBAY LLC		MAINTENANCE	150.65
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	150.89
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	168.90
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	217.74
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	229.02
	PGC INTERBAY LLC		PRO-SHOP	497.73
	PGC INTERBAY LLC		MAINTENANCE	735.58
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	964.38
	PGC INTERBAY LLC		MAINTENANCE	1,028.18
	PGC INTERBAY LLC		PRO-SHOP	1,143.37
	PGC INTERBAY LLC		MAINTENANCE	1,357.99
	PGC INTERBAY LLC		MAINTENANCE	1,785.00
	PGC INTERBAY LLC		MAINTENANCE	2,138.23
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	6,704.78
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF COURSE	8,055.99
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	9,606.79
125726	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
125727	PILCHUCK RENTALS	NOZZLE AND HOLDER	PARK & RECREATION FAC	28.70
	PILCHUCK RENTALS	2 CYCLE OIL, BAR OIL AND BOLT	PARK & RECREATION FAC	97.72
	PILCHUCK RENTALS	TRIMMER LINE	SMALL ENGINE SHOP	234.29
125728	PLATT ELECTRIC	HOLE SAW ARBOR, ELEC TESTER, L	MAINT OF GENL PLANT	241.23
125729	POSTAL SERVICE	POSTAGE	UTIL ADMIN	11.32
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-	37.13
125730	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	79.20
125731	PRATHER, MICHAEL	UB REFUND	WATER/SEWER OPERATION	88.41
125732	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURS	GOLF ADMINISTRATION	8,497.25
125733	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	16.44
	PUD	ACCT #2215-6905-6	NON-DEPARTMENTAL	16.44
	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	17.01
	PUD	ACCT #2013-8099-5	PUMPING PLANT	17.28
	PUD	ACCT #2027-9116-6	PUMPING PLANT	18.07
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	18.14
	PUD	ACCT #2049-3331-1	PUMPING PLANT	18.14
	PUD	ACCT #2211-0009-2	GMA - STREET	18.14
	PUD	ACCT #2207-6180-7	OPERA HOUSE	21.61
	PUD	ACCT #2207-9273-3	STREET LIGHTING	25.21
	PUD	ACCT #2022-2076-0	GOLF ADMINISTRATION	27.61
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	30.75
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	30.85

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/28/2018 TO 7/4/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125733	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	31.77
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	39.67
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	41.29
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	42.52
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	45.36
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	46.31
	PUD	ACCT #2202-9862-4	STREET LIGHTING	49.20
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	53.24
	PUD	ACCT #2008-0070-4	STREET LIGHTING	53.26
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	53.53
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	55.13
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	60.84
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	70.43
	PUD	ACCT #2025-5745-0	STREET LIGHTING	72.02
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	73.15
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT F	80.39
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	92.53
	PUD	ACCT #2208-3888-2	TRAFFIC CONTROL DEVICES	96.59
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	105.45
	PUD	ACCT #2022-9433-6	STREET LIGHTING	123.77
	PUD	ACCT #2207-3128-5	STREET LIGHTING	124.61
	PUD	ACCT #2025-7232-7	STREET LIGHTING	124.93
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	153.57
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	230.00
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT F	438.60
	PUD	ACCT #2016-3963-0	GOLF ADMINISTRATION	761.44
125734	RANCOURT, JENNIFER	PRO-TEM SERVICES	MUNICIPAL COURTS	740.00
125735	RAY ALLEN MANUFACTUR	BITE SLEEVE	GENERAL FUND	-17.29
	RAY ALLEN MANUFACTUR	JUTE CUFF	GENERAL FUND	-5.55
	RAY ALLEN MANUFACTUR		K9 PROGRAM	66.54
	RAY ALLEN MANUFACTUR	BITE SLEEVE	K9 PROGRAM	207.28
125736	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	SUNNYSIDE FILTRATION PLAI	1,153.38
	RH2 ENGINEERING INC		WATER DIST MAINS	5,149.85
125737	ROSEMOUNT ANALYTICAL	PH SENSORS AND MEMBRANE KITS	WATER FILTRATION PLANT	1,824.87
125738	ROY ROBINSON	COOLING FAN MOTOR AND HOSE	EQUIPMENT RENTAL	262.83
125739	SAFEWAY INC.	MEETING SUPPLIES	UTIL ADMIN	12.99
	SAFEWAY INC.		MAINT OF GENL PLANT	39.15
125740	SCIENTIFIC SUPPLY	MEMBRANE FILTERS	WASTE WATER TREATMENT F	257.23
	SCIENTIFIC SUPPLY	FILTER PAPER AND TUBING	WASTE WATER TREATMENT F	380.42
125741	SHERWIN WILLIAMS	DRAIN VALVE	SMALL ENGINE SHOP	190.38
125742	SHRED-IT US	MONTHLY SHREDDING SERVICE	UTIL ADMIN	9.12

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 6/28/2018 TO 7/4/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125742	SHRED-IT US	MONTHLY SHREDDING SERVICE	ENGR-GENL	9.12
	SHRED-IT US		COMMUNITY DEVELOPMENT-	9.12
125743	SIGMAN, MICHAEL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	670.00
125744	SNO HEALTH DISTRICT	PILES USED FOR WASTE HANDLING	STORM DRAINAGE	3,510.00
125745	SOUND PUBLISHING	MARKET ADVERTISING	BAXTER CENTER APPRE	405.00
125746	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	538.31
125747	SOUTHERN COMPUTER	IPAD CASE	CITY COUNCIL	28.42
	SOUTHERN COMPUTER	SURFACE PRO AND PEN	SOLID WASTE OPERATIONS	82.46
	SOUTHERN COMPUTER		WATER DIST MAINS	130.78
	SOUTHERN COMPUTER	IPAD	CITY COUNCIL	345.51
	SOUTHERN COMPUTER	TABLETS AND COVERS	WASTE WATER TREATMENT F	570.14
	SOUTHERN COMPUTER		WATER QUAL TREATMENT	570.14
	SOUTHERN COMPUTER		SOLID WASTE OPERATIONS	1,140.27
	SOUTHERN COMPUTER		WATER DIST MAINS	2,174.54
125748	STANWOOD REDI-MIX	CONCRETE AND EXPANSION JOINTS	SIDEWALKS MAINTENANCE	1,693.51
125749	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	59.21
	STAPLES		MUNICIPAL COURTS	155.62
125750	STATE PATROL	ACCESS USER FEE	OFFICE OPERATIONS	600.00
125751	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERH	44.07
	STRATEGIES 360		WASTE WATER TREATMENT F	44.08
	STRATEGIES 360		UTIL ADMIN	58.77
125752	SUN BADGE CO	BADGE REPAIR	GENERAL FUND	-5.37
	SUN BADGE CO		POLICE ADMINISTRATION	64.37
125753	SURPLUS AMMO & ARMS	VEST-KIELAND	POLICE INVESTIGATION	954.38
125754	TAB PRODUCTS CO	LABELS AND BUCKETS	MUNICIPAL COURTS	691.57
125755	TATE, ELIZABETH	REIMBURSE OFFICE SUPPLY EXPENS	LEGAL - PROSECUTION	72.00
125756	TOTEM ELECTRIC	PAY ESTIMATE #3	GMA - STREET	29,909.38
125757	TOWERS, LORRIE	REIMBURSE CONFERENCE EXPENSE	MUNICIPAL COURTS	331.66
125758	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	102.55
125759	VAN DAM'S ABBEY	MINI BLINDS	STORM DRAINAGE	115.65
125760	VANDERWALKER,M	REIMBURSE MILEAGE	POLICE ADMINISTRATION	115.88
125761	VINYL SIGNS & BANNER	A-BOARDS	PARK & RECREATION FAC	294.57
125762	WA AUDIOLOGY SRVCS	TESTING	TRANSPORTATION MANAGEM	20.00
	WA AUDIOLOGY SRVCS		EXECUTIVE ADMIN	20.00
	WA AUDIOLOGY SRVCS		POLICE ADMINISTRATION	20.00
	WA AUDIOLOGY SRVCS		ENGR-GENL	40.00
125763	WASTE MANAGEMENT	YARD WASTE/RECYCLE SERVICE	RECYCLING OPERATION	125,076.31
125764	WAYNE'S AUTO DETAIL	DETAIL TRUCK	PARK & RECREATION FAC	179.91
125765	WEST, STEPHEN	UB REFUND	WATER/SEWER OPERATION	136.00
125766	WESTERN FACILITIES	JAIL SUPPLIES	DETENTION & CORRECTION	784.78
125767	WESTERN PETERBILT	WATER VALVE ASSEMBLY	EQUIPMENT RENTAL	100.36

**CITY OF MARYSVILLE  
INVOICE LIST**

**FOR INVOICES FROM 6/28/2018 TO 7/4/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125767	WESTERN PETERBILT	IDLER PULLEY	EQUIPMENT RENTAL	162.11
	WESTERN PETERBILT	TENSIONER	EQUIPMENT RENTAL	194.84
	WESTERN PETERBILT	DIAGNOSE AND REPAIR #J024	EQUIPMENT RENTAL	3,162.32
125768	WETLAND RESOURCES	RECONNAISSANCE REPORT	WATER CAPITAL PROJECTS	600.00
125769	WETZEL, DOUG	UB REFUND	GARBAGE	119.05
125770	WILLIAMSON, MICK	RETURN OF SEIZED PROPERTY	DRUG SEIZURE	4,000.00

WARRANT TOTAL: **1,748,849.94**

CHECK # 123412 CHECK LOST IN MAIL (179.91)

**1,748,670.03**

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



# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 23, 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 July 11, 2018 claims in the amount of \$561,536.74 paid by EFT transactions and Check No. 125771 through 125909 with Check No.'s 123713, 123759 & 125700 voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION

**CLAIMS**  
FOR  
**PERIOD-7**

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 **\$561,536.74 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 125771 THROUGH 125909 WITH CHECK NO.'S 1237113, 123759 & 125700 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 **23<sup>rd</sup> DAY OF JULY 2018.**

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 7/5/2018 TO 7/11/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125771	LICENSING, DEPT OF	CPL BATCH 7/6/18	GENERAL FUND	204.00
125772	AAKAVS CONSULTING	AKTIVOV IMPLEMENTATION/ROLLOUT	UTIL ADMIN	15,903.00
125773	ACCOUNTEMP	TEMP SERVICES 6/18-6/22	FINANCE-GENL	2,340.00
125774	ALL BATTERY SALES & ALL BATTERY SALES &	HEADLAMPS	ER&R	52.15
			ER&R	65.39
125775	AM TEST INC	LAB ANALYSIS	STORM DRAINAGE	275.00
125776	ANASTASI, JULIAN	UB REFUND	WATER/SEWER OPERATION	34.63
125777	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	229.83
125778	BAKER, BRANDY	UB REFUND	GARBAGE	275.95
125779	BARKER, ROCHELLE	REIMBURSE POSTAGE EXPENSE	GMA - STREET	32.45
125780	BICKFORD FORD	LEFT MIRROR GLASS	EQUIPMENT RENTAL	94.03
125781	BNSF RAILWAY COMPANY	WATER PIPELINE @ KRUSE JCT #40	UTIL ADMIN	100.00
	BNSF RAILWAY COMPANY	WATER PIPELINE XING @ KRUSE JC	UTIL ADMIN	100.00
125782	BOBER, AMELYN	UB REFUND	WATER/SEWER OPERATION	103.99
125783	BODDA, DEBRA	REFUND CLASS FEES	PARKS-RECREATION	52.40
	BODDA, DEBRA		PARKS-RECREATION	104.00
	BODDA, DEBRA		PARKS-RECREATION	104.00
	BODDA, DEBRA		PARKS-RECREATION	104.00
125784	BOYDEN, ROBINETT & A	UB REFUND	WATER/SEWER OPERATION	283.75
125785	BRADY, PATRICK J & S		WATER/SEWER OPERATION	55.86
125786	BRAKE AND CLUTCH	BRAKE CONTROL VALVE	EQUIPMENT RENTAL	51.41
125787	BRISTOL, MARC	ENTERTAINMENT 7/27/18	RECREATION SERVICES	800.00
125788	BUCKLEY, AMANDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	92.34
125789	CAMP FIRE USA	INSTRUCTOR SERVICES	RECREATION SERVICES	216.00
125790	CDW GOVERNMENT INC	SKYPE CAMERA	COMPUTER SERVICES	90.97
125791	CENTRAL WELDING SUPP	VESTS	ER&R	82.92
	CENTRAL WELDING SUPP	TSHIRTS	ER&R	253.66
	CENTRAL WELDING SUPP	SHOVELS, EARMUFFS AND EARPLUGS	ER&R	316.15
125792	CHAMPION BOLT	CABLE TIES, LUBRICANT AND LITH	WASTE WATER TREATMENT F	111.93
125793	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,057.82
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,076.33
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,076.33
125794	COMCAST SPOTLIGHT	ADVERTISING SW TV & DIGITAL CA	STORM DRAINAGE	1,100.00
125795	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
125796	COOP SUPPLY	NEVERKINK 50' HOSE	TRANSPORTATION MANAGEM	45.81
	COOP SUPPLY	100' CHAIN LOCK	ROADSIDE VEGETATION	64.37
	COOP SUPPLY	50' PASS CHAIN, GARDEN HOSE AN	ROADSIDE VEGETATION	78.67
125797	CORE & MAIN LP	10 PRO-CODERS	WATER SERVICE INSTALL	5,906.02
	CORE & MAIN LP	100 METERS	WATER SERVICE INSTALL	19,565.45

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 7/5/2018 TO 7/11/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125797	CORE & MAIN LP	100 METERS AND 100 REGISTERS	WATER SERVICE INSTALL	26,185.09
125798	CORRECTIONS, DEPT OF CORRECTIONS, DEPT OF CORRECTIONS, DEPT OF	WORK CREW-MAY 2018	WATER DIST MAINS PARK & RECREATION FAC ROADSIDE VEGETATION	179.88 237.78 710.02
125799	COUGAR TREE SERVICE	TREE REMOVAL 88TH & 57TH	ROADSIDE VEGETATION	981.90
125800	CTS LANGUAGE LINK	INTERPRETER SERVICES	LEGAL - PROSECUTION	13.78
125801	DABESTANI, AL	UB REFUND	WATER/SEWER OPERATION	157.24
125802	DAILY JOURNAL OF COM	LEGAL AD-HWY 9 EXPLORATORY WEL	WATER CAPITAL PROJECTS	360.00
125803	DECKER, TERESA	REFUND CLASS FEES	PARKS-RECREATION	94.00
125804	DELTA PROPERTY MANAG	UB REFUND	WATER/SEWER OPERATION	181.47
125805	DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT	SERVICED HEAT PUMP-VACTOR/SURF SERVICED HEAT PUMP-PW MAINT ST SERVICED HEAT PUMP-WELCO REPAIR HEAT PUMP-ROTARY RANCH SERVICED HEAT PUMP-WATER RESOU REPAIR AC PROBLEM-SW MODULAR SERVICED HVAC-OPERA HOUSE REPAIR EXHAUST FAN-JAIL BOOKIN ADJUST DAMPERS/REPLACE T STAT- REPAIR HVAC-SUNNYSIDE WTP REPLACE BLOWER MOTOR/WHEEL-CIT	STORM DRAINAGE MAINT OF GENL PLANT MAINT OF GENL PLANT PARK & RECREATION FAC WASTE WATER TREATMENT F STORM DRAINAGE OPERA HOUSE PUBLIC SAFETY BLDG WASTE WATER TREATMENT F SOURCE OF SUPPLY CITY HALL	145.35 218.04 218.04 290.71 290.71 436.06 436.06 770.35 790.78 1,627.44 2,173.18
125806	DICKS TOWING DICKS TOWING DICKS TOWING DICKS TOWING DICKS TOWING	TOWING EXPENSE-#807 TOWING EXPENSE-MP18-32978 TOWING EXPENSE-MP18-33616 TOWING EXPENSE-MP18-33622 TOWING EXPENSE-MP18-29075	EQUIPMENT RENTAL POLICE PATROL POLICE PATROL POLICE PATROL POLICE PATROL	43.64 43.64 43.64 43.64 114.56
125807	E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER	FITTINGS TAPE EARPLUGS SPRAY PAINT, HOSE CLAMPS, PVC MISC FASTENERS PAINTING SUPPLIES LEVEL, SIMPLE GREES AND WASHER 12BOXES-50 LB GARBAGE BAGS	PARK & RECREATION FAC PARK & RECREATION FAC PARK & RECREATION FAC WASTE WATER TREATMENT F PARK & RECREATION FAC PARK & RECREATION FAC TRANSPORTATION MANAGEM ROADSIDE VEGETATION	10.67 14.64 36.12 43.78 44.47 57.55 92.12 150.69
125808	ECOLOGY, DEPT. OF	STORMWATER ACTION MONITORING	STORM DRAINAGE	39,975.00
125809	EVERETT TIRE & AUTO	4 TIRES	EQUIPMENT RENTAL	405.19
125810	FASTENAL COMPANY	HARDWARE	ROADSIDE VEGETATION	79.77
125811	FEDEX	SHIPPING EPXENSE	WATER SERVICES	147.24
125812	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	48,000.00
125813	FINLEY, JOSEPH	MILEAGE REIMBURSEMENT	COMPUTER SERVICES	105.56
125814	FOSTER PEPPER PLLC	BOND COUNSEL SERVICES	GMA - STREET	28,768.75

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/5/2018 TO 7/11/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125815	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	53.64
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	54.95
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	55.12
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	59.37
	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION PLA	63.81
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	81.98
125816	GALLS, LLC	VEST-ALLEN	DETENTION & CORRECTION	780.07
125817	GOVCONNECTION INC	ADAPTERS	COMPUTER SERVICES	163.52
125818	GRAINGER	HYDRAULIC PRESS	SOLID WASTE OPERATIONS	1,080.48
	GRAINGER		EQUIPMENT RENTAL	1,080.48
	GRAINGER		UTIL ADMIN	2,160.95
	GRAINGER	OIL FILTER CRUSHER	SOLID WASTE OPERATIONS	7,194.54
125819	GREENSHIELDS	WASH RACK REPAIR PARTS	MAINT OF GENL PLANT	31.81
	GREENSHIELDS	PRESSURE HOSE AND COUPLERS	SMALL ENGINE SHOP	87.73
125820	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
125821	HB JAEGER COMPANY	LOCATE PAINT	ER&R	8.71
	HB JAEGER COMPANY	METER WRENCH	ER&R	94.87
	HB JAEGER COMPANY	ONE HAND WRENCH	ER&R	131.06
	HB JAEGER COMPANY	MANHOLE HOOKS AND PAINT	ER&R	295.51
125822	HD FOWLER COMPANY	LID	PARK & RECREATION FAC	34.89
	HD FOWLER COMPANY	PVC ELBOWS, BUSHINGS AND CEMEN	WASTE WATER TREATMENT F	49.94
	HD FOWLER COMPANY	PVC ELBOWS, TEES AND COUPLINGS	WASTE WATER TREATMENT F	82.92
125823	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	66.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	77.40
	HENNIG, JEANINE TULL		RECREATION SERVICES	77.40
	HENNIG, JEANINE TULL		RECREATION SERVICES	77.40
	HENNIG, JEANINE TULL		RECREATION SERVICES	78.60
	HENNIG, JEANINE TULL		RECREATION SERVICES	103.20
	HENNIG, JEANINE TULL		RECREATION SERVICES	154.80
	HENNIG, JEANINE TULL		RECREATION SERVICES	175.44
125824	HERC RENTALS INC	5 LIGHT TOWER RENTALS-STRAWBER	ROADWAY MAINTENANCE	1,172.86
125825	HOGUE, KRYSTAL	REFUND CLASS FEES	PARKS-RECREATION	10.00
	HOGUE, KRYSTAL		PARKS-RECREATION	10.00
125826	HUNTER, CYNTHIA		PARKS-RECREATION	10.00
	HUNTER, CYNTHIA		PARKS-RECREATION	10.00
125827	INFORMATION SERVICES	ANNUAL NETWORKING SERVICES	COMPUTER SERVICES	600.00
125828	JAMES, MARK	REIMBURSE AWC CONFERENCE EXPEN	CITY COUNCIL	234.80
125829	JUDD & BLACK	DRYER HANDLE	WASTE WATER TREATMENT F	33.71
125830	KERLEE, DEREK	MEAL REIMBURSEMENT	WASTE WATER TREATMENT F	12.31
125831	KING, THOMAS	AWC CONFERENCE MILEAGE REIMBUR	CITY COUNCIL	185.63
125832	KINGSFORD, ANDREA	REIMBURSE DAP CAMP EXPENSE	RECREATION SERVICES	605.87

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 7/5/2018 TO 7/11/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125833	KLEINFELDER	CIVIC CAMPUS PROJECT	NON-DEPARTMENTAL	10,628.02
125834	KPFF CONSULTING	PROFESSIONAL SERVICES	GMA - STREET	16,626.85
125835	LAKE STEVENS COURT L	UB REFUND	WATER/SEWER OPERATION	190.18
125836	LAKE STEVENS COURT L		WATER/SEWER OPERATION	174.06
125837	LES SCHWAB TIRE CTR	TRAILER TIRES, RIMS AND VALVE	TRAFFIC CONTROL DEVICES	207.82
	LES SCHWAB TIRE CTR	3 DRIVE AXLE TIRES	ER&R	856.54
	LES SCHWAB TIRE CTR	2 STEER AXLE TIRES	EQUIPMENT RENTAL	1,616.64
125838	MARYSVILLE PRINTING	ENVELOPES	CITY CLERK	32.18
	MARYSVILLE PRINTING	CRIMINAL JUSTICE TAX FLIERS	NON-DEPARTMENTAL	42.55
	MARYSVILLE PRINTING	ONLINE LEAFLETS-UB	UTILITY BILLING	301.12
	MARYSVILLE PRINTING	ENVELOPES	FINANCE-GENL	343.12
125839	MARYSVILLE SCHOOL	FACILITY USEAGE-TMS	RECREATION SERVICES	60.00
125840	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE ST	GOLF ADMINISTRATION	273.61
	MARYSVILLE, CITY OF	UTILITY SERVICE-7007 GROVE ST	GOLF ADMINISTRATION	1,148.98
	MARYSVILLE, CITY OF	UTILITY SERVICE-6810 84TH ST N	GOLF ADMINISTRATION	4,286.33
125841	MCVAYS MOBILE WELD	WELD SAND FILTER DIAMOND PLATE	WASTE WATER TREATMENT F	3,343.92
125842	MILLER, BARBARA	UB REFUND	GARBAGE	82.14
125843	MOORE, STEVEN	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
	MOORE, STEVEN	RENTAL FEE REFUND	PARKS-RECREATION	1,275.00
125844	MORRIS, SCOTT	UB REFUND	WATER/SEWER OPERATION	3.42
	MORRIS, SCOTT		WATER/SEWER OPERATION	250.97
125845	MOTOR TRUCKS	SUMP FILTER AND SPIN ON FILTER	EQUIPMENT RENTAL	49.17
	MOTOR TRUCKS	ORING KIT	EQUIPMENT RENTAL	109.05
	MOTOR TRUCKS	AIR FILTERS	ER&R	151.09
	MOTOR TRUCKS	FUEL AND OIL FILTERS	ER&R	423.07
125846	NATIONAL BARRICADE	10 STOP AHEAD SIGNS	TRANSPORTATION MANAGEM	799.00
125847	NESS & CAMPBELL CRAN	CRANE RENTAL	WASTE WATER TREATMENT F	1,289.56
125848	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT F	5,115.70
125849	NORTHWEST PLAYGROUND	PLAYGROUND REPAIR	PARK & RECREATION FAC	1,605.95
125850	OFFICE DEPOT	EVIDENCE SUPPLIES	POLICE PATROL	52.32
	OFFICE DEPOT	OFFICE SUPPLIES	OFFICE OPERATIONS	66.93
	OFFICE DEPOT		POLICE PATROL	68.23
	OFFICE DEPOT		POLICE INVESTIGATION	87.00
	OFFICE DEPOT		POLICE TRAINING-FIREARMS	111.58
	OFFICE DEPOT		POLICE PATROL	123.77
	OFFICE DEPOT		POLICE PATROL	125.56
	OFFICE DEPOT		POLICE PATROL	134.02
	OFFICE DEPOT	EVIDENCE SUPPLIES	POLICE PATROL	161.90
	OFFICE DEPOT	OFFICE SUPPLIES	LEGAL - PROSECUTION	344.33
125851	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	288.00
125852	PACIFIC TOPSOILS	MULCH	PARK & RECREATION FAC	39.20

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 7/5/2018 TO 7/11/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125852	PACIFIC TOPSOILS	MULCH	PARK & RECREATION FAC	50.09
125853	PARKINK	TSHIRTS FOR SUMMER ACTIVITIES	GENERAL FUND	-58.22
	PARKINK		RECREATION SERVICES	81.83
	PARKINK		RECREATION SERVICES	205.11
	PARKINK		RECREATION SERVICES	205.11
	PARKINK		RECREATION SERVICES	205.87
125854	PARTS STORE, THE	EXPANSION PLUGS	EQUIPMENT RENTAL	1.13
	PARTS STORE, THE	OIL FILTER AND 0W/20 ENGINE OI	EQUIPMENT RENTAL	27.61
	PARTS STORE, THE	OIL, AIR AND TRANSMISSION FILT	ER&R	174.82
125855	PARTSMASER	WASHERS AND BOLTS	TRANSPORTATION MANAGEM	83.35
125856	PAUL, RHONDA	REFUND RENTAL FEES	PARKS-RECREATION	70.00
125857	PFM FINANCIAL ADVISO	PROFESSIONAL SERVICES-BOND ISS	GMA - STREET	26,500.00
125858	PILCHUCK RENTALS	SAFETY GLASSES AND TRIMMER LIN	ROADSIDE VEGETATION	155.96
	PILCHUCK RENTALS	REPAIR CUT OFF SAW	ROADWAY MAINTENANCE	400.65
125859	PLATT ELECTRIC	CONTROL TRANSFORMER KIT	WASTE WATER TREATMENT F	7.07
	PLATT ELECTRIC	ELECTRICAL PARTS FOR FILTER CR	MAINT OF GENL PLANT	46.37
	PLATT ELECTRIC	LED BULBS AND 28W BULBS	PUBLIC SAFETY BLDG	180.02
	PLATT ELECTRIC	RESISTER KITS	WASTE WATER TREATMENT F	580.41
125860	PROFORCE LAW ENFORC	AMMUNITION	POLICE TRAINING-FIREARMS	1,509.48
125861	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT SE	1,267.00
125862	PUD	ACCT #2052-8364-1	STREET LIGHTING	9.08
	PUD	ACCT #2050-2647-6	STREET LIGHTING	11.01
	PUD	ACCT #2045-8436-1	STREET LIGHTING	17.16
	PUD	ACCT #2050-2647-6	STREET LIGHTING	17.21
	PUD	ACCT #2021-7786-1	PUMPING PLANT	17.28
	PUD	ACCT #2213-0349-8	STREET LIGHTING	22.48
	PUD	ACCT #2045-8436-1	STREET LIGHTING	22.74
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	53.33
	PUD	ACCT#201046380	PARK & RECREATION FAC	74.13
	PUD	ACCT #2023-6819-7	PUMPING PLANT	105.86
	PUD	ACCT #2025-7611-2	STREET LIGHTING	126.79
	PUD	ACCT #2008-1280-8	PUMPING PLANT	193.16
	PUD	ACCT #2033-4458-5	STREET LIGHTING	203.39
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	327.57
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	599.62
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,624.98
	PUD	ACCT #2010-9896-9	PUMPING PLANT	1,991.06
	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	9,696.79
	PUD		STREET LIGHTING	15,166.77



**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 7/5/2018 TO 7/11/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125863	PUGET SOUND BUSINESS	ADVERTISING-EBEY WATERFRONT RF	GMA-PARKS	220.00
125864	PUGET SOUND SECURITY	KEYS MADE	STORM DRAINAGE	9.82
	PUGET SOUND SECURITY		SEWER MAIN COLLECTION	9.82
125865	QUEST SOFTWARE	FILE SECURITY MANAGER RENEWAL	COMPUTER SERVICES	213.72
125866	REESE, HOLLY & CHARL	UB REFUND	WATER/SEWER OPERATION	451.48
125867	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	20,932.87
125868	RICOH USA, INC.	PRINTER CHARGES	PROBATION	88.28
125869	RISHER, ALYSSA & PHI	UB REFUND	WATER/SEWER OPERATION	46.23
125870	RMT EQUIPMENT	DUST COVER	SMALL ENGINE SHOP	22.12
	RMT EQUIPMENT	BOSS SPLINES, SPRING PLATES, B	SMALL ENGINE SHOP	145.44
	RMT EQUIPMENT	BRACKETS, WHEEL COVERS, ASSY F	ROADSIDE VEGETATION	242.37
125871	ROBBINS, TAMARA & DI	UB REFUND	WATER/SEWER OPERATION	243.54
125872	ROBINSON, MIKE	REIMBURSE WATER PURCHASE	PARK & RECREATION FAC	39.15
125873	ROSENBACH, ED	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
125874	ROY ROBINSON	TIRE PRESSURE MONITOR SENSORS	EQUIPMENT RENTAL	139.56
	ROY ROBINSON	BRAKE ROTORS AND BRAKE PADS	ER&R	746.24
125875	SAFEWAY INC.	SHOWCASE SUPPLIES	OPERA HOUSE	4.36
	SAFEWAY INC.		COMMUNITY CENTER	16.87
	SAFEWAY INC.		RECREATION SERVICES	30.11
125876	SAFEWAY INC.	MEETING, SPECIAL EVENT, TRAINI	PERSONNEL ADMINISTRATIO	15.56
	SAFEWAY INC.		EXECUTIVE ADMIN	61.14
	SAFEWAY INC.		NON-DEPARTMENTAL	68.49
	SAFEWAY INC.		EXECUTIVE ADMIN	163.90
125877	SAFEWAY INC.	JAIL AND FESTIVAL SUPPLIES	DETENTION & CORRECTION	42.20
	SAFEWAY INC.		POLICE PATROL	550.30
125878	SCIENTIFIC SUPPLY	NITRIC AND DRIERITE	WASTE WATER TREATMENT F	123.25
125879	SEA-ALASKA INDUSTRIA	WEMCO PUMP REBUILD	SEWER LIFT STATION	8,245.06
125880	SEATTLE PUMP & EQUIP	2 XTEND A CLAWS AND 5 POLES FO	STORM DRAINAGE	644.08
	SEATTLE PUMP & EQUIP		SEWER MAIN COLLECTION	644.08
125881	SEDGICK, STUART	FILL STATION DEPOSIT MINUS WAT	WATER-UTILITIES/ENVIRONM	-2.98
	SEDGICK, STUART		WATER/SEWER OPERATION	100.00
125882	SHERWIN WILLIAMS	WHITE TRAFFIC PAINT	TRAFFIC CONTROL DEVICES	615.97
	SHERWIN WILLIAMS		TRAFFIC CONTROL DEVICES	615.97
125883	SHRED-IT US	MONTHLY SHREDDING SERVICE	EXECUTIVE ADMIN	11.19
	SHRED-IT US		LEGAL - PROSECUTION	11.20
125884	SIX ROBBLEES INC	TONGUE JACK	EQUIPMENT RENTAL	94.07
125885	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	631.69
125886	SNOHOMISH CO 911	ACCESS FEES	COMMUNICATION CENTER	2,661.50
	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	84,327.15
125887	SONITROL	SECURITY MONTITORING SERVICES	STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/5/2018 TO 7/11/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125887	SONITROL	SECURITY MONTITORING SERVICES	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
125888	SOUND SAFETY	SHORTS-PHELPS	PARK & RECREATION FAC	74.01
	SOUND SAFETY	SHORTS-ROTH	PARK & RECREATION FAC	74.01
	SOUND SAFETY	SHORTS-CHRISMAN	PARK & RECREATION FAC	76.01
	SOUND SAFETY	BOOTS AND JEANS-KERLEE	UTIL ADMIN	479.83
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	841.65
125889	SPECIALIZED ARMAMENT	4 RIFLES REPAIRED (PARTS AND L	GENERAL FUND	-63.70
	SPECIALIZED ARMAMENT		POLICE PATROL	763.70
125890	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	41.25
125891	STAPLES	RETURN CABLES	WATER FILTRATION PLANT	-77.18
	STAPLES	PAPER	OPERA HOUSE	16.68
	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIOI	41.39
	STAPLES	CABLES	WATER FILTRATION PLANT	77.18
	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIOI	77.58
	STAPLES		PARK & RECREATION FAC	219.65
125892	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERH	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
125893	SUBURBAN PROPANE	TANK RENTAL	PARK & RECREATION FAC	65.46
125894	SUEZ TREATMENT	BALLAST, DCA AND LAMP CONTROL	WASTE WATER TREATMENT F	2,868.96
125895	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATIOI	4,066.15
125896	SUNNYSIDE NURSERY	FLOWERS-FREEWAY PARK	PARK & RECREATION FAC	147.07
	SUNNYSIDE NURSERY	120 HANGING BASKETS AND ACCESS	ROADSIDE VEGETATION	900.00
	SUNNYSIDE NURSERY		PARK & RECREATION FAC	8,099.66
125897	THOMAS, SHERI	REFUND CLASS FEES	PARKS-RECREATION	45.00
	THOMAS, SHERI		PARKS-RECREATION	65.00
125898	TRAFFIC DATA	VOLUME TRAFFIC COUNTS 7 LOCATI	PUBLIC SAFETY FAC-GENL	3,880.00
125899	TULALIP CHAMBER	JUNE BBH (4)	PARK & RECREATION FAC	23.00
	TULALIP CHAMBER	JUNE BBH (1)	EXECUTIVE ADMIN	28.00
	TULALIP CHAMBER	JUNE BBH (4)	POLICE ADMINISTRATION	69.00
125900	UNITED RECYCLING	DEMOLITION AND DEBRIS REMOVAL-	GMA - STREET	8,335.22
125901	VERIZON	AMR LINES	METER READING	557.28
125902	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	193.50
	WA STATE TREASURER		GENERAL FUND	38,737.31
125903	WALTER E NELSON CO.	JANITORIAL SUPPLIES	PARK & RECREATION FAC	308.97

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 7/5/2018 TO 7/11/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125903	WALTER E NELSON CO.	JANITORIAL SUPPLIES	PARK & RECREATION FAC	1,373.24
125904	WAVEDIVISION HOLDING	I-NET LEASE AND FIBER MAINTEN	WATER QUAL TREATMENT	116.40
	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
	WAVEDIVISION HOLDING	I-NET LEASE AND FIBER MAINTEN	CENTRAL SERVICES	537.68
125905	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	82.00
	WAXIE SANITARY SUPPL		PARK & RECREATION FAC	261.84
125906	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,900.52
125907	WETZEL, JAKE	MEAL REIMBURSEMENT	TRAINING	15.00
125908	WFOA	2018 CONFERENCE-BERG/LANGDON	FINANCE-GENL	650.00
125909	YAMAHA MOTOR CORP	GOLF CART LEASE	GOLF ADMINISTRATION	1,264.19

**WARRANT TOTAL: 561,763.08**

CHECK #123713	CHECK LOST IN MAIL	(92.34)
CHECK #123759	INITIATOR ERROR	(74.00)
CHECK #125700	INITIATOR ERROR	(60.00)

**561,536.74**

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

# *Index #14*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 23, 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:  <b>The Finance and Executive Departments recommend City Council approve the July 18, 2018 claims in the amount of \$403,761.87 paid by EFT transactions and Check No. 125910 through 126058 with Check No. 125888 voided.</b>
COUNCIL ACTION:

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-7**

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 **\$403,761.87 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 125910 THROUGH 126058 WITH CHECK NO. 125888 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 **23<sup>rd</sup> DAY OF JULY 2018.**

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/12/2018 TO 7/18/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125910	REVENUE, DEPT OF	2ND QTR LEASEHOLD TAX 2018	NON-DEPARTMENTAL	682.13
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,155.60
	REVENUE, DEPT OF		GOLF COURSE	1,548.07
	REVENUE, DEPT OF		GMA - STREET	1,692.31
	REVENUE, DEPT OF		GENERAL FUND	1,985.74
125911	LICENSING, DEPT OF	STATE GUN DEALERS LICENSE-WALM	GENERAL FUND	125.00
125912	ACCOMTEMPS	TEMP SERVICES 6/25-6/29	FINANCE-GENL	2,340.00
125913	ALL BATTERY SALES &	BULBS, WIRE, HEAT SHRINK AND P	EQUIPMENT RENTAL	128.41
125914	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT F	89.90
125915	AMERICAN CLEANERS	DRY CLEANING	POLICE INVESTIGATION	34.09
	AMERICAN CLEANERS		OFFICE OPERATIONS	43.10
	AMERICAN CLEANERS		POLICE PATROL	81.89
	AMERICAN CLEANERS		DETENTION & CORRECTION	81.89
	AMERICAN CLEANERS		POLICE ADMINISTRATION	112.10
125916	AMERICAN SOCCER COMP	FIELD PAINT	GENERAL FUND	-143.37
	AMERICAN SOCCER COMP		RECREATION SERVICES	1,718.82
125917	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
125918	BALLEW, JAMES B	CONCERT/CAMP SUPPLY REIMBURSEM	RECREATION SERVICES	213.75
125919	BANK OF AMERICA	PARKING REIMBURSEMENT	ENGR-GENL	6.00
	BANK OF AMERICA		GMA - STREET	10.90
125920	BANK OF AMERICA	UNIFORM REIMBURSEMENT	GENERAL FUND	-3.40
	BANK OF AMERICA		POLICE PATROL	40.67
125921	BANK OF AMERICA	TRAINING REIMBURSEMENT	UTIL ADMIN	80.00
125922	BANK OF AMERICA	USER GROUP MEETING EXPENSE	MUNICIPAL COURTS	81.70
125923	BANK OF AMERICA	FESTIVAL MEAL REIMBURSEMENT	EXECUTIVE ADMIN	87.26
125924	BANK OF AMERICA	AWARDS DINNER REIMBURSEMENT	EXECUTIVE ADMIN	100.00
125925	BANK OF AMERICA	TRAVEL REIMBURSEMENT	EXECUTIVE ADMIN	12.00
	BANK OF AMERICA		CITY COUNCIL	42.33
	BANK OF AMERICA		EXECUTIVE ADMIN	54.74
125926	BANK OF AMERICA	DOCUMENTS/MATERIAL/RECORDS REI	GMA - STREET	3.08
	BANK OF AMERICA		LEGAL - PROSECUTION	328.49
125927	BANK OF AMERICA	TRAVEL/MEAL REIMBURSEMENT	EXECUTIVE ADMIN	120.79
	BANK OF AMERICA		CITY COUNCIL	787.29
125928	BANK OF AMERICA	SUPPLY REIMBURSEMENT	SEWER LIFT STATION	55.38
	BANK OF AMERICA		EQUIPMENT RENTAL	129.20
	BANK OF AMERICA		EQUIPMENT RENTAL	1,550.61
125929	BARTLETT, JEANNE	REFUND CLASS FEES	PARKS-RECREATION	40.00
125930	BERTASH, ALENA	UB REFUND	WATER/SEWER OPERATION	48.82
125931	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,347.06
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	5,804.22

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/12/2018 TO 7/18/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125932	BILLS BLUEPRINT INC	FULLSIZE PLANS ONTO BOND W/EDG	SIDEWALKS MAINTENANCE	52.59
125933	BOOTH, NORM	UB REFUND	WATER/SEWER OPERATION	290.86
125934	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	NON-DEPARTMENTAL	33,563.51
125935	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,400.00
125936	BRENNAN, SHANNON	INSTRUCTOR SERVICES	RECREATION SERVICES	264.00
125937	BRUNETTE, EDWARD & D	UB REFUND	WATER/SEWER OPERATION	272.40
125938	BSN SPORTS, INC	TENNIS BALLS	RECREATION SERVICES	192.72
125939	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	219.38
125940	CARRATALA, ANA & RIN	UB REFUND	WATER/SEWER OPERATION	6.66
125941	CASCADE SEPTIC, LLC	PORTABLE SERVICE	SOURCE OF SUPPLY	326.70
125942	CATHOLIC COMMUNITY	CDBG-CCS CHORE SERVICES	COMMUNITY DEVELOPMENT-	834.66
125943	CLICK2MAIL	CLICK2 MAIL POSTAGE	COMMUNITY DEVELOPMENT-	770.58
125944	CLUTE, NAN	REFUND CLASS FEES	PARKS-RECREATION	25.00
125945	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,362.04
125946	COCOON HOUSE	CDBG-COLBY AVE YOUTH CENTER	COMMUNITY DEVELOPMENT-	77,865.00
125947	CONSOLIDATED SUPPLY	FOUNTAIN REPAIR PARTS	PARK & RECREATION FAC	52.55
125948	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,565.94
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	4,309.63
125949	CPSM	POLICE STUDY	NON-DEPARTMENTAL	935.00
125950	DAY WIRELESS SYSTEMS	CALIBRATIONS	POLICE PATROL	698.24
125951	DICKS TOWING	TOWING EXPENSE-506XXY	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MITSUBISHI ECLI	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-33616	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-33843	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-34987	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP18-35368	POLICE PATROL	43.64
125952	E&E LUMBER	FOAM TAPE	SMALL ENGINE SHOP	10.77
	E&E LUMBER	LUBE AND PENETRANT	PARK & RECREATION FAC	16.53
	E&E LUMBER	SAND AND FASTENERS	RECREATION SERVICES	23.41
	E&E LUMBER	VACUUM BREAKER	WATER CROSS CNTL	60.73
	E&E LUMBER	LUMBER, DRILL, SQUARE, BLADE A	SOURCE OF SUPPLY	285.08
125953	EAGLE FENCE	REPAIR CHAIN LINK FENCE-108TH/	ROADSIDE VEGETATION	1,309.20
125954	EMERALD HILLS	COFFEE AND SUPPLIES	COMMUNITY CENTER	45.40
125955	EMERALD RECYCLING	DISPOSAL FEES	EQUIPMENT RENTAL	400.78
125956	EVERETT HYDRAULICS	R&R HYDRAULIC VALVE STACK	EQUIPMENT RENTAL	884.53
125957	EVERETT TIRE & AUTO	4 TIRES	ER&R	507.30
125958	FAIN, SAMUEL & SHARO	UB REFUND	WATER/SEWER OPERATION	10.02
	FAIN, SAMUEL & SHARO		WATER/SEWER OPERATION	200.25
125959	FAWKS, ANGELA	PER DIEM 7/23-7/26	YOUTH SERVICES	182.50
125960	FERRELLGAS	PROPANE CHARGES	ROADWAY MAINTENANCE	52.33
	FERRELLGAS		TRAFFIC CONTROL DEVICES	52.33



**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125961	FRANKLIN COUNTY	BAIL POSTED	GENERAL FUND	250.00
125962	FRONTIER COMMUNICATI	PHONE CHARGES	CITY CLERK	9.03
	FRONTIER COMMUNICATI		CRIME PREVENTION	9.03
	FRONTIER COMMUNICATI		COMMUNITY CENTER	9.03
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	9.03
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	9.03
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	9.03
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	18.06
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	27.09
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	27.09
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	27.09
	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	31.61
	FRONTIER COMMUNICATI		RECREATION SERVICES	31.61
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	34.00
	FRONTIER COMMUNICATI	PHONE CHARGES	PERSONNEL ADMINISTRATIO	36.12
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	36.12
	FRONTIER COMMUNICATI		STORM DRAINAGE	36.12
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	45.14
	FRONTIER COMMUNICATI		YOUTH SERVICES	45.14
	FRONTIER COMMUNICATI		RECREATION SERVICES	45.14
	FRONTIER COMMUNICATI		LEGAL-GENL	45.14
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	45.14
	FRONTIER COMMUNICATI		FINANCE-GENL	54.17
	FRONTIER COMMUNICATI		COMPUTER SERVICES	63.19
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	72.23
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	72.23
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	72.23
	FRONTIER COMMUNICATI		UTILITY BILLING	72.23
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	81.26
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	86.00
	FRONTIER COMMUNICATI	PHONE CHARGES	WASTE WATER TREATMENT F	90.29
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	108.35
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	108.35
	FRONTIER COMMUNICATI	ACCT #36065755320112185	OPERA HOUSE	118.34
	FRONTIER COMMUNICATI	PHONE CHARGES	DETENTION & CORRECTION	126.40
	FRONTIER COMMUNICATI		UTIL ADMIN	135.43
	FRONTIER COMMUNICATI		ENGR-GENL	144.46
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	180.57
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION PLAI	212.27
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	257.50
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE PATROL	415.32

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125963	GOTCHA PEST CONTROL	PEST CONTROL	UTIL ADMIN	109.10
	GOTCHA PEST CONTROL		MAINT OF GENL PLANT	109.10
	GOTCHA PEST CONTROL		COMMUNITY CENTER	109.10
	GOTCHA PEST CONTROL		COURT FACILITIES	109.10
	GOTCHA PEST CONTROL		CITY HALL	109.10
	GOTCHA PEST CONTROL		WASTE WATER TREATMENT F	218.20
	GOTCHA PEST CONTROL		PUBLIC SAFETY BLDG	218.20
125964	GRAINGER	GAUZE	ER&R	11.95
	GRAINGER	RESTOCK FIRST AID KIT	ER&R	370.87
	GRAINGER	MANIFOLD GAUGE SETS	EQUIPMENT RENTAL	418.28
125965	GREATAMERICA FINANCI	POSTAGE MACHINE LEASE PAYMENT	CITY CLERK	30.19
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.19
	GREATAMERICA FINANCI		FINANCE-GENL	30.19
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIO	30.19
	GREATAMERICA FINANCI		UTILITY BILLING	30.19
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.19
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.22
	GREATAMERICA FINANCI		POLICE PATROL	36.22
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.22
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.22
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.22
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	38.54
	GREATAMERICA FINANCI		ENGR-GENL	38.54
	GREATAMERICA FINANCI		UTIL ADMIN	38.55
125966	GREEN RIVER CC	TRAINING-LATIMER	UTIL ADMIN	180.00
125967	GREENHAUS PORTABLE	PORTABLE SERVICE	RECREATION SERVICES	700.00
	GREENHAUS PORTABLE		PARK & RECREATION FAC	970.00
125968	GUARINO, ALEX	UB REFUND	WATER/SEWER OPERATION	49.49
125969	HAGGEN INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	4.99
125970	HD FOWLER COMPANY	ADAPTER	WASTE WATER TREATMENT F	3.92
	HD FOWLER COMPANY	PVC ELBOWS	WASTE WATER TREATMENT F	34.74
	HD FOWLER COMPANY	CEMENT, BUSHINGS AND COUPLERS	WASTE WATER TREATMENT F	45.79
	HD FOWLER COMPANY	PVC PIPE	WASTE WATER TREATMENT F	259.07
	HD FOWLER COMPANY	COUPLERS	WATER DIST MAINS	293.26
	HD FOWLER COMPANY	PVC ELBOWS AND PIPE	WATER CAPITAL PROJECTS	667.32
125971	HEALTH, DEPT OF	LICENSE/REGISTRATION FEE-RADIO	UTIL ADMIN	1,511.00
125972	HOMAGE SENIOR	CDBG-MINOR HOME REPAIR	COMMUNITY DEVELOPMENT-	12,888.29
125973	INDUSTRIAL CASTER	500 CASTERS	SOLID WASTE OPERATIONS	4,233.45
125974	INTERMOUNTAIN LOCK	LOCKS AND LEVERS	MAINT OF GENL PLANT	568.03
125975	IRISH, JANET	REFUND CLASS FEES	PARKS-RECREATION	89.00
125976	J. THAYER COMPANY	32 VIEW BINDERS	SOLID WASTE OPERATIONS	64.59

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125977	JET PLUMBING	PLUMBING REPAIR-GOLF COURSE MA	MAINTENANCE	276.24
125978	KAISER PERMANENTE	IMMUNIZATIONS AND OH QUESTIONA	UTIL ADMIN	40.00
	KAISER PERMANENTE		EXECUTIVE ADMIN	863.00
	KAISER PERMANENTE	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	932.00
125979	KALLICOTT, PAM	UB REFUND	WATER/SEWER OPERATION	16.81
125980	KKXA 1520	ADVERTISING	OPERA HOUSE	200.00
125981	KNOX COMPANY	PADLOCK	PUMPING PLANT	118.92
	KNOX COMPANY		PUMPING PLANT	118.92
125982	LABOR & INDUSTRIES	L&I 2ND QTR 2018	OPERA HOUSE	22.18
	LABOR & INDUSTRIES		MUNICIPAL COURTS	40.23
	LABOR & INDUSTRIES		COMMUNITY CENTER	245.57
	LABOR & INDUSTRIES		RECREATION SERVICES	455.75
	LABOR & INDUSTRIES		ROADWAY MAINTENANCE	518.57
	LABOR & INDUSTRIES		POLICE PATROL	675.89
125983	LAKESIDE INDUSTRIES	ASPHALT	WATER DIST MAINS	450.89
	LAKESIDE INDUSTRIES		SEWER MAIN COLLECTION	450.89
	LAKESIDE INDUSTRIES		ROADWAY MAINTENANCE	450.90
125984	LAPP, DAVID & NANCY	UB REFUND	WATER/SEWER OPERATION	10.27
125985	LIEPART, SUE	REFUND CLASS FEES	PARKS-RECREATION	89.00
125986	LOWERY, WANDA		PARKS-RECREATION	60.00
125987	MAGIC HARDWOOD	UB REFUND	WATER/SEWER OPERATION	375.21
125988	MAKERS	STATE AVE SUBAREA PLAN	COMMUNITY DEVELOPMENT-	5,045.00
125989	MARYFEST	FASHION SHOW TABLE (9)	EXECUTIVE ADMIN	160.00
125990	MARYSVILLE PRINTING	BUSINESS CARDS	PARK & RECREATION FAC	95.38
	MARYSVILLE PRINTING		POLICE ADMINISTRATION	308.37
125991	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	23,824.00
125992	MARYSVILLE, CITY OF	UTILITY SERVICE-1508 1ST ST	GMA - STREET	11.94
	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE AV	PARK & RECREATION FAC	23.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	49.28
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	73.38
	MARYSVILLE, CITY OF	UTILITY SERVICE-1624 1ST ST	GMA - STREET	105.23
	MARYSVILLE, CITY OF	UTILITY SERVICE-1412 1ST ST	NON-DEPARTMENTAL	109.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH & I5 IRR	PARK & RECREATION FAC	115.06
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST FI	PUBLIC SAFETY BLDG	120.69
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	138.57
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	148.98
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	154.19
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST OFFIC	PUBLIC SAFETY BLDG	158.52
	MARYSVILLE, CITY OF	UTILITY SERVICE-1510 1ST ST	GMA - STREET	158.52
	MARYSVILLE, CITY OF	UTILITY SERVICE-1221 3RD ST	OPERA HOUSE	173.35
	MARYSVILLE, CITY OF	UTILITY SERVICE-1526 1ST ST	GMA - STREET	192.12

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125992	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	203.02
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	215.49
	MARYSVILLE, CITY OF	UTILITY SERVICE-1408 1ST ST	NON-DEPARTMENTAL	219.85
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-519 & 523 DELT	NON-DEPARTMENTAL	259.79
	MARYSVILLE, CITY OF	UTILITY SERVICE-1407 1ST ST IR	STORM DRAINAGE	410.04
	MARYSVILLE, CITY OF	UTILITY SERVICE-1ST ST & STATE	PARK & RECREATION FAC	637.16
	MARYSVILLE, CITY OF	UTILITY SERVICE-1225 3RD ST	OPERA HOUSE	652.48
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	660.71
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	710.47
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	822.98
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	WASTE WATER TREATMENT F	1,146.30
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	2,164.73
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,874.05
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	4,271.90
125993	MCKITTRICK, SUSAN	REFUND CLASS FEES	PARKS-RECREATION	10.00
125994	MENNIE, CONNIE	REIMBURSE MILEAGE	EXECUTIVE ADMIN	26.58
	MENNIE, CONNIE	REIMBURSE MILEAGE/MEETING EXPE	EXECUTIVE ADMIN	64.67
125995	MILLS, DENISE	REFUND CLASS FEES	PARKS-RECREATION	25.00
125996	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	ENGR-GENL	6.55
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	6.55
	MOBILEGUARD, INC.		RECREATION SERVICES	6.55
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATIOI	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 - OVERH	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

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125996	MOBILEGUARD, INC. MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	COMPUTER SERVICES	97.55
			POLICE PATROL	294.75
125997	MOUNTAIN MIST MOUNTAIN MIST MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WA	WASTE WATER TREATMENT F	21.45
			SOLID WASTE OPERATIONS	21.46
			SEWER MAIN COLLECTION	21.46
125998	MUNOZ, SANDRA	UB REFUND	WATER/SEWER OPERATION	237.99
125999	NATIONAL BARRICADE	MOWING AHEAD SIGNS	ROADSIDE VEGETATION	277.70
126000	NAVIA BENEFIT	FLEXPLAN FEES-JUNE	PERSONNEL ADMINISTRATIO	58.10
126001	NELSON, JAYME & RUSS	UB REFUND	WATER/SEWER OPERATION	26.41
126002	NIMBUSNET NIMBUSNET	POLE MOUNT KIT INSTALLATION OF CAMERA/VIDEO R	COMPUTER SERVICES COMPUTER SERVICES	91.64 3,785.77
126003	NISHIMURA, MARISA NISHIMURA, MARISA	REIMBURSE MILEAGE/MEALS REIMBURSE MILEAGE AND MEAL	OFFICE OPERATIONS OFFICE OPERATIONS	41.72 202.68
126004	NORMED NORMED	COLD PACK KITS	RECREATION SERVICES RECREATION SERVICES	82.79 82.79
126005	NORSBY, MARTY	REIMBURSE CDL RENEWAL FEE	MAINT OF GENL PLANT	102.00
126006	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE-#J049	EQUIPMENT RENTAL	793.16
126007	NURNBERG SCIENTIFIC	WQ TESTING EQUIPMENT	WATER QUAL TREATMENT	124.14
126008	NYITRAY, SANDRA	INSTRUCTOR SERVICES	RECREATION SERVICES	315.00
126009	OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT	OFFICE SUPPLIES          CLOCK OFFICE SUPPLIES	STORM DRAINAGE COMMUNITY DEVELOPMENT- COMMUNITY DEVELOPMENT- UTIL ADMIN ENGR-GENL DETENTION & CORRECTION COMMUNITY DEVELOPMENT- POLICE PATROL COMMUNITY DEVELOPMENT- COMMUNITY DEVELOPMENT- COMMUNITY DEVELOPMENT- STORM DRAINAGE POLICE PATROL	10.79 21.81 23.76 33.22 33.22 57.27 63.89 68.23 81.80 85.08 86.27 127.04 348.14
126010	OWEN EQUIPMENT	7 SWITCHES	ER&R	100.81
126011	PARTS STORE, THE PARTS STORE, THE PARTS STORE, THE PARTS STORE, THE PARTS STORE, THE PARTS STORE, THE PARTS STORE, THE PARTS STORE, THE PARTS STORE, THE	GASKET SET HYDRAULIC FILTER OIL FILTERS ENGINE OIL, OIL FUEL AND AIR F OIL AND FUEL FILTERS FUEL PUMP 10 SPOTLIGHT BULBS OIL, AIR AND FUEL FILTERS	EQUIPMENT RENTAL EQUIPMENT RENTAL ER&R SMALL ENGINE SHOP ER&R EQUIPMENT RENTAL ER&R ER&R	7.12 36.88 41.05 53.62 61.98 120.16 128.79 427.49

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126012	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	99.00
	PEACE OF MIND		CITY CLERK	135.30
126013	PERRY, JACKSON	UB REFUND	WATER/SEWER OPERATION	23.43
126014	PERTEET ENGINEERING	PROGRESS PROJECT REPORT	COMMUNITY DEVELOPMENT-	3,350.00
126015	PETRABORG, LYNN	REFUND CLASS FEES	PARKS-RECREATION	89.00
	PETRABORG, LYNN		PARKS-RECREATION	89.00
126016	PETTY CASH- POLICE	THUMBDRIVES AND YOUTH ACADEMY	POLICE TRAINING-FIREARMS	49.05
	PETTY CASH- POLICE		YOUTH SERVICES	59.51
126017	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	0.36
	PGC INTERBAY LLC		MAINTENANCE	0.78
	PGC INTERBAY LLC		MAINTENANCE	46.98
	PGC INTERBAY LLC		PRO-SHOP	46.99
	PGC INTERBAY LLC		PRO-SHOP	73.62
	PGC INTERBAY LLC		MAINTENANCE	80.50
	PGC INTERBAY LLC		PRO-SHOP	131.16
	PGC INTERBAY LLC		MAINTENANCE	138.79
	PGC INTERBAY LLC		PRO-SHOP	149.69
	PGC INTERBAY LLC		MAINTENANCE	149.79
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	161.20
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	168.82
	PGC INTERBAY LLC		PRO-SHOP	237.60
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	286.98
	PGC INTERBAY LLC		PRO-SHOP	328.00
	PGC INTERBAY LLC		PRO-SHOP	409.37
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	556.57
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	690.15
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	721.64
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	1,076.74
	PGC INTERBAY LLC		MAINTENANCE	1,103.87
	PGC INTERBAY LLC		PRO-SHOP	1,138.06
	PGC INTERBAY LLC		MAINTENANCE	1,636.17
	PGC INTERBAY LLC		GOLF COURSE	2,796.00
	PGC INTERBAY LLC		MAINTENANCE	3,030.80
	PGC INTERBAY LLC		GOLF COURSE	3,655.64
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	7,506.71
	PGC INTERBAY LLC		MAINTENANCE	9,470.30
126018	PICK OF THE LITTER	JAIL VOTE BROCHURES	EXECUTIVE ADMIN	5,126.50
126019	PLATT ELECTRIC	STREET LIGHT FUSES	STREET LIGHTING	162.21
126020	PUBLIC SAFETY SELECT	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	400.00
126021	PUBLIC SAFETY TESTIN	SUBSCRIPTION FEES	PERSONNEL ADMINISTRATIO	873.00
126022	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	8.64

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126022	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	17.01
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	17.01
	PUD	ACCT #2200-2050-7	STREET LIGHTING	24.39
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	24.96
	PUD	ACCT #2216-1040-5	STREET LIGHTING	33.12
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	34.73
	PUD	ACCT #2048-2969-1	STREET LIGHTING	36.15
	PUD	ACCT #2039-9634-3	STREET LIGHTING	52.36
	PUD	ACCT #2006-6043-9	STREET LIGHTING	53.25
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	53.91
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	99.74
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	105.19
	PUD	ACCT #2200-2051-1	STREET LIGHTING	213.18
126023	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	38.04
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	38.88
	PUGET SOUND ENERGY	NATURAL GAS CHARGES-1408 1ST S	GMA - STREET	40.88
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	49.89
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	58.29
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	69.33
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	75.17
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	185.11
126024	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	7.86
126025	RAM SPV II, LLC	TRAILER RENTAL	STORM DRAINAGE	436.40
	RAM SPV II, LLC		SEWER SERV MAINT	436.40
126026	RETIREMENT SYSTEMS	EMPLOYER CONTRIBUTION	POLICE PATROL	188.37
126027	RICE, DIANA	UB REFUND	WATER/SEWER OPERATION	16.84
126028	ROY ROBINSON	BRAKE PADS	ER&R	130.05
126029	SCIENTIFIC SUPPLY	NITRIC ACID	WASTE WATER TREATMENT F	173.21
126030	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	4.56
	SHRED-IT US		OFFICE OPERATIONS	59.28
126031	SKAGGS, MICHAEL	UB REFUND	WATER/SEWER OPERATION	90.28
126032	SNAP-ON INCORPORATED	TPMS SOFTWARE UPDATE	EQUIPMENT RENTAL	176.97
	SNAP-ON INCORPORATED	MODIS SCANNER SOFTWARE UPDATE	EQUIPMENT RENTAL	1,073.91
126033	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	51,414.50

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/12/2018 TO 7/18/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126034	SNO HEALTH DISTRICT	PER CAP CONTRIBUTION Q1 2018	NON-DEPARTMENTAL	16,475.00
	SNO HEALTH DISTRICT	PER CAP CONTRIBUTION Q2 2018	NON-DEPARTMENTAL	16,475.00
126035	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	94.63
126036	SOUND SAFETY	SHORTS-PHELPS	PARK & RECREATION FAC	74.01
	SOUND SAFETY	SHORTS-ROTH	PARK & RECREATION FAC	74.01
	SOUND SAFETY	SHORTS-CHRISMAN	PARK & RECREATION FAC	76.01
	SOUND SAFETY	JEANS-COBB	UTIL ADMIN	139.34
	SOUND SAFETY	BOOTS AND RUBBER BOOTS-COBB	UTIL ADMIN	316.56
	SOUND SAFETY	JEANS, BOOTS & RUBBER BOOTS-KE	UTIL ADMIN	460.12
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	841.65
126037	SOUTHAM CREATIVE, LL	VOICE-OVER OOP COSTS	EXECUTIVE ADMIN	320.00
126038	SOUTHERN COMPUTER	LASER PRINTERS	UTIL ADMIN	202.35
	SOUTHERN COMPUTER		PERSONNEL ADMINISTRATIO	202.35
	SOUTHERN COMPUTER	SURFACE PRO	IS REPLACEMENT ACCOUNTS	931.91
126039	SPARR, RICK	PER DIEM 7/23-7/26	YOUTH SERVICES	182.50
126040	STAPLES	PAPER	RECREATION SERVICES	1.94
	STAPLES		RECREATION SERVICES	1.96
	STAPLES		RECREATION SERVICES	2.77
	STAPLES		RECREATION SERVICES	3.82
	STAPLES		RECREATION SERVICES	11.83
	STAPLES	CAMP SUPPLIES AND OFFICE SUPPL	PARK & RECREATION FAC	14.20
	STAPLES		RECREATION SERVICES	80.05
	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIO	96.94
	STAPLES		COMMUNITY DEVELOPMENT-	132.05
126041	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIO	180.00
	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	288.00
126042	STOTT, CONNOR B	UB REFUND	GARBAGE	480.16
126043	SUPPLYWORKS	JANITORIAL SUPPLIES	COURT FACILITIES	192.74
	SUPPLYWORKS		WASTE WATER TREATMENT F	220.50
	SUPPLYWORKS		CITY HALL	230.27
	SUPPLYWORKS		PUBLIC SAFETY BLDG	241.98
	SUPPLYWORKS		COMMUNITY DEVELOPMENT-	244.36
	SUPPLYWORKS		MAINT OF GENL PLANT	272.05
126044	SUTHERLAND, CHRIS	PER DIEM 7/23-7/26	YOUTH SERVICES	182.50
126045	SWANK MOTION PICTURE	MOVIE	COMMUNITY EVENTS	435.00
126046	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY EXPENSE	DETENTION & CORRECTION	28.36
126047	TRIVETT, LARRY	UB REFUND	WATER/SEWER OPERATION	32.96
126048	TROXLER ELECTRONIC	LATE FEES	ARTERIAL STREET-GENL	159.00
126049	UNITED PARCEL SERVIC	SHIPPING EXPENSE	COMPUTER SERVICES	42.64
	UNITED PARCEL SERVIC		POLICE PATROL	170.43
126050	US MOWER	MOWER BLADES AND HARDWARE	ROADSIDE VEGETATION	331.31



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/12/2018 TO 7/18/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
126051	US PLASTIC CORP	PVC UNION VALVES, STRAINERS AN	WATER/SEWER OPERATION	-72.35
	US PLASTIC CORP	PRESSURE RELIEF VALVES	WATER/SEWER OPERATION	-57.81
	US PLASTIC CORP		WASTE WATER TREATMENT F	693.11
	US PLASTIC CORP	PVC UNION VALVES, STRAINERS AN	WASTE WATER TREATMENT F	867.38
126052	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	736.12
126053	VANDERSCHEL, DIANA	REIMBURSE MEAL	OFFICE OPERATIONS	17.28
126054	WATSON, DAVID R	UB REFUND	WATER/SEWER OPERATION	248.69
126055	WESTERN SYSTEMS	CABINET FILTERS	TRANSPORTATION MANAGEM	789.28
126056	WETLAND RESOURCES	DATA SHEETS, DOE WET RATING AN	GMA-PARKS	660.00
126057	WSSUA	UMPIRES	RECREATION SERVICES	1,090.00
126058	YAKIMA COUNTY DOC	INMATE HOUSING	DETENTION & CORRECTION	12,033.55

**WARRANT TOTAL: 405,307.38**

**CHECK #125888      INITIATOR ERROR      (1545.51)**

**403,761.87**

# *Index #16*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 23, 2018**

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

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the July 20, 2018 payroll in the amount \$1,069,322.46, paid by EFT Transactions and Check No.'s 31708 through 31745.

**COUNCIL ACTION:**

# *Index #5*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 23<sup>rd</sup>, 2018**

<b>AGENDA ITEM:</b>	
Contract Award – Sunnyside Overlay	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Adam Benton	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Certified Bid Tab, Vicinity Map	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
10200030.548000, TB702	\$644,702.30
<b>SUMMARY:</b>	
<p>The Sunnyside Overlay project includes the resurfacing of Sunnyside Blvd and pavement repair as shown on the attached vicinity map. The program is funded in part by the Transportation Benefit District.</p> <p>The project is also funded in part by Federal Highway Administration (FHWA) Surface Transportation Program (STP) funds.</p> <p>The project was advertised for a July 17<sup>th</sup>, 2018 bid opening. The City received four (4) bids as shown on the attached bid tabulation. The low bidder was SRV Construction, Inc. at \$644,702.30. The engineer's estimate is \$697,149.14. References have been checked and found to be satisfactory.</p>	
Contract Bid:	\$644,702.30
<u>Management Reserve:</u>	<u>\$64,470.23</u>
Total:	\$709,172.53
<u>FHWA STP Funds:</u>	<u>\$497,381.00</u>
Total Construction Cost to the City (TB702):	\$211,791.53

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Sunnyside Overlay contract with SRV Construction, Inc. in the amount of \$644,702.30 including Washington State Sales Tax and approve a management reserve of \$64,470.23 for a total allocation of \$709,173.53.



# Sunnyside Overlay Certified Bid Tab

7/17/2018

10200030.548000.TB702 SUNNYSIDE OVERLAY

Apparent Low Bid

Schedule A		Engineer's Estimate				Cadman Materials, Inc.		Granite Construction		Northshore Paving, Inc.		SRV Construction, Inc.	
Section Item	Description	Quantity	Units	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1 MINOR CHANGES	EST	1.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
1-07.15	2 SPCC PLAN	LS	1.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$300.00	\$300.00
1-09.7	3 MOBILIZATION	LS	1.00	\$52,403.64	\$52,403.64	\$60,000.00	\$60,000.00	\$100,000.00	\$100,000.00	\$45,000.00	\$45,000.00	\$26,700.00	\$26,700.00
1-10.5	4 PROJECT TEMPORARY TRAFFIC CONTROL	LS	1.00	\$75,000.00	\$75,000.00	\$135,000.00	\$135,000.00	\$304,366.55	\$304,366.55	\$243,280.00	\$243,280.00	\$52,500.00	\$52,500.00
2-03.5	5 UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	CY	40	\$65.00	\$2,600.00	\$98.00	\$3,920.00	\$11.75	\$470.00	\$205.00	\$8,200.00	\$150.00	\$6,000.00
4-04.5	6 CRUSHED SURFACING TOP COURSE	TON	120	\$50.00	\$6,000.00	\$106.00	\$12,720.00	\$32.00	\$3,840.00	\$75.00	\$9,000.00	\$42.00	\$5,040.00
4-04.5	7 CRUSHED SURFACING BASE COURSE	TON	65	\$50.00	\$3,250.00	\$100.00	\$6,500.00	\$32.00	\$2,080.00	\$75.00	\$4,875.00	\$44.00	\$2,860.00
5-04.5	8 PAVEMENT REPAIR EXCAVATION INCL. HAUL	SY	1200	\$20.00	\$24,000.00	\$25.75	\$30,900.00	\$21.00	\$25,200.00	\$40.48	\$48,576.00	\$15.30	\$18,360.00
5-04.5	9 PLANING BITUMINOUS PAVEMENT	SY	17000	\$3.50	\$59,500.00	\$3.50	\$59,500.00	\$2.90	\$49,300.00	\$3.83	\$65,110.00	\$1.90	\$32,300.00
5-04.5	10 HMA CI. 1/2 IN PG 64-22	TON	2700	\$90.00	\$243,000.00	\$103.00	\$278,100.00	\$103.00	\$278,100.00	\$115.32	\$311,364.00	\$98.00	\$264,600.00
7-05.5	11 ADJUST MANHOLE	EACH	13	\$500.00	\$6,500.00	\$840.00	\$10,920.00	\$650.00	\$8,450.00	\$300.00	\$3,900.00	\$777.00	\$10,101.00
7-05.5	12 ADJUST CATCH BASIN	EACH	52	\$500.00	\$26,000.00	\$840.00	\$43,680.00	\$650.00	\$33,800.00	\$300.00	\$15,600.00	\$765.00	\$39,780.00
7-05.5	13 ADJUST WATER VALVE	EACH	41	\$350.00	\$14,350.00	\$600.00	\$24,600.00	\$450.00	\$18,450.00	\$200.00	\$8,200.00	\$515.00	\$21,115.00
8-02.5	14 PROPERTY RESTORATION	LS	1.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$19,000.00	\$19,000.00	\$5,875.00	\$5,875.00
8-04.5	15 CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	650	\$38.00	\$24,700.00	\$73.25	\$47,612.50	\$47.00	\$30,550.00	\$86.25	\$56,062.50	\$30.00	\$19,500.00
8-04.5	16 CEMENT CONC. PEDESTRIAN CURB	LF	400	\$24.00	\$9,600.00	\$74.60	\$29,840.00	\$38.50	\$15,400.00	\$56.87	\$22,748.00	\$29.00	\$11,600.00
8-09.5	17 RAISED PAVEMENT MARKER TYPE 2	HUN	2.00	\$350.00	\$700.00	\$960.00	\$1,920.00	\$970.00	\$1,940.00	\$900.00	\$1,800.00	\$900.00	\$1,800.00
8-13.5	18 ADJUST MONUMENT CASE AND COVER	EACH	12	\$1,300.00	\$15,600.00	\$540.00	\$6,480.00	\$450.00	\$5,400.00	\$200.00	\$2,400.00	\$530.00	\$6,360.00
8-14.5	19 CEMENT CONC. SIDEWALK	SY	650	\$140.00	\$91,000.00	\$141.50	\$91,975.00	\$175.00	\$113,750.00	\$140.30	\$91,195.00	\$104.00	\$67,600.00
8-14.5	20 DETECTABLE WARNING SURFACE	SF	280	\$40.00	\$11,200.00	\$54.00	\$15,120.00	\$65.00	\$18,200.00	\$66.70	\$18,676.00	\$56.00	\$15,680.00
8-21.5	21 PERMANENT SIGNING	LS	1	\$2,000.00	\$2,000.00	\$6,950.00	\$6,950.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$3,900.00	\$3,900.00
8-22.5	22 PAINTED LINE	LF	12523	\$0.50	\$6,261.50	\$1.16	\$14,526.68	\$1.15	\$14,401.45	\$0.54	\$6,762.42	\$1.10	\$13,775.30
8-22.5	23 PLASTIC STOP LINE	LF	80	\$10.00	\$800.00	\$14.40	\$1,152.00	\$15.00	\$1,200.00	\$21.60	\$1,728.00	\$13.50	\$1,080.00
8-22.5	24 PLASTIC CROSSWALK	SF	112	\$7.00	\$784.00	\$10.80	\$1,209.60	\$11.00	\$1,232.00	\$16.80	\$1,881.60	\$10.00	\$1,120.00
8-22.5	25 PLASTIC TRAFFIC ARROW	EACH	2	\$150.00	\$300.00	\$180.00	\$360.00	\$185.00	\$370.00	\$600.00	\$1,200.00	\$170.00	\$340.00
8-32.5	26 PROJECT SIGN	EACH	2	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$708.00	\$1,416.00
						<b>\$697,149.14</b>	<b>\$906,585.78</b>	<b>\$1,054,000.00</b>	<b>\$1,007,758.52</b>	<b>\$644,702.30</b>			





1 IN = 500 FT

Item 5-3  
**SUNNYSIDE OVERLAY - VICINITY MAP**

# *Index #6*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 7-23-18**

<b>AGENDA ITEM: Renewal of Bankruptcy Facility Use agreement</b>	
Bankruptcy Facility Use Agreement	
<b>PREPARED BY: Suzanne Elsner</b>	<b>DIRECTOR APPROVAL:</b>
Suzanne Elsner	
<b>DEPARTMENT: Court</b>	
Court	
<b>ATTACHMENTS:</b>	Bankruptcy Facility Use Agreement
Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The United States Bankruptcy Court Western Washington Division has used the Marysville Municipal Court Facility since 2008 for preliminary bankruptcy hearings. Hearings are scheduled on the second and fourth Wednesday of each month. Hearings include a Federal Judge, a US Marshall, Court reporter and US Bankruptcy Clerk. Several attorneys and clients also appear for these hearings. The Bankruptcy participants begin to enter the building at 8:00 am and calendars start at 8:30 am and end at noon. Holding the hearings in the Municipal Court Building requires no staff time or participation. The current fee for use of the facility is \$300.00 per session.

Allowing the US Bankruptcy Court to use the facility for their court hearings has very little impact on the function of the Marysville Municipal Court and the calendars are easily merged into the Court's current schedule. Therefore, we see no reason not to continue the relationship with the United States Bankruptcy Court.

<p><b>RECOMMENDED ACTION:</b> Authorize the Mayor to sign the Renewal Facility Use Agreement with the United States Bankruptcy Court.</p>
---

## FACILITIES USE AGREEMENT

The City of Marysville, a non-charter code city of the State of Washington, (hereafter "City") and the United States Bankruptcy Court for the Western District of Washington (hereafter "Bankruptcy Court") enter into this Agreement for the use by the Bankruptcy Court of certain facilities owned by the City, under the terms and conditions of this Agreement.

Whereas, the City owns and controls the use of the Municipal Courtrooms at 1015 State Avenue, Marysville, WA 98270 (hereafter "Facilities"), which Facilities are more particularly described below; and

Whereas, the Bankruptcy Court desires to use said Facilities, and the City is able and willing to make said Facilities available for such use by the Bankruptcy Court, for the purposes and activities, and under the terms and conditions, set forth below;

Now, therefore, in consideration of the above representations and the terms and conditions set forth herein, the parties agree as follows:

1. GENERAL AGREEMENT. For being permitted to use the Facilities for the purposes and activities stated below, the Bankruptcy Court agrees to pay the fees and abide by the terms and conditions set forth in this Agreement.
2. AUTHORIZED REPRESENTATIVES. The parties' authorized representatives for the purposes of this Agreement are as follows:

City of Marysville

Authorized representative: Suzanne Elsner, Municipal Court Administrator

Address: City of Marysville, 1015 State Avenue, Marysville, WA 98270

Phone : 360-363-8054

Fax: 360-657-2960

Email: selsner@ci.marysville.wa.us

US Bankruptcy Court for the Western District of Washington

Authorized representative: Mark Hatcher, Clerk of the US Bankruptcy Court

Address: U.S. Bankruptcy Court, 700 Stewart Street, Room 6301, Seattle, WA 98101

Phone: 206-370-5205

Fax: 206-370-5210

Email: mark\_hatcher@wawb.uscourts.gov.

3. FACILITIES. Subject to the terms and conditions of this Agreement, the City hereby grants the Bankruptcy Court permission to use the following Facilities located at 1015 State Avenue in the City of Marysville: Courtrooms #1 and #2.

4. PERIOD AND TIME OF USE. The permission hereby given shall be for the following duration and time:

From January 1, 2018 to December 31, 2018 during the hours of 8:00 A.M. to 12:00 P.M.

5. PURPOSES AND ACTIVITIES. The Facilities may be used for the purpose of conducting bankruptcy court proceedings.

6. PAYMENT. In consideration of the grant of permission herein contained, the Bankruptcy Court shall pay to the City the following amount(s) in the manner set forth:

a. \$300 for each half-day session, a minimum of two sessions per month.

b. Payment on or before the 15<sup>th</sup> day of each month for sessions conducted during the preceding month by check payable to City of Marysville at City Hall, 1049 State Avenue, Marysville, WA 98270.

7. OCCUPANCY LIMITS: The Bankruptcy Court shall comply with the occupancy limits of the Facilities, which are as follows:

a. Courtroom #1: 114

b. Courtroom #2: 94

8. ADDITIONAL RULES. The Bankruptcy Court shall comply with the additional rules for its use of the Facilities, which are attached hereto as Exhibit A and are incorporated herein by this reference:

9. INGRESS/EGRESS. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by the Bankruptcy Court and must not be used by the Bankruptcy Court or its patrons for any purpose other than ingress to or egress from the premises.

10. CONDITION OF FACILITIES. The Bankruptcy Court accepts the Facilities as being clean and in good condition and agrees to keep the premises in the same condition as when received, reasonable wear and tear excepted. The Bankruptcy Court shall be financially responsible for the repair and replacement of any property that is damaged as a specific result of its use, limited by and subject to the procedures and terms of the Federal Tort Claims Act described in item 14 (below).

11. QUIET ENJOYMENT. The Bankruptcy Court shall not permit any waste upon or to the Facilities or engage in any activity that is unlawful or that constitutes a nuisance or that disturbs the quiet enjoyment of the ongoing activities of the City. Further, the Bankruptcy Court shall not disturb the quiet enjoyment of adjacent facilities.

12. TEMPORARY EQUIPMENT AND SIGNS. Temporary equipment and signs may be placed upon City facilities only with the prior approval of the City's authorized representative. The Bankruptcy

Court shall remove all such temporary equipment and signs when not using the Facilities and store them in the location designated by the City.

13. ALTERATIONS. No alterations shall be made to the Facilities without the written approval of the City. Any alterations shall be at the sole expense of the Bankruptcy Court. Any alterations of the premises except movable furniture and trade fixtures shall become, at once, a part of the realty and belong to the City.

14. LIABILITY. Notwithstanding any other terms or provision of this Agreement, the liability of the Bankruptcy Court with respect to any claim for personal injury, death, property loss or damage pursuant to this Agreement, shall be limited by and subject to the procedures and terms of the Federal Tort Claims Act and the Anti-deficiency Act and all other applicable Federal Laws and regulations.

15. INSURANCE. It is understood that the Bankruptcy Court is self insured.

16. WAIVER. The waiver by the City of any breach of any term or condition of this Agreement shall not be deemed to be a waiver of such term or condition or any subsequent breach of the same or any other term or condition herein contained. The subsequent acceptance of any payment by the City shall not be deemed to be a waiver of any preceding breach by the Bankruptcy Court of any term or condition of this Agreement other than the failure of the Bankruptcy Court to pay the particular sum so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such payment.

17. ASSIGNMENT. The Bankruptcy Court shall not assign this Agreement in whole or in part or allow any use of the Facilities other than as provided herein without the written consent of the City. Any assignment without written consent shall be void and shall, at the option of the City, terminate this Agreement.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties and supersedes any prior oral or written expressions of the parties.

19. AMENDMENT. Any amendment or modification of this Agreement shall be effective only if in writing and executed by each of the parties hereto.

20. NOTICE. Any notice, request, or demand or other communication related to this Agreement shall be given to the parties' authorized representatives as set forth above.

21. GOVERNING LAW. This Agreement shall be construed under the laws of the United States of America.

22. TERMINATION. This Agreement shall be terminated either on the date set forth under Section 4, as may be extended by written agreement of the parties, or by either party giving 30 days written notice to the other party.

23. SEVERABILITY. The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

The undersigned certify that they are authorized to sign this Agreement on behalf of the Bankruptcy Court and the City, respectively, and that the Bankruptcy Court and the City acknowledge and accept the terms and conditions herein and attached hereto.

Administrative Office of the United States Courts for the  
United States Bankruptcy Court for the Western District of Washington:

By: \_\_\_\_\_ 

Name: Don Price

Position: Contracting Officer

Dated: 6/28/18 2018

City of Marysville

By: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Dated: \_\_\_\_\_ 2018

# *Index #7*

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

**CITY COUNCIL MEETING DATE: 7/23/2018**

AGENDA ITEM: Waste 2 Resources Local Solid Waste Financial Assistance Agreement with Department of Ecology	
PREPARED BY: Karen Latimer, Utility Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Grant Agreement.	
BUDGET CODE: 41046290.541000	AMOUNT: \$40,828.00

**SUMMARY:**

Staff is requesting authorization to accept a Waste 2 Resources Local Solid Waste Financial Assistance (LSWFA) grant from the State of Washington Department of Ecology. The grant will be used to support waste reduction and recycling outreach assistance and education program activities from July 1, 2017 through June 30, 2019.

Total eligible cost is \$40,828.00. Department of Ecology's share is 75% or \$30,621.00 and the City's share is 25% or \$10,207.00. City funds will be paid from the Solid Waste Division operating budget.

A consulting firm will be hired to conduct education and outreach activities that will provide recycling and waste reduction assistance to businesses and multi-family properties, with most of the effort focused on businesses. Waste stream evaluations, recommendations, and follow-up support will be offered while education and outreach efforts focus on the following:

- Assist businesses with the transition from open market recycling rates and services to city contract rates and services
- Help transition business recycling pilot program accounts from no-cost service to regular contract recycling rates and services
- Help businesses understand and comply with city recycling contract

The LSWFA grant funding was tied up in the state capital budget and is just now being released. Funding is retroactive to July 1, 2017 and will cover the work that has been completed since July 1, 2017.

**RECOMMENDED ACTION:** Staff recommends that City Council Authorize the Mayor to sign Waste 2 Resources Local Solid Waste Financial Assistance Agreement No. W2RLSWFA-1719-MaryPW-00105 between the State of Washington Department of Ecology and City of Marysville.

**Agreement No. W2RLSWFA-1719-MaryPW-00105**

**WASTE 2 RESOURCES LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT**

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 - PUBLIC WORKS DEPARTMENT, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

**GENERAL INFORMATION**

Project Title:	2017-19 LSWFA City of Marysville - Public Works Department IMP
Total Cost:	\$65,000.00
Total Eligible Cost:	\$40,828.00
Ecology Share:	\$30,621.00
Recipient Share:	\$10,207.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Planning/Implementation

Project Short Description:

The RECIPIENT (City of Marysville), in coordination with a consultant, is spending \$40,828.00 to complete its five-year pilot that incentivized recycling in 167 City businesses. An estimated 21 new tons of recyclable material are expected to be diverted from disposal during this final phase of the business pilot, and as a result of RECIPIENT support and technical assistance to multi-family properties, area schools, and public spaces as part of its ongoing project to add and improve waste reduction and recycling (WRR) programs city-wide.

Project Long Description:

N/A

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.



Agreement No: W2RLSWFA-1719-MaryPW-00105  
 Project Title: 2017-19 LSWFA City of Marysville - Public Works Department IMP  
 Recipient Name: CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

**RECIPIENT INFORMATION**

Organization Name: CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

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**

<p><b>Project Manager</b></p>	<p>Jack Harris</p> <p>5419 Greenwood Ave North                  Seattle, Washington 98103                  Email: jharris@seanet.com                  Phone: (206) 755-5225</p>
<p><b>Billing Contact</b></p>	<p>Karen Latimer                  Utility Manager</p> <p>80 Columbia Avenue                  Marysville, Washington 98270                  Email: klatimer@marysvillewa.gov                  Phone: (360) 363-8161</p>
<p><b>Authorized Signatory</b></p>	<p>Karen Latimer                  Utility Manager</p> <p>80 Columbia Avenue                  Marysville, Washington 98270                  Email: klatimer@marysvillewa.gov                  Phone: (360) 363-8161</p>

Agreement No: W2RLSWFA-1719-MaryPW-00105  
 Project Title: 2017-19 LSWFA City of Marysville - Public Works Department IMP  
 Recipient Name: CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
 Waste 2 Resources  
 PO BOX 47600  
 Olympia, WA 98504-7600

Physical Address: Waste 2 Resources  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Vicki Colgan</p> <p>3190 - 160th Ave SE                  Bellevue, Washington 98008-5452                  Email: vcol461@ecy.wa.gov                  Phone: (425) 649-7224</p>
<p><b>Financial Manager</b></p>	<p>Vicki Colgan</p> <p>3190 - 160th Ave SE                  Bellevue, Washington 98008-5452                  Email: vcol461@ecy.wa.gov                  Phone: (425) 649-7224</p>

Agreement No: W2RLSWFA-1719-MaryPW-00105  
Project Title: 2017-19 LSWFA City of Marysville - Public Works Department IMP  
Recipient Name: CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

**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 - PUBLIC WORKS DEPARTMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Laurie Davies  
Waste 2 Resources  
Program Manager  
Date

Karen Latimer  
Utility Manager  
Date

Template Approved to Form by  
Attorney General's Office

Agreement No: W2RLSWFA-1719-MaryPW-00105  
Project Title: 2017-19 LSWFA City of Marysville - Public Works Department IMP  
Recipient Name: CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

Jon Nehring

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Mayor

Date

Agreement No: W2RLSWFA-1719-MaryPW-00105  
Project Title: 2017-19 LSWFA City of Marysville - Public Works Department IMP  
Recipient Name: CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

**SCOPE OF WORK**

Task Number: 1 **Task Cost:** \$40,828.00

Task Title: Business Recycling/Waste Prevention

Task Description:

Activity: Business Recycling Pilot

The RECIPIENT (City of Marysville), in coordination with a consultant, is spending \$40,828.00 to complete its five-year business pilot project that incentivized commercial recycling in 167 City businesses.

As background, this successful pilot was structured to discover and approach businesses without recycling and waste reduction programs, and provide information, conduct waste stream evaluations, offer recycling and waste reduction recommendations, and a container right-sizing service to programs once established. Also provided were results of an extensive examination of commercial recycling programs and recycling rate structures in the city, discussion of rates that are most beneficial to city businesses, and determination of cost savings implications for commercial concerns. Follow-up support and technical assistance were also made available as part of the pilot, along with a RECIPIENT-subsidized pick-up of recyclables, free to the business pilot participants.

An important component in the pilot's success was maintaining close coordination and information-sharing with Snohomish County Solid Waste Division and the recycling service provider, which together supplied information materials and indoor recycling containers to pilot businesses when needed.

The pilot close-out activities covered by this Agreement involve site visits with each participant, checking on their program, confirming their intent to continue, and helping them transition the recycling pick-up payment from the RECIPIENT subsidy to the individual business.

Activity: Other Public Technical Assistance and Support

As part of the RECIPIENT's ongoing efforts to improve and increase recycling, as well as reduce waste city-wide, the RECIPIENT's consultant monitors the city's sidewalk and parks public recycling for contamination, and provides waste reduction and recycling support to multi-family properties and area schools as time and budget allow.

The RECIPIENT plans to bill for these LSWFA-eligible expenses from July 2017 through Third Quarter 2018, closing out this Agreement once funds are expended.

Task Goal Statement:

To increase conservation of resources through well-supported WRR programs in city businesses, multi-family properties, and schools.

Task Expected Outcome:

(Note: prior to the start of this cycle, the WRR pilot resulted in sign-up of a total of 167 business participants, and preliminary tonnage numbers are currently indicating the collection of 665.8 new tons of recycling being diverted from the waste stream.)

During this cycle, increases were noted over the baseline tonnage in some of these businesses. That, the weight

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contributed by a new pilot participant joining after July 1, 2017, as well as the new amounts from the public recycling containers, are estimated to reach a total of 21 additional tons of recycled material diverted from disposal by June 30, 2019.

Recipient Task Coordinator: Jack Harris

**Business Recycling/Waste Prevention**

**Deliverables**

Number	Description	Due Date
1.1	Work as defined in the Scope of Work for this Agreement is implemented.	06/30/2019

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**BUDGET**

**Funding Distribution EG180426**

**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: City of Marysville - Public Works Department Funding Type: Grant  
 Funding Effective Date: 07/01/2017 Funding Expiration Date: 06/30/2019

Funding Source:

Title: State Building Construction Account (SBCA)  
 Type: State  
 Funding Source %: 100%  
 Description: Local Solid Waste Financial Assistance

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

City of Marysville - Public Works Department IMP	Task Total
Business Recycling/Waste Prevention	\$ 40,828.00

**Total: \$ 40,828.00**

Agreement No: W2RLSWFA-1719-MaryPW-00105  
 Project Title: 2017-19 LSWFA City of Marysville - Public Works Department IMP  
 Recipient Name: CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
City of Marysville - Public Works Department IMP	25.00 %	\$ 10,207.00	\$ 30,621.00	\$ 40,828.00
<b>Total</b>		<b>\$ 10,207.00</b>	<b>\$ 30,621.00</b>	<b>\$ 40,828.00</b>

#### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

#### **SPECIAL TERMS AND CONDITIONS**

#### **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



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Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### 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.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

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

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**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:

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- 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](mailto: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.

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Recipient Name: CITY OF MARYSVILLE - PUBLIC WORKS DEPARTMENT

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

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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

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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

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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

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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



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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

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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 #8*

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

**CITY COUNCIL MEETING DATE: 7/23/2018**

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. List of City Assistance / Equipment Requests. 3. Copy of site maps. 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 "**Handmade & Homegrown**", an annual street fair and marketplace event to promote local arts, crafts, food and fun in a family-oriented environment, to be held on Friday, August 10<sup>th</sup> through Sunday, August 12<sup>th</sup>, 2018. The applicant has requested the temporary street closure at the event location on 3<sup>rd</sup> Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from 2<sup>nd</sup> Street to 4<sup>th</sup> Street (leaving the alleyways open) in order to conduct this proposed event. City staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

**RECOMMENDED ACTION:** City staff recommends City Council approve the application for Marysville Downtown Merchants Association to conduct a special event on August 10<sup>th</sup>, August 11<sup>th</sup>, and August 12<sup>th</sup>, 2018, including the street closure of 3<sup>rd</sup> Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from 2<sup>nd</sup> Street to 4<sup>th</sup> Street, as requested by the applicant.

Received<sup>93</sup>  
JUN 29 2018

City of Marysville  
Community Development



### 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

<b>FOR AGENCY USE</b>	<b>Date:</b> 6-29-18	<b>File:</b> BUS18-0027	<b>Fee:</b> \$100.00
<b>NAME OF EVENT</b>		<b>PROPOSED DATES</b>	
Marysville Street Festival "Handmade & Homegrown"		Aug 10, 11 & 12, 2018	
<b>APPLICANT</b>		<b>SPONSORING NON-PROFIT</b>	<b>EVENT ORGANIZER</b>
<b>Name</b>	DANA A. WREN	DMMA	LORENE WREN
<b>Mailing Address</b>	1510 3rd St	Same	
<b>City, State, ZIP</b>	MARYSVILLE, WA 98270	Same	
<b>Phone (home/office)</b>	206 612-6124		
<b>Phone (cell)</b>	206 707-5195		
<b>E-mail</b>	wrenhaven@aol.com		
<b>SITE INFORMATION</b>			
<b>Set-up date/time</b>	8:10 @ 0700	<b>Dismantling Date/time</b>	8:12 @ 1500
<b>Estimated number of participants</b>	80	<b>Will admission fee be charged? (please note amount)</b>	
<b>Will alcohol be served at event? (if yes please explain)</b>	No		
<b>Type of activity planned (Describe event) and Proposed Activities</b>	Street Festival - Handmade & Homegrown items for sale - Vendors		
<b>Location to be used (Describe area to be used, attach map/route plan)</b>	state Ave to Alder 2nd st to 4th st		
<b>List any City Assistance that May be Required.</b>	Requests attached		
<b>Does event involve political or religious activity intended primarily for the communication or expression of ideas?</b>	No		

**Marysville Street Festival – “Handmade & Homegrown”**

Carol Mulligan – Community Development Department

Assistance & Equipment requested: reference area of use figure

3 – Garbage Dumpsters: 1) 3<sup>rd</sup> & Alder 2) Columbia & 3<sup>rd</sup> North side 3) Columbia  
& Alley Westside

1 – Recycle Dumpster: Columbia & 3<sup>rd</sup> Northside

9 EA – Garbage & Recycle Tots delivered to Columbia & 3<sup>rd</sup> St North side  
DMMA will position

Street Closure @ 0600

Vendors arrive @ 0700

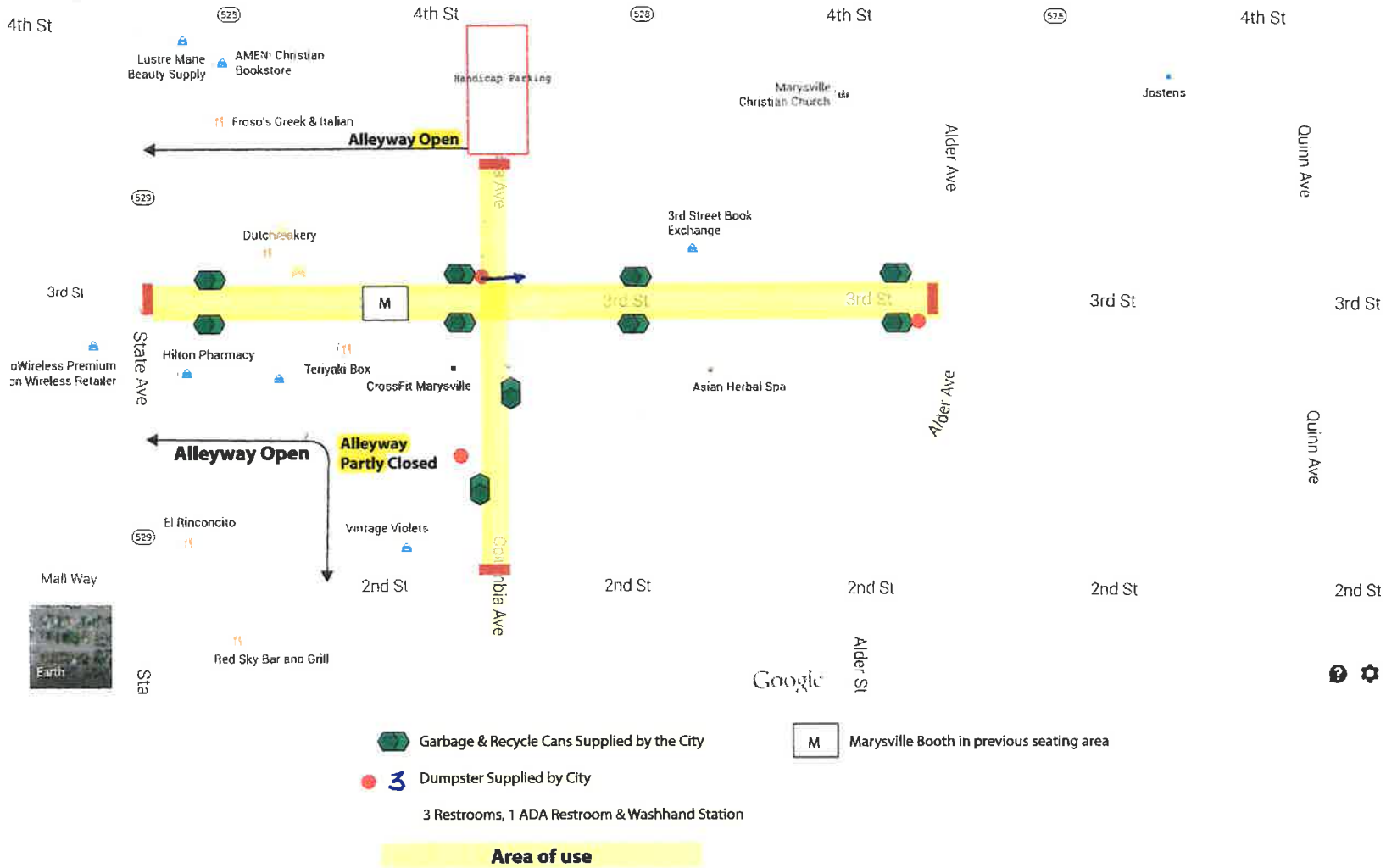
Thank you for your assistance!

Call me if you need anything.

Dana Wren

206 707-5195

Marysville Street Festival 2016

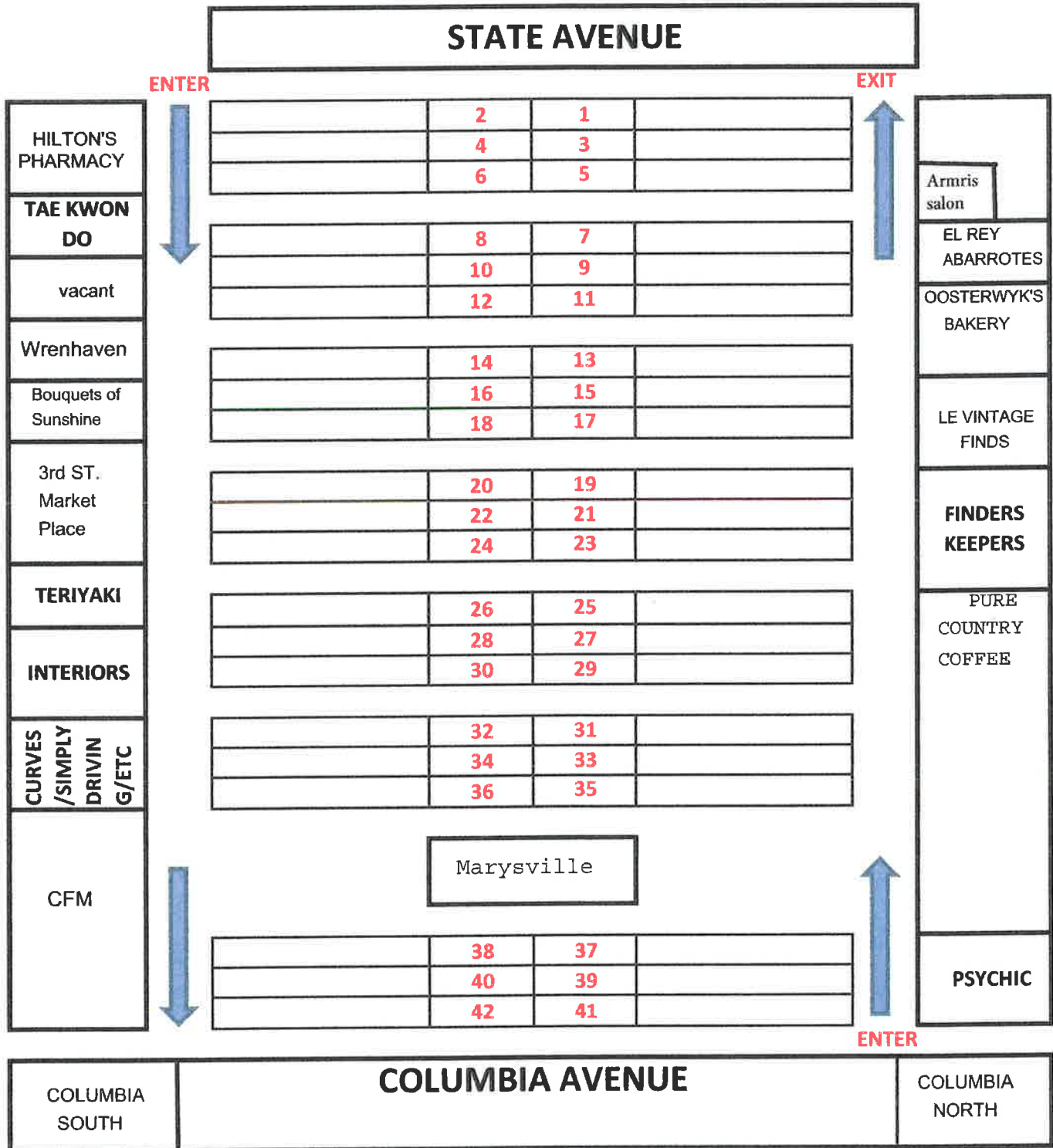


# MARYSVILLE STREET FESTIVAL

"Handmade & Homegrown"

\*Even numbered booth - enter Third ST from State AVE, head East along the right curb

\*Odd numbered booth - enter Third ST from Columbia AVE and head West along the right curb

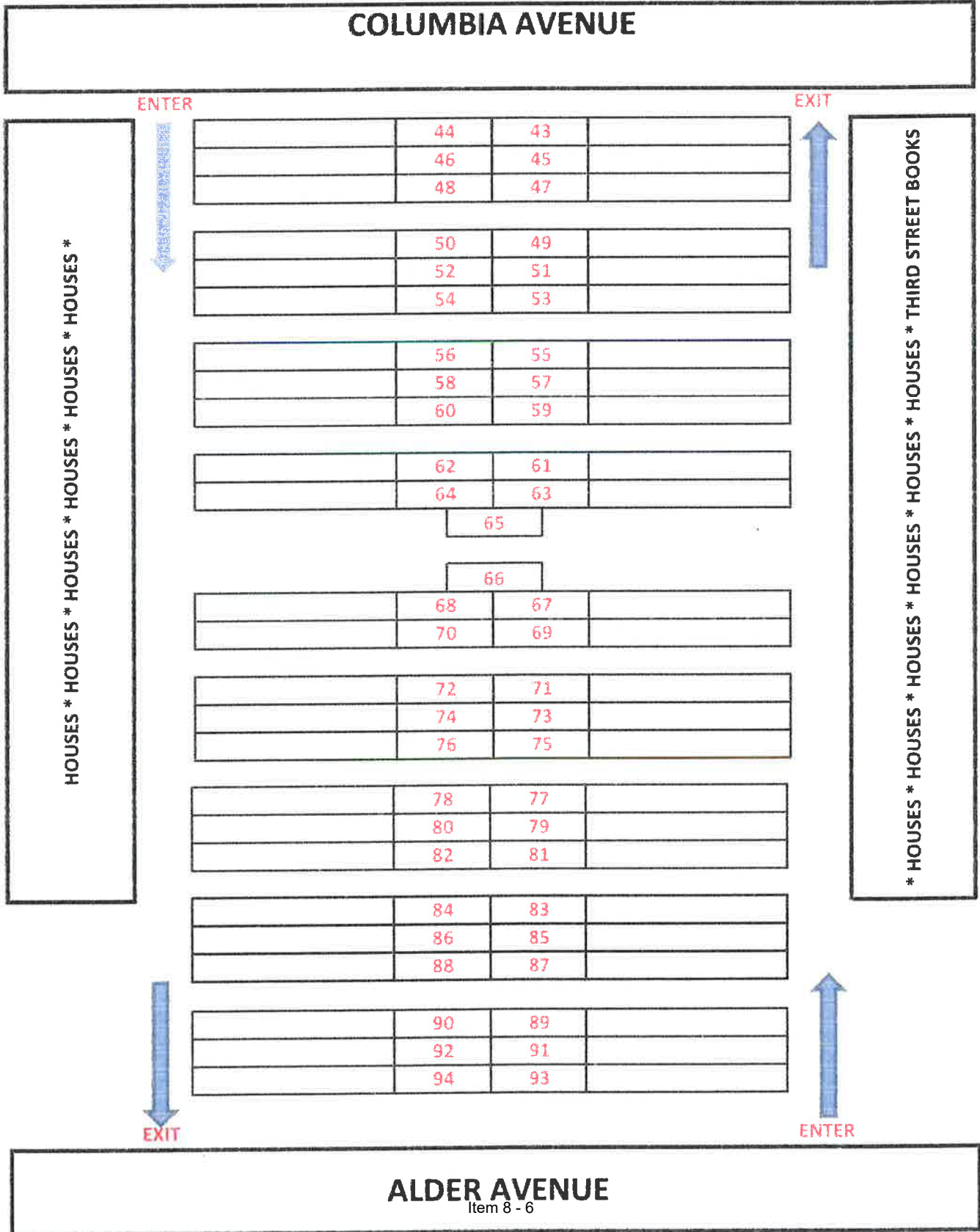




**BOOTH LAYOUT/FINDER**

\*Even numbered booth - enter Third ST from State AVE, head East along the right curb

\*Odd numbered booth - enter Alder and head West along the right curb



## 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.**

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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.**

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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.**

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(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.**

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- (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.**

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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.**

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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.**

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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.**

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(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.**

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- (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.**

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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.**

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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 23, 2018**

<b>AGENDA ITEM:</b>	
Authorizing the surplus and/or disposal of equipment which is no longer serviceable to the City of Marysville.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
J. Goldman	Richard Smith Chief of Police
<b>DEPARTMENT:</b>	
Police Department	
<b>ATTACHMENTS:</b>	
Resolution No. _____	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	No Cost
<b>SUMMARY:</b>	

The equipment listed was purchased and utilized by the Marysville Police Department in conjunction with "Law Enforcement" functions. The attached resolution contains a list of equipment that is currently inoperable, unrepairable and/or obsolete.

**RECOMMENDED ACTION:**

City staff recommends that the City Council authorize the Mayor to sign the resolution declaring certain items of property to be unserviceable and authorize the surplus and/or disposal thereof.

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF MARYSVILLE DECLARING CERTAIN  
ITEMS OF PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING  
THE SALE OR DISPOSAL THEREOF.

WHEREAS, the following list of equipment has reached the end of its useful lifecycle.

WHEREAS, by determination of the City's Police Department, the following list of equipment is no longer serviceable.

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

The items of property listed below are hereby declared to be surplus to the needs of the City of Marysville and are of no further public use or necessity.

Radar Units (Moving / Hand-held)

Brand	Model	Serial #
1. Kustom Trooper Radar	MOV	KK24599
2. Kustom Trooper Radar	MOV	KK24603
3. Kustom Trooper Radar	MOV	KK3945
4. Kustom KR-10SP	MOV	BB8258
5. Kustom Golden Radar	MOV	E20634
6. Kustom Golden Radar	MOV	E31443
7. Kustom Falcon	HH	FF15573
8. Kustom Falcon	HH	FF18157
9. Kustom Falcon	HH	FF17723
10. Kustom Falcon	HH	FF9652
11. Kustom Falcon	HH	FF17722M
12. Kustom Falcon	HH	FF10105
13. Kustom Falcon	HH	FF1C118
14. Kustom Golden Eagle	MOV	XE07397
15. Kustom Falcon	HH	FF18158

RESOLUTION -1

Portable Radios

Make	Model	Assigned #	Serial #
1. Motorola	MTS 2000	764071	466CDS0336
2. Motorola	MTS 2000	764078	466CDS0369
3. Motorola	MTS 2000	764095	466CDS0353
4. Motorola	MTS 2000	764102	466CFM0172
5. Motorola	XTS 3000	749581	326CDU0262
6. Motorola	XTS 3000	749582	326CDU0263
7. Motorola	XTS 3000	749584	326CDU0265
8. Motorola	XTS 3000	749585	326CDU0266
9. Motorola	XTS 3000	749587	326CDU0268
10. Motorola	XTS 3000	749590	326CDU0271
11. Motorola	XTS 2500	764117	205CJH0663
12. Motorola	XTS 2500	764167	205CLF3409

Portable Breath Test Devices

Make	Model	Serial #
1. Alco Sensor	FST	59774
2. Alco Sensor	FST	5638
3. Alco Sensor	FST	23940

SWAT Throw Phone

Make	Model	Serial #
TEA	Racal Acoustics Console 503757	686

The City is hereby authorized to sell or dispose of the above referenced items in a manner which in the discretion of the Chief of Police, nets the greatest amount to the City.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of July, 2018.

CITY OF MARYSVILLE

RESOLUTION -2

By \_\_\_\_\_  
Jon Nehring, Mayor

ATTEST:

By \_\_\_\_\_  
Tina Brock, Deputy City Clerk

Approved as to form:

By \_\_\_\_\_  
Jon Walker, City Attorney

RESOLUTION -3



# *Index #12*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 7/23/18**

<b>AGENDA ITEM:</b>	
Teamsters #763 Collective Bargaining Agreement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Gloria Hirashima, Chief Administrative Officer	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
<ol style="list-style-type: none"> <li>1. Memo summarizing contract changes</li> <li>2. Proposed Collective Bargaining Agreement (redline).</li> <li>3. June 15, 2018 Tentative Agreement reached during mediation.</li> </ol>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$
<b>SUMMARY:</b>	

The City of Marysville negotiating team has reached tentative agreement with representatives of Teamsters #763. The members voted to approve the contract on July 12, 2018. The contract changes area summarized in Attachment 1 of the agenda bill. Attachment 2 provides the terms of the tentative agreement reached during mediation.

**RECOMMENDED ACTION:** Staff recommends that Council approve the collective bargaining agreement and authorize the Mayor to sign the final agreement and final edits consistent with the tentative agreement.



EXECUTIVE OFFICE  
 1049 State Avenue  
 Marysville, Washington 98270  
 Phone: 360.363.8000  
 marysvillewa.gov

## MEMORANDUM

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To: City Council  
 From: Gloria Hirashima, Chief Administrative Officer  
 Date: July 16, 2018  
 Subject: Teamsters Contract Update

Contract negotiations between the City of Marysville (the City) and Teamsters Local 763 (the Union) began in July 2017 and encompassed 6 negotiation sessions and 3 mediation sessions. The City negotiation team consisted of myself, Kevin Nielsen – PW Director, Sandy Langdon-Finance Director, Bill Kolden (in 2017 and early 2018) and Teri Lester, Human Resources Manager (last 2 mediation sessions), Wendy Wade-Police Commander and our labor attorney Peter Altman-Summit Law. The City and Teamsters negotiation teams have worked many hours on the contract, resulting in tentative agreements on multiple contract language and economic items. As a result of these sessions, we have reached a tentative agreement that included the following highlights:

Article 1: Incorporation of previously agreed to memorandum of understanding relating to seasonal and temporary workers.

Article 3.2: Allowing employees to cash out their administrative bank bi-annually instead of annually.

Article 3.6: Increasing Standby Duty rate from \$1.50/hour to \$3.00/hour.

Article 7.13: Cash out of all unused vacation in the event of an employee's death.

**Article 9.1: Change of Medical Insurance from AWC HealthFirst plan to AWC HealthFirst 250 and from Group Health Cooperative Plan 2 to Kaiser Permanente \$200/\$20 Co-Pay Plan. In exchange for moving to the replacement plans, all full-time and regular part-time employees eligible for health insurance benefits, will receive a one-time payment of \$2500.**

Article 9.8: Language relating to Employer discretion to move from fully-insured to self-insured coverage provided employee benefits are not substantially altered. Employer will notify Union and bargain any impacts.

Article 10: Language relating to pension requirements to ensure legal compliance for contributions.

Article 11.2: Boot allowance and revision to clarify boot purchases for new hires.

Article 18.1.2: Specifies that city will provide rain gear, rubber boots, and certain safety equipment for seasonal/temporary maintenance employees in Parks and Public Works.

Article 19.1: Duration of contract for a three year term, January 1, 2018 through December 31, 2020.

Article 19.2: Reopener for Paid Leave provisions of Initiative 1433 if needed.

Appendix "A":

The following individual position salaries or requirements were revised:

- A.1 Police Property/Evidence Specialist increased by 2%.
- A.2 Accounting Technician-Accounts Payable moved to Pay Code 7.
- A.3 Water Quality Specialist/Cross Connection Control Specialist increased by 3%.
- A.4 Water Operator – create position at Pay Code 22-1.
- A.5 Wastewater Treatment Plant (WWTP) Operator increased by 3%.
- A.6 Wastewater Treatment – no longer eligible for 3% premium and certification not required.
- A.7 Water Operations/Maintenance Lead Worker II increased from Pay Code 24 to Pay Code 25.
- A.8 Facilities Maintenance Worker II increased from Pay Code 16-1 to Pay Code 18.
- A.9 Wastewater treatment plant (WWTP) Lead -1.5% pay premium for WWTP Group III certification after attainment, consistent with 2016 WWTP MOU.
- A.10 Seasonal/temporary maintenance employee wage chart adjusted, Years 0-5.
- A.11 **Teamsters Pay Grid reflecting the following (after application of increases in A1-A11 above): 2018- 2.7% increase effective 1/1/18, 2019-2.7% increase effective 1/1/19, and 2020-3% increase effective 1/1/20.**
- A.14 Prior Work Experience – Allows Employer to increase starting salary to give credit for prior work experience up to Step 4 at hire, and Step 5 at completion of probationary period.
- A.18 Employee doing higher classification work (out of class) will receive 5% over employee's regular rate of pay for work exceeding three shifts plus one hour.

**Following the mediation sessions, the City and Teamsters #763 signed a tentative agreement which provided a wage reopener for 2020 following a compensation study of the bargaining unit employees that would be completed by the City by August 30, 2019. The study will be a "total cost of compensation" analysis, taking into account base pay, longevity and specialty premium pay. Overall parameters and expectations for the study were also outlined in the agreement.**

This collective bargaining agreement represents 109 regular full or part-time employees and 15 seasonal employees. The groups represented are office clerical, public works, parks & recreation, police records and seasonal/temp maintenance employees working over 347 hours/year. The 2018 implementation cost is approximately \$485,000 (\$260,000 in one time health insurance change payment, and \$225,000 2018 COLA and other salary/wage adjustments). The 2019 wage adjustment and other salary impacts resulting from the contract are estimated at \$215,000. The 2020 COLA impact is estimated at \$245,000.

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The 2.7% wage adjustment is 90% of CPI-W as identified by the Department of Labor, Bureau of Labor Statistics for Seattle-Tacoma-Bremerton area for October 2017.

The one time health payment was negotiated to mitigate the health insurance change that is being enacted on 1/1/18 for employees on the Health First and current Kaiser plan. The City moved all employees currently on HealthFirst and Group Health Plan 2 to Health First 250 or Kaiser \$200/\$20 Co-Pay as our current plans are being terminated by our provider AWC. There will be an impact with the new plans as deductibles, maximum out of pocket increased and coverage was reduced for various services.

**DRAFT RATIFICATION DOCUMENT**  
**1/30/18 updated 6/21/18**

**AGREEMENT**

by and between  
CITY OF MARYSVILLE, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing Employees of the City of Marysville)

January 01, ~~2015-2018~~ through December 31, ~~2017-2020~~

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**DRAFT RATIFICATION DOCUMENT**  
**1/30/18 updated 6/21/18**

**AGREEMENT**

by and between  
 CITY OF MARYSVILLE, WASHINGTON  
 and  
 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
 LOCAL UNION NO. 763  
 (Representing Employees of the City of Marysville)

January 01, ~~2015-2018~~ through December 31, ~~2017-2020~~

THIS AGREEMENT is by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

**ARTICLE 1    RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION**

- 1.1        Recognition - The ~~Employer-City~~ recognizes the Union as the sole collective bargaining agent for all City of Marysville, Washington, Office-Clerical, Public Works, Parks and Recreation and Emergency Services Support employees, excluding supervisory, confidential, ~~and casual, and seasonal/temporary maintenance employees in parks and public works working less than three hundred and forty seven (347) hours in a rolling twelve (12) month period.~~ ~~Casual employees working within the Parks and Recreational Department or at the Golf Course shall be allowed to work one thousand forty hours (1040) per year or replace an absent regular employee for up to one (1) year. Casual employees working in departments other than Parks and Recreational shall be allowed to work seven hundred twenty (720) hours per year or replace an absent regular employee for up to one (1) year.~~
- 1.1.a        For purposes of this Agreement, a “seasonal/temporary maintenance employee in Parks and Public Works” is defined as an individual employed for less than twelve hundred (1200) hours in a twelve (12) rolling month period. In the event that such an individual is employed for more than three hundred forty seven (347) hours in a twelve (12) month rolling period, the employee shall become a limited member of the bargaining unit, and will be entitled to a rate of pay as outlined in Appendix A, but will only have those benefits specifically outlined in Section 1.1.b. below. Upon reaching twelve hundred (1200) hours in a twelve (12) rolling month period, the employee shall be covered by this collective bargaining agreement as a regular employee.
- 1.1.b.        Seasonal/temporary maintenance employees in Parks and Public Works who have worked more than three hundred forty seven (347) hours, but fewer than twelve hundred (1200) hours in a twelve (12) rolling month period, will be covered by the following articles:
- Articles 1, 2, 3.3, and 3.4, 12, 13, 15 (safety and wages only), 16, and 19
- 1.1.c.        Union Notification – Within seven (7) days from the date of hire of a new seasonal/temporary maintenance employee in Parks and Public Works, and within the next pay period after a seasonal/temporary maintenance employee in Parks and Public Works crosses the three hundred forty seven (347) hour threshold, the City shall forward to the Union the name, address, telephone number, and rate of pay of the employee. The City shall promptly notify Local 763 when a seasonal/temporary maintenance employee in Parks and Public Works terminates employment.
- 1.2        Union Membership - It shall be a condition of employment that all employees covered by

**DRAFT RATIFICATION DOCUMENT**  
**1/30/18 updated 6/21/18**

this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

- 1.2.1 An employee shall be protected from having to join the Union provided the employee can substantiate that there exists bona fide religious tenets or teachings of a church or religious body of which he is a member, in which case he shall pay an amount of money equivalent to the regular Union dues and initiation fee to a non-religious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish proof that such payment has been made.
- 1.3 Payroll Deduction - The Employer shall deduct from the pay of all employees covered by this Agreement the dues, ~~and~~ initiation fees, ~~and delinquent dues and initiation fees as certified by~~ of the Union and shall remit to said Union all such deductions monthly, except that all deductions for the above items must be uniform and regular to accommodate the monthly machine processed payroll. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The Union shall indemnify and hold harmless the Employer from any and all liability resulting from the dues check-off system, including the deduction of dues, initiation fees, and any delinquent dues and initiation fees.-

**ARTICLE 2**      **NON-DISCRIMINATION, UNION INVESTIGATION & SHOP STEWARDS**

- 2.1 Non-Discrimination – No employee shall be discriminated against for upholding Union principles and any employee who works under instructions of the Union, or who serves on a committee, shall not lose his job or be discriminated against for this reason; provided however, such activities shall not interfere with the employee's work duties.
- 2.1.1 The Employer and the Union shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or marital status, or the presence of any physical, mental, or sensory handicap, or age, unless such physical, mental, or sensory handicap, or age, has a bona fide occupational qualification.
- 2.1.2 Wherever words denoting a specific gender are used in this Agreement they are intended and shall be construed so as to apply equally to either gender.
- 2.2 Union Investigation – Duly authorized business agents of the Union may visit the work location of employees upon reasonable notification to the Employer. Such representative shall limit his activities during such visitations to matters relating to this Agreement. Work hours shall not be used by employees and/or Union representatives for the conduct of Union business or the promotion of Union affairs other than that stated herein. Union business including the investigation of grievances, shall occur during non-working hours (e.g. coffee breaks, meal periods, before and after shift).
- 2.3 Shop Steward – In the interest of resolving problems and keeping the City operating in an efficient and cost effective manner, the Union shall have the right to appoint five (5) shop stewards. The steward(s) have the responsibility to assist the members and the city in resolving grievances/issues using good judgment to balance these needs with their primary job duties. Use of City equipment may be authorized by the Human Resources Department



**DRAFT RATIFICATION DOCUMENT**  
**1/30/18 updated 6/21/18**

on a case by case basis. The steward shall recognize that this privilege is not to be abused and all investigating/problem solving shall be within reason and approved by the Department Director.

- 2.3.1 The City recognizes that the steward is a rank and file member of the bargaining unit and does not have the right to call or authorize a work stoppage, bind the Union through an agreement(s) of any kind or set precedent regarding grievances. The City shall not hold the Union responsible for any individual who violates these parameters.

**ARTICLE 3 HOURS OF WORK, OVERTIME, CALLBACK AND STANDBY**

- 3.1 Hours of Work – Eight (8) consecutive hours, exclusive of meal periods, shall constitute a normal days schedule for all full-time employees. Five (5) consecutive days in a seven (7) day period with at least one (1) weekend day off shall constitute a normal weeks schedule for all employees; provided however, where appropriate, work schedules may be established by the Employer which provide for other than eight (8) hours per day and other than five (5) days per week but with corresponding changes in hours off and in days off. In cases where the employer changes an employee's normal work schedule (shift hours), with less than forty-eight (48) hours' notice, to the employee, the employee shall be paid a ten percent (10%) shift differential for their hours worked until completion of the shift change (i.e. snow days, special projects, water main work at night). Overtime hours will include the shift differential. This shall not apply to call back. Employees other than lead workers who work a schedule that includes a Saturday or Sunday and includes supervisory duties shall be paid a shift differential of one and one-half percent (1.5%) for their complete work week schedule for each one day of lead that is performed. In no event shall any employee be placed on a schedule that does not allow one (1) weekend day (Saturday or Sunday) off.

All departments, except the Police Department, with weekend shifts (non-lead) shall be bid in each department by seniority. The individual must have the minimum qualifications to perform the work and have two (2) years seniority with the city to be awarded the bid. If no one is awarded the bid the city will select by inverse seniority. The least senior employee (with at least two years seniority) with the minimum qualifications shall be awarded the position. Seniority will be the date of hire within the city. The entire bid will be posted including the positions which the city has the right to fill per this subsection.

All weekend shifts shall be bid on a seniority basis, annually, each December. On the first (1<sup>st</sup>) working day in December all weekend shifts shall be posted for five (5) working days, during which time employees shall be afforded the opportunity to bid. Annual shift bids shall be awarded and become effective the first (1<sup>st</sup>) of January.

- 3.2 Overtime – If an employee is required to work in excess of the normal number of hours per day established in Section 3.1, or forty (40) hours per week, the employee shall be compensated at the rate of one and one-half (1-1/2) times his regular straight-time hourly rate of pay. Should other schedules be in effect, such as four (4) ten (10) hours days per week, overtime shall be paid for work in excess of the assigned schedule. Employees receive overtime pay when a holiday, vacation or compensatory time falls within the same week. Conversely, employees who work in excess of the normal hours per week are not generally eligible for overtime pay when sick leave hours have been used in the same week with the exception of emergency/unscheduled overtime (Section 3.2.1) and any time the employer compels a member to work (except as provided in Sections 3.2.2 and 3.2.3). Employees have the option of utilizing compensatory or vacation hours in lieu of sick leave. Except in emergency situations (Section 3.2.1), all overtime shall be approved in advance by the Employer and posted by department/division (see attached Appendix Z) and filled per Sections 3.2.2, and 3.2.3. Overtime shall be offered by seniority to employees in those divisions. Overtime is based on the employee's knowledge, achieved and required

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certifications, and ability in the division to perform the work being assigned.

Employees required to travel out of the City of Marysville shall be compensated in accordance with the Fair Labor Standards Act (FLSA) and not upon any other requirement; provided however, all employees who travel beyond thirty (30) miles from their normal workstation shall be compensated for travel time with compensatory time off, which shall be used by mutual agreement between the Employer and the employee(s), within the next ten (10) working days. If the employee(s) are not afforded the compensatory time off during the next ten (10) working days, they shall be paid for the compensatory time on their next paycheck.

In lieu of paid overtime, compensatory time-off may be earned upon the request of the employee and approval of the Supervisor and shall be taken at the rate of one and one-half (1 ½) times the actual time worked. Such compensatory time shall not exceed two hundred forty (240) hours in any calendar year nor shall more than forty (40) hours of compensatory time be carried over into the calendar year.

[Employees may request a “cash out” of their compensatory accrual bank twice a year; June request for July payments and/or November for December payments.](#)

- 3.2.1 Emergency Unscheduled Overtime – Emergency Unscheduled Overtime is defined as an event/situation that occurs on an emergency, unplanned basis outside of the normal work schedule and requires immediate response.

Posting - The Employer shall prepare and post the emergency unscheduled overtime master list at Public Works and Parks, Monday of each week. This list will be used for the assignment of emergency (unscheduled) overtime for the following week. The assignment of overtime will be determined by seniority (Teamsters date of hire) within the department, and by classification. Monday afternoon of each week the lists in the specified divisions shall be taken down, signed and dated by the on duty Standby person and kept in their possession through their Standby week. The Standby person will distribute copies of the list to the Water Operations Manager, the Streets/Solid Waste Manager, the Water Resources Manager, Fleet and Facilities Manager, and the Shop Stewards by end of shift on Monday. The overtime assignment shall go to the most senior Worker who signed up on the Emergency Unscheduled Overtime list.

Volunteer Within Division - When there is an Emergency Unscheduled Overtime need without a qualified employee from that classification within the division, the Employer shall call out the most senior qualified employee in the division who has signed up for the Emergency Unscheduled Overtime on the master list.

Volunteer Within Classification - When there is an Emergency Unscheduled Overtime need without a qualified employee by classification signed up on the Emergency Unscheduled Overtime master list, the Employer may call out any employee within the bargaining unit who is able to perform such work and meets the qualifications of the classification/position.

When employees are called for emergencies, and if they don't answer their phones, a message must be left stating that the overtime opportunity was missed.

- 3.2.2 Scheduled Overtime – Scheduled overtime is defined as a pre-planned event or project that occurs outside of the normal work schedule (i.e., Strawberry Festival, Healthy Communities, paving projects, etc.).

Volunteers Within Division – When sufficient employees are available within a division and by classification to accommodate Scheduled Overtime needs and the work is normally performed by the division, the Employer shall post the overtime at the division's location

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(normal posting location) and shall fill the overtime needs with employees within the division as follows:

The Employer shall first assign the overtime to:

1. Qualified volunteers from within the division and classification willing to work the overtime, from senior to junior. The opinion of the Employer shall not be arbitrary or capricious.
2. When insufficient employees are available within a department or division the Employer shall prepare and post a notice on the employee bulletin board at the main buildings of the Employer (all City buildings) for the solicitation of volunteers. Each posting shall be accompanied by a sign-up sheet to be filled in by employees volunteering for the overtime.
3. Once an employee signs the list they must remain available to perform the work until such work is assigned, except for verifiable illness or injury of the employee or an immediate family member (as determined in Section 8.2) that incapacitates the employee from performing the work they requested.

3.2.3 Unscheduled Overtime (non-emergency) – Unscheduled overtime is defined as work or projects that are completed based on weather conditions, availability of equipment, or other variables or business needs.

Volunteers Within Division – When sufficient employees are available within a division and by classification to accommodate Unscheduled Overtime needs and the work is normally performed by the division, the Employer shall fill the overtime needs with employees within the division as follows:

The Employer shall first assign the overtime to qualified volunteers from within the division and classification willing to work the overtime, from senior to junior. The opinion of the Employer shall not be arbitrary or capricious.

Employees who volunteer or are offered to work overtime, report to work and who demonstrate to the Employer an unwillingness to perform the assigned work shall be released from the assignment, and prohibited from signing up for overtime for a period of 45 calendar days from the date of the unwillingness to perform assigned work.

3.2.3.1 When it becomes evident during the workday that overtime will be necessary to complete a job, those employees who have been performing the work during the regular shift are encouraged to remain on the job to complete the work. If the employee(s) do not volunteer to remain on the job, the Employer may compel qualified employees(s), in inverse Teamsters seniority order unless the employee has a pre-scheduled appointment or obligation.

3.2.4 If insufficient qualified and able volunteers are available to meet the needs of the Employer then the overtime shall be compelled from first:

- 1) The employees working in the classification of the overtime from junior to senior based on length of service in the classification.
- 2) And next to all other bargaining unit employees qualified and able from junior to senior until the Employer's overtime needs are met.

3.2.5 For purposes of Section 3.2.1, in determining which employee performs work within a

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classification, the determination shall be based upon which employee performs the function or operates the equipment as a normal and routine part of their day-to-day assignments. Where one (1) or more "departments" perform a function or operate equipment as a routine part of their work, the "departments" shall be considered to be one (1) department and employee hire dates shall be amalgamated for assigning overtime.

3.2.6 Employees required by the Employer to work more than two (2) hours beyond the end of their shift, when such extended work has not previously been scheduled, shall be provided a meal or reimbursed for the cost of a meal up to ~~fourteen-twenty~~ (\$~~14~~20) dollars with receipt, in addition to overtime.

3.3 Rest Periods - Employees shall receive a fifteen (15) minute rest period on the Employer's time for each four (4) hours, or major portion thereof, of their working time.

3.4 Meal Periods - Employees shall receive not less than a thirty (30) minute nor more than a one (1) hour meal period which shall be on the employee's own time and which shall commence no less than three (3) hours nor more than five (5) hours from the beginning of the work shift.

3.5 Callback - An employee who has left work and is called back to work after completion of his regular day's shift shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times his regular straight-time hourly rate of pay. Should an employee's regular shift start less than three (3) hours from the time he started work on the callback, he shall receive one and one-half (1 -1/2) times his regular straight time hourly rate of pay only for such time as occurs before his regular shift. If the employee is called back within three (3) hours of his regularly scheduled start time, with mutual consent between the Employer and the employee, the employee may be released from work upon completion of eight (8) hours of work. In such an event, overtime shall not be paid for those hours worked prior to the employee's regularly scheduled start time.

3.5.1 Alarm System Callback - Alarm callbacks shall be the work of the bargaining unit. An employee called back for an alarm shall be paid a minimum of one (1) hour at one and one-half (1-1/2) times their regular rate of pay.

3.5.2 SCADA Alarm Callback – Standby employees that check and make adjustments to operational settings proactively on the SCADA system from the Standby laptop, or other device provided, shall receive one (1) hour at 1.7 times their regular rate of pay. If called by SCADA (emergency), Standby employees shall receive the standard callback (see Section 3.5) at 1.7 times their regular rate of pay.

Response to communication failures via the SCADA system are typically done by the Telemetry Administrator and, therefore, not the sole work of the Bargaining Unit.

3.6 Standby Duty - Employees who are assigned to Standby Duty shall receive ~~one-dollar and fifty cents~~ three dollars ~~-\$1.50~~ 3.00) for each hour of Standby Duty or portion thereof. Such compensation shall be in addition to and exclusive of any other compensation required by this Agreement. The provisions of Section 3.5 shall not apply when an employee on Standby is called back to work within one (1) hour of the end of his shift. In such event, the employee shall be paid at the overtime rate for the time from the end of the employee's regular work shift through the completion of the task(s) the employee was called out to perform.

3.6.1 Actual overtime hours worked during standby duty shall be paid at one and seven tenths (1.7) of the employees' regular straight time hourly rate of pay.

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**ARTICLE 4      TRIAL PERIOD, LAYOFF, RECALL AND JOB VACANCIES**

4.1      Trial Period - A new employee shall be subject to a six (6) month initial trial (probationary) period commencing with the most recent date of hire in a bargaining unit position. The initial trial period may be extended in writing up to an additional six (6) months upon mutual agreement between the Employer and the employee, with a copy to the Union. An employee is not eligible to sign up for emergency unscheduled overtime during the initial trial period. During the initial trial period the employee shall be considered on trial and subject to discharge at the sole discretion of the Employer. Discharge during the initial trial period shall not be subject to the grievance procedure. The Employer may not discharge or discipline for the purpose of discriminating against an employee because of lawful Union activity. No employee shall serve a trial period except as provided in this Agreement while employed in a position within the bargaining unit. Employees who have been accepted into a position (in initial employment) within the preceding twelve (12) months shall not be considered for openings until they have held a position for at least twelve (12) months. This provision may be waived by the City Administrator whenever it is in the interest of the City.

4.2      Length of Service - In layoff, recall, and filling permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service within the Teamster bargaining unit and his/her ability to perform the duties required in the job. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.

4.3      Layoff - When the City becomes aware that a layoff may be necessary, they will notify the Union in a timely manner. Within fourteen (14) calendar days of notification, appropriate representatives from the Union and the City will meet to review the issues and process as defined below before issuing notices.

The City will notify the bargaining unit in writing (posting) of an impact and ask for volunteers. If there is an insufficient amount of volunteers within fourteen (14) calendar days of the posting, the layoff process will apply.

The employee with the least seniority (seniority shall be defined as the most recent date of hire within the City's Teamster bargaining unit) within the classification shall be laid off first.

4.4      Bumping – The City agrees that when contemplating potential layoffs, it shall meet with each affected employee to review the employee's seniority date and discuss the employee's skills and abilities in an effort to determine appropriate placement via the bumping process.

The City shall consider the employee's skills, abilities, qualifications, and certifications regarding bumping and the City's judgment shall be reasonably exercised.

In the event of a layoff:

- 1) The employee may bump the least senior employee within his/her same classification and department, provided that the bumping employee has more seniority and meets the qualifications of the position.
- 2) If no opportunity exists in sub-paragraph 1 (above), then the employee may bump the least senior employee in the same classification within the bargaining unit, provided that the bumping employee has more seniority and meets the qualifications of the position.
- 3) If no opportunities exist in sub-paragraphs 1 or 2 (above), then the employee may bump the least senior employee in a lower classification, provided the bumping

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employee has more seniority and meets the qualifications of the position. In the event the “bump” would normally result in a pay decrease, the employee’s prior pay level will be preserved at the pre-layoff step as long as all certifications are maintained. In the event of a position opening, the city may place the affected employee in the prior position that they held based on seniority.

A bargaining unit employee who has “bumped” into a new position as a result of this process shall be in an orientation period and shall be subject to written performance evaluations throughout a four (4) month orientation period. The employee must be able to perform the work with a reasonable amount of training prior to the completion of the orientation period. At the completion of the orientation period, the employee will resume the normal evaluation process.

For the purpose of bumping into the Municipal Court, an employee may bump if he/she meets the qualifications for the job and the needs of the Court and the Judge pursuant to General Rule 29.

The pay grade of the position bumped into will prevail; however, the employee shall be placed at a step comparable to their current pay as possible within the pay grade. Step increase dates are set to the new move date.

- 4.5 Recall - In the case of recall, those employees with the longest length of continuous service shall be recalled first, provided they can perform the duties required in the classification affected. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where he can be contacted.

When the Employer is unable to contact an employee who is on layoff for recall the Union shall be notified. If neither the Union nor the Employer are able to contact the employee within five (5) working days from the time the Union is notified, the Employer’s obligation to recall the employee shall cease.

The Employer has no obligation to recall an employee after he has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled after five (5) working days, the Employer shall have no further obligation to recall him.

- 4.6 Job Vacancies – Before the City awards a position to an applicant from outside the bargaining unit, a representative from the City, ~~at the employee’s request, upon request from an employee in the bargaining unit,~~ shall meet with a representative from the Union to show the applicant has substantially better qualifications and abilities. When a regular or separately funded job vacancy occurs, notice shall be posted on the bulletin board at each work site for five (5) working days (City Hall, Public Works Building, Parks Office, Police Office and Golf Course). Employees covered by this Agreement who desire consideration for such openings shall submit an application as required by posting. Bargaining unit employees shall be given first consideration for filling the position if they apply for the position during the five (5) working day posting period unless applicants from outside the bargaining unit have substantially better qualifications and ability. Employee selection shall be based upon length of service with the Employer and ability to perform the duties of the job. Job vacancies not filled from within the bargaining unit shall be filled at the Employer’s discretion. Employee(s) who have completed one (1) year of employment and who transfer to a different classification through promotion or otherwise shall serve a four (4) month orientation period at the beginning of the new assignment, during which time the Employer may return the employee to their prior job. The employee has the right to return to their previous position during the four (4) month orientation period. ~~Before the City awards a position to an applicant from outside the bargaining unit a representative from the City shall meet with a representative of the Union to show the applicant has~~

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~~substantially better qualifications and abilities.~~

4.6.1 The Employer may post job vacancies within the City as provided in Section 4.56, and at the same time advertise the opening through other means.

~~4.6.2 "Temporary" employees who have completed one (1) full year of employment with the City shall be considered to be an employee eligible for consideration for filling available positions as provided in Section 4.5.~~

4.7 Employees hired pursuant to special or limited funding for identified projects of definite (although extended) duration shall have separate classification seniority applicable only in that classification for purposes of Sections 4.3 and 4.4.

4.8 An employee's seniority shall be broken so that no prior record of employment shall be counted and his seniority shall cease upon:

- Justifiable discharge
- Voluntary quit
- Retirement
- Layoff exceeding twelve (12) months
- After twelve (12) months of absence due to a non-occupational injury or illness
- After twelve (12) months of absence due to occupational injury or illness

ARTICLE 5      WAGES

5.1 Each employee covered by this Agreement shall be compensated in accordance with the rates of pay set forth within Appendix A, which by this reference is incorporated herein as if set forth in full.

ARTICLE 6      HOLIDAYS

6.1 Employees shall be granted the following holidays and such other days as the City Council may see fit without a reduction in pay:

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day After Thanksgiving Day	
Christmas Day	December 25 <sup>th</sup>
(Floating Holiday – see Article 7.1)	

6.2 Should any work be performed by an employee on a holiday, he shall be paid at the overtime rate for such work. No employee shall be called on a holiday for less than four (4) hours, except those personnel serving Standby Duty.

6.3 The dates set forth within Section 6.1 represent the specific dates on which a holiday shall be observed. Should the dates for any such holiday be changed by the Legislature or the

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Governor of the State of Washington, said holiday shall be observed on the date established by the change and not the date set forth within Section 6.1.

6.4 Regular part-time employees who work twenty (20) hours or more per week shall receive holiday pay on a pro rata basis, based on their normal work schedule.

6.5 Holiday Bank for the Police Department

A holiday leave bank shall be established for employees working mandatory alternative schedules. This bank shall consist of a total of eighty (80) holiday hours during each calendar year. Part-time employees shall receive a pro-rated amount of hours based upon their regularly scheduled work week. These hours shall be placed in a holiday bank for each employee on January 1<sup>st</sup> of each year.

Employees who fall under the provision of this section must be in a pay status on the workday before and the workday after the observed holiday to utilize holiday bank hours. If an employee is not in a pay status on the work day before and the workday after the observed holiday, the eight (8) hour equivalent (or the appropriate pro-rated amount) for that holiday shall be deducted from his/her holiday bank.

Employees who would normally have been scheduled to work on a day that a holiday is observed shall debit hours from their holiday bank, provided that, the hours debited do not exceed the equivalent of their regular work shift. Such employees shall have a minimum level of hours debited equal to the amount of hour earned for that holiday. If additional time is required to equal the hourly amount of the employee's regular full shift, the employee may opt to supplement holiday bank hours with accrued vacation, compensatory time or unpaid leave of absence.

Employees working less than a full calendar year will have their holiday bank credited hours equivalent to the amount (of, if appropriate pro-rated equivalent amount) of holiday hours remaining in the work year.

Holiday hours not used by the completion of the calendar year shall be lost to the employee.

Employees who separate employment during the calendar year will be paid eight (8) hours (of, if appropriate pro-rated equivalent amount) for each holiday occurring prior to the date of separation, less all holiday hours already debited from the holiday bank. If an employee has debited his/her holiday bank for more than eight (8) hours equivalent (of, if appropriate pro-rated equivalent amount) for each holiday that has occurred prior to that date of separation, the appropriate hourly equivalent shall be deducted from the employee's final paycheck.

ARTICLE 7     VACATIONS

7.1 Employees shall accrue vacation leave in accordance with the following schedule inclusive of the floating holiday:

Years of Employment	Hours Accrued Per Month	Total Days Accrued During Anniversary Year
1st through 2 <sup>nd</sup>	7.33	11
3 <sup>rd</sup> through 5 <sup>th</sup>	8.67	13
6 <sup>th</sup>	10.67	16
7 <sup>th</sup> through 8 <sup>th</sup>	11.34	17
9 <sup>th</sup> through 10 <sup>th</sup>	12.67	19
11 <sup>th</sup>	14.00	21
12 <sup>th</sup> through 13 <sup>th</sup>	14.67	22



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Years of Employment	Hours Accrued Per Month	Total Days Accrued During Anniversary Year
14th through 15 <sup>th</sup>	15.33	23
16th through 17 <sup>th</sup>	16.00	24
18th through 19 <sup>th</sup>	16.67	25
20th and more	17.33	26

- 7.1.1 The vacation schedule set forth herein shall be used in determination of vacation leave accrual for each employee commencing with his anniversary date of employment.
- 7.2 Each employee shall be entitled to carry over a maximum of two (2) years vacation at his applicable annual rate into any calendar year. When the maximum vacation accrual has been reached and the employee has excess accrual above such maximum, at no fault of the employee, the employee shall be allowed to carry over such excess to be used within the first six (6) months of the next calendar year.
- 7.3 No employee shall receive compensation for unused vacation leave greater than two hundred forty (240) hours at the time of retirement. Leave in excess of this amount shall be taken prior to retirement.
- 7.4 Vacation leave shall not accrue during any leave without pay, but such leave shall not be considered an interruption of consecutive years of employment for the purpose of determining entitlement to additional vacation days under the afore-referenced schedule.
- 7.5 In the event a holiday falls within the employee's vacation period, it shall not be counted as a day of vacation.
- 7.6 Earned vacation leave may be taken at any time during a period of extended sickness after the expiration of sick leave. When an employee has exhausted his sick leave balance during the course of an absence due to illness or injury, the employee may use accrued vacation leave for the balance of the absence, subject to certification of the condition by the employee's health care provider. Employees without sick leave as a result of an extended illness may be permitted by the Employer the use of vacation for, sick days on a case by case basis.
- 7.7 New employees, upon being appointed to full-time employment, shall accrue vacation leave in accordance with these provisions; provided however, such employee who leaves the Employer's service prior to completion of six (6) months shall not be compensated for any accrued vacation time.
- 7.8 An employee who fails to provide a two (2) week advance notification of intent to resign shall forfeit his rights to earned vacation. The two (2) week notice may be waived by the Chief Administrative Officer in situations that would make such notice by the employee impossible.
- 7.9 Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department. The Employer will notify the Employee in writing within five (5) days of receipt of the vacation request.
- 7.10 Vacation Waiver - Employees who have given notice to the City's Human Resources Department of the intention to retire from the City of Marysville may waive the accrual of vacation during their final five (5) years of employment with the City, in whole or in part, and upon such waiver, the City shall calculate the annual value of the waiver vacation, divide the amount by two thousand eighty (2080) and this result shall be added to the employee's hourly/monthly compensation. Employees may make a waiver election only

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during December for the following year.

- 7.11 Regular part-time employees who work twenty (20) hours or more per week shall receive vacation benefits on a pro rata basis. For example, if a regular part-time employee normally works twenty (20) hours per week and the department's normal workweek is forty (40) hours, the employee shall receive 20/40ths, or fifty percent (50%), of the hourly accrual received by a full-time employee.
- 7.12 Perfect Attendance - Employees who during each of the twelve (12) months January through December have perfect attendance shall be granted one (1) day of additional vacation to be used during the next calendar year. For the purposes of this Section, "perfect attendance" shall include utilization of up to eight (8) hours of sick leave during the calendar year.
- 7.13 In the event of an employee's death, all unused vacation will be paid out at one hundred percent (100%).

**ARTICLE 8 LEAVES**

- 8.1 Sick Leave – Each employee shall be entitled to receive accident or sick leave of one (1) day for each month of employment. Each employee may accumulate up to a maximum of one thousand four hundred forty (1440) hours of accident or sick leave. An employee who is unable to work for the reasons listed below shall be entitled to full salary for each hour of missed work up to the total number of accumulated hours of accident or sick leave:
- (a) The employee's own illness, injury or disability (including disability due to pregnancy or childbirth);
  - (b) The need to care for a child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision;
  - (c) The need to care for the employee's spouse, parent-in-law or grandparent with a serious health condition or emergency conditions;
  - (d) The need to provide for the emergency care or attendance of a member of the immediate family as defined in section 8.2. Provided however, employees should make every effort to obtain approval of the Chief Administrative Officer prior to taking leave;
  - (e) Medical, dental or ocular appointments for the employee or a dependent child provided that employees provide twenty-four (24) hours advance notice of the appointment to their supervisor, and further provided that employees must make reasonable efforts to schedule such appointments at times when they will not interfere with the scheduled work days (when possible, i.e. the exception being employee breaks a tooth at work and needs to seek immediate attention);
  - (f) For other circumstances if authorized by the Chief Administrative Officer.

Employees in their probationary period shall accrue one (1) day of sick leave for each month of employment. Employees shall be eligible to use sick leave after the completion of their probationary period.

- 8.1.1 Prior to and within two (2) years of the employee's retirement from the City of Marysville, an employee shall be allowed to convert unused sick leave to vacation days. Such conversion shall be one (1) day of vacation for each four (4) days unused sick leave earned but not used in excess of sixty (60) days. Such leave shall be taken prior to retirement and shall not, in any case, be re-numerated on a cash basis.
- 8.1.2 The City may request reasonable proof of illness in cases where absence extends beyond three (3) working days duration. However, when the City suspects sick leave abuse, the City may request reasonable proof of illness at its discretion. Abuse of sick leave shall be

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grounds for discipline, consistent with Article 14. The City may require the employee to submit a medical certificate signed by a physician stating the nature of the sickness or injury that the employee has been incapacitated by during the period of absence and is again physically able to perform his/her duties. Sick leave payments are conditional on the employee contacting their immediate supervisors and reporting that they are sick or injured. This condition may be met by leaving a message with the immediate supervisor or lead person (unless circumstances make such notification impossible) each day they are sick or injured to remain eligible for sick leave payments.

- 8.1.3 In the event of an industrial accident an employee shall be eligible for salary continuation which shall be computed at the difference between the State Industrial Insurance compensation and his actual salary for the period of his actual receipt of the State Industrial Insurance compensation, up to a maximum of six (6) months. The six (6) months shall include accumulated accident or sick leave under Section 8.1 hereof.
- 8.1.3.1 Light Duty – The City agrees to abide by the Americans with Disabilities Act, the Washington State Law Against Discrimination and City policy regarding light duty. Both parties agree that the City policy, as defined in this section, relates to the policy in place at the time of ratification.
- 8.1.4 Upon retirement or involuntary layoff, an employee may use sick leave earned but not used in excess of forty-five (45) days by converting to cash such surplus on the basis of one (1) day for four (4) sick leave days (eight (8) hours) for the purpose of extending Article 9 (Health and Welfare) coverage.
- 8.2 Bereavement Leave - If an employee covered by this Agreement suffers a death in the "immediate family", such employee shall be allowed up to three (3) days pay to attend the funeral. Leave shall be granted to the employee by the Employer with the approval of their Supervisor. If travel is required with the distance greater than one hundred eighty (180) miles (one way), an additional two (2) paid days off shall be allowed to attend the funeral. "Immediate family" shall be defined as a wife, husband, domestic partner, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, step-children and current step-parents. Bereavement leave may be approved by the Chief Administrative Officer beyond the allotted days. Any days beyond the three (3) original days the employee may use compensatory time or vacation leave.
- 8.3 Jury Leave – Employees have a civil obligation to serve on a jury if called. During jury duty or while appearing as a legally required witness in response to a subpoena or other directive, employees shall be allowed authorized leave and will receive full pay from the City. Jury duty, witness fees, and other Court payments, except those for travel expenses must be turned over to the City. Employees released from jury service where two (2) hours of their shift remain shall promptly contact their supervisor and report in if instructed. Employees scheduled to work on shifts other than day shifts shall be considered to be on day shift for the duration of jury duty.
- 8.4 Leave of Absence - A leave of absence may be granted to an employee upon approval by the Chief Administrative Officer, preserving seniority status. Seniority shall not accrue during any such leave of absence in excess of thirty (30) calendar days.
- 8.5 Benefits For Regular Part-Time Employees - Regular part-time employees who work twenty (20) hours or more per week shall receive sick leave, bereavement leave and jury leave pay on a pro rata basis, predicated on the average daily hours worked in the payroll month the leave commences.

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- 8.6 Family and Medical Leave - Notwithstanding any provisions to the contrary that may be contained elsewhere within this Agreement, employees shall be eligible for family medical leave in accordance with Federal Law (FMLA), state leave laws, and City Policy. For additional information, refer to the FMLA posting found on the City bulletin boards in each building. Additional information may also be found on the Washington State Office of Labor and Industries' website and the City's website. Employees shall be entitled up to twelve (12) weeks, job protected leave during a rolling twelve (12) month period.

**ARTICLE 9**      **HEALTH AND WELFARE**

- 9.1 Medical Insurance – The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and ninety percent (90%) of the premium necessary for the purchase of dependent coverage under the Association of Washington Cities Health—First 250 Plan or Group Health Cooperative Plan 2Kaiser Permanente \$200 AD/\$20 Co-Pay Plan, ~~or a directly comparable plan, as selected by the employee. The City has the option to re-open Article 9 — Health and Welfare — in first quarter 2017 through a written request to the Union.~~

In exchange for moving to the replacement health insurance plans offered by the Association of Washington Cities, employees hired by the Employer on or before December 31, 2017, who are active bargaining unit employees at the time of Union ratification (not to employees who have separated from the City or promoted out of the bargaining unit prior to ratification by the Union) shall receive a one-time payment of \$2,500. The payment will be provided to all full-time and regular part-time employees eligible for health insurance benefits, regardless of enrollment. This payment is intended to help offset the added costs of health insurance associated with the new health insurance plans although employees are free to use the money for any purpose. The payments are subject to standard taxable withholdings.

- 9.2 If an employee chooses not to cover their dependents under the medical plan, the City will reimburse ~~you the employee~~ fifty percent (50%) of the city's cost pursuant to the city's "Dual Coverage Medical Insurance Incentive Program Policy," ~~providing provided the employee provides annual proof that his/her~~ your dependents have coverage through another employer's group health plan.

Example: Dependent Coverage: \$385.75 X 50% = \$192.88 - Spouse

\$179.20 X 50% = \$ 89.60 - First Dependent

\$154.70 X 50% = \$ 77.35 - Second Dependent

- 9.3 The parties agree to discuss employer/employee health and welfare contributions as a part of the negotiation process for a successor Agreement.
- 9.4 Dental Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities Washington Dental Service Plan F (the employee shall pay the difference between the cost of Dental Plan A and Dental Plan F through a payroll deduction).
- 9.5 Vision Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Western Vision Service Plan.
- 9.6 Benefits for Regular Part-Time Employees - The Employer shall pay each month one hundred percent (100%) of the premiums necessary for the purchase of employee only medical and dental coverage for regular part-time employees who work twenty (20) hours

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or more per week.

9.7 Industrial Insurance - The Employer shall pay for all employees one hundred percent (100%) of the premium necessary for the purchase of employee coverage under the Washington State Industrial Insurance Accident Fund, and fifty percent (50%) of the premiums necessary for the purchase of employee coverage under the Washington State Industrial Insurance Medical Aid Fund and Supplemental Pension Fund.

9.8 Changes to Insurance Coverage – During the term of this Agreement, the Employer has the discretion to move from fully-insured to self-insured coverage, or vice versa, provided employee benefit levels are not substantially altered. Should the Employer make such a change, it will notify the Union and agrees to bargain any impacts on employee insurance benefits.

**ARTICLE 10 PENSION**

10.1 Effective January 1st of each year of the Agreement, the bargaining unit shall determine the amounts, if any, that will be deferred from pay increases into the Western Conference of Teamsters Pension Trust. The Union will notify the Employer of the amount no later than December 31st of each year.

**Parks and Public Works Departments**

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2012	One dollar and ten cents (\$1.10)

**Police Department and Office-Clerical Employees In All Departments**

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2080) hours per calendar years.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2002	Five cents (5¢)

10.2 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

10.3 ~~For probationary Parks and Public Works Department employees hired on or after January 01, 2002, the Employer will pay an hourly contribution rate of ten cents (10¢) during the probationary period, but in no case for a period of longer than the first ninety (90) calendar days from date of hire. If and when this period is completed, the full standard contribution rate shall apply.~~

10.3.4 Probationary Employees – Regular employees working in the Parks and Public Works Department serving a probationary period, the employer will pay an hourly contribution rate of ten cents (10¢) during the probationary period, but in no case for a period longer than

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the first ninety (90) calendar days from the date of hire. If and when this period is completed, the full standard contribution rate shall apply. ~~Others, such as casuals and temporary employees, must receive the full dollar amount per hour from the first hour of employment.~~

- 10.4 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 10.1 on behalf of all employees performing bargaining unit work; and for purposes of this Section the bargaining unit shall be defined as follows:

All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. ~~However, pension Pension contributions shall not be remitted on casual employees performing within the bargaining unit work who are considered to be temporary, seasonal, and/or casual employees. The scope of the bargaining unit shall exclude all employees of the Employer performing work historically known as "seasonal field or summer rec. work".~~

~~Specifically excluded from the unit shall be employees working on a seasonal basis that perform "seasonal field or playground work" upon the Employer owned property regardless of the method compensated of the location of the work performed.~~

~~The scope of this Agreement shall not be expanded by the continuation of the practice of bargaining unit employees performing "field or playground work" so assigned. Provided however the terms of this Agreement shall apply whenever bargaining unit employees perform non-bargaining unit "field or summer rec. work".~~

No person or third party beneficiary shall interpret this Agreement such that "field or playground work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer rec. and confirms that such work is not bargaining unit work.

- 10.5 In the case where there are payouts of accrued hours (vacation, compensatory time, or sick leave), pension must be contributed on all hours not to exceed an annual of 2080 hours as set forth in Section 10.1.

- 10.6 In the case where an employee within the bargaining unit goes on a leave without pay status, pension contributions will not be remitted for hours that are in a non-paid status. Pension contributions will be remitted for only compensable hours during the leave status.

**ARTICLE 11 MISCELLANEOUS**

- 11.1 Uniforms - When the Employer requires uniforms, employees shall wear the Employer furnished uniforms. New employees shall be provided uniforms within thirty (30) days of their start date.

- 11.1.1 The Employer will provide Police Department Clerical employees with the appropriate uniform as follows:

- \*3 pants,
- \*4 shirts (at the employees' option, one (1) work shirt may be substituted with one (1) work Polo style shirt, as approved by Police Management),
- \*Coat (Evidence Tech only),
- \*1 belt,
- \* 1 fleece jacket
- \$75 shoe allowance for Clerical,

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\$180 for boot/shoe allowance for the Evidence Tech

\*After initial issue, items will be replaced when worn out.

The Police Department Clerical & Evidence Technician employees shall be entitled to the same laundry service as other Police Department employees.

11.2 Boot Allowance - The Employer shall pay for the following amounts annually:

~~In 2015, each eligible employee receives \$200.00 effective the first payroll period following ratification for the purchase of work boots (or the first payroll period following hire for new employees). Thereafter, on~~ On an annual basis effective January 1 of each year, each eligible employee will be issued a PO for the purchase of work boots up to \$200. The Employer shall replace any work boots which were ruined in the performance of duty. If a replacement pair of boots is purchased by the City between November 1 and December 31, the employee is not eligible for the annual boot PO on January 1 of the following year. The Employee may be required to turn in worn work boots to the Employer when utilizing this replacement provisions. Eligible new hires shall be provided a PO for the purchase of work boots no later than one week after date of hire. Should an employee be newly hired between November 1 and December 31, the employee is not eligible for the annual boot PO on January 1 the following year.

11.2.1 The Employer shall provide employees with the required uniforms and equipment as hereinafter set forth to be used in performance of City duties.

11.2.2 The Employer shall provide each new Parks and Recreation employee with the required uniform and equipment as follows:

Safety Boots\* (as provided in Section 11.2)

Pants (denim)***	3 pairs
Tee Shirts*	5 each (Self Serviced)
Sweat Shirt*	3 each (Self Serviced)
Shorts (Denim)**	3 pair (Self Serviced)
Light Jacket*	
Heavy Jacket*	1 each
Hat*	1 each
Fleece Skull cap*	1 each
Coveralls*	1 winter
Gloves*	as needed
Rain Gear*	1 set
Rubber Boots*	
Mechanic Coveralls*	7 (Laundry service)

\*Replaced when worn out

\*\*Denim shorts shall be provided only for Maintenance Worker and shall only be worn with supervisory approval when performing their specific jobs.

\*\*\*Three (3) pair of pants issued annually and then replaced when worn out.

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- 11.2.3 The Employer shall provide each new Public Works employee with the required uniform and equipment as follows:

	Public Works	Mechanics
Safety Boots* (as provided in Section 11.2)		
Pants (denim)***	3 pairs	11 (Laundry)
Shirts*		11 (Laundry)
Tee Shirts*	5 each (Self Serviced)	0
Sweat Shirt*	5 each (Self Serviced)	0
Shorts (Denim)**	3 pair (Self Serviced)	0
Light Jacket*		3 (Laundry)
Heavy Jacket*	1 each	1 each
Hat*	1 each	1 each
Fleece Skull Cap*	1 each	1 each
Coveralls*	0	7 (Laundry)
Gloves	as needed	as required
Rain Gear*	1 set	1 set
Rubber Boots*		

\*Replaced when worn out

\*\*Denim shorts shall be provided only for Meter Readers, Solid Waste Collectors and Building Maintenance Workers and shall only be worn when performing their specific job duties.

\*\*\*Three (3) pairs of pants issued annually and then replaced when worn out.

- 11.3 Maintenance of Standards - Terms or conditions of employment shall be maintained at not less than the highest standards contained in Ordinances which were effective on the date that this Agreement became effective. Provided however, this Section does not preclude the adoption of new ordinances after good faith bargaining with the Union. No employee shall suffer a reduction in wages solely as a result of this Agreement.
- 11.4 Education Reimbursement - Employees shall request in writing and provide necessary information as required by the Employer for his consideration of prior approval for all courses and seminars. Such requests shall be submitted on forms supplied by the Employer and shall require the approval of the Human Resources Manager. All courses and seminars shall be subject to approval by the Department Head or the Chief Administrative Officer. Payment or reimbursement shall only be made upon successful completion of the course. If work time is used as course time, vacation leave will be debited for unsuccessful course completion.
- 11.5 Chief Administrative Officer - Acts of this Agreement required of the Mayor or Chief Administrative Officer may be accomplished by persons to whom the Mayor or Chief Administrative Officer has delegated such authority to act.
- 11.6 Compliance - No violation of this Agreement shall be found when a grievance arises as a result of the Employer's compliance with the Fair Labor Standards Act (F.L.S.A.).
- 11.7 Labor Management Conference Committee - The Employer and the Union shall establish a Joint Labor-Management Conference Committee which shall be comprised of participants from both the Employer and the Union. The function of the Committee shall be



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to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of establishing a harmonious working relationship between the employees, the Employer and the Union. Either the Employer or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss. This Committee shall not replace the operational safety and staff meetings. An additional function of the Joint Labor-Management Conference Committee or another committee of Teamsters 763 bargaining unit employees shall be to participate in discussions regarding employee benefits and ways that benefits can be improved or cost savings can be found.

- 11.8 Cross Training – The City and the Union agree to work on a cross training policy during the life of the Collective Bargaining Agreement.

**ARTICLE 12 NO STRIKE PROVISION**

- 12.1 Nothing contained in this Agreement shall permit or be construed to grant an employee or group of employees the right to strike or refuse to perform their prescribed duties.

**ARTICLE 13 EMPLOYER RIGHTS**

- 13.1 The Employer has and shall retain the exclusive right to manage and direct the performance of the Employer's services and the work force performing such service.

- 13.2 The Employer has and shall retain the exclusive right to determine issues of and to determine the merits, necessity or organization of any service or activity conducted by the Employer.

- 13.3 The Employer has and shall retain the exclusive right to determine and change the facilities, methods, means and personnel by which the Employer's operations are to be conducted, to expand or diminish services and programs, to determine and change the number of locations, relocations and types of operations and the processes and materials to be employed.

- 13.4 The Employer has and shall retain the exclusive right to determine the size and composition of the work force, to assign work to all of its employees in accordance with requirements as determined by the Employer and to establish work assignments and to set work schedules in the best interests of the Employer.

- 13.5 The Employer has and shall retain the exclusive right to relieve employees from duty because of lack of work or other non-disciplinary reason, to discharge, suspend, or otherwise discipline employees for proper cause, to determine position classifications, to hire, transfer, promote and demote its employees for non-disciplinary reasons, to determine policies, procedures and standards for retention, selection, training and promotion of employees, to establish performance standards, to maintain the efficiency and effectiveness of governmental operations, to take any and all necessary actions to carry out its missions in emergencies, to exercise control and discretion over its services and to maintain the economy desirable for the performance of the Employer's services.

- 13.6 Employee duties connected with City operations are not necessarily specified in the job description and job descriptions shall not limit the Employer's right to assign such duties as the needs of the Employer may require.

- 13.7 Emergency work requiring a quick response for work of short duration may be accomplished by appropriately skilled and responsible City employees. Projects requiring other than emergency response, or of only a limited period of time to remedy, shall be accomplished by personnel normally utilized for such purposes, unless economy and

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efficiency indicate the need for an alternate solution.

- 13.8 Federal/State Legislation which mandates the implementation of new policies to be effective during the term of this Agreement, regarding specific issues covered by this Agreement, shall result in renegotiations of the applicable Article herein, if requested by either party. The effective date of such a renegotiated Article shall be the date on which the parties agree to the revised Article.

**ARTICLE 14**    **DISCIPLINE AND DISCHARGE**

- 14.1 The Employer shall not discipline an employee who has completed the trial period without just cause. Disciplinary actions shall include written warning, suspension, demotion or discharge. The Employer shall recognize the principle of progressive discipline in the administration of employee discipline.

- 14.2 Disciplinary action must be taken within thirty (30) calendar days of the Employer's completion of its investigation of the incident which is the basis for the disciplinary action. The Employer must provide a general notice to the Union and affected employees upon commencement of any investigation (except criminal) reasonably likely to lead to discipline.

The period of any investigation shall not exceed forty-five (45) days unless the Employer shall have provided notice to the Union of an "Extended Investigation" confidential review of the progress to date and provides a date certain for of the investigation. The forty-five (45) day investigation period shall begin at such time as the Employer has a basis for commencing an investigation of the alleged misconduct of the employee. Should the Union give notice of objection to an "Extended Investigation" at the time of notice from the Employer, such notice shall reserve to the Union all arguments regarding timeliness of the Employer action in the event of subsequent processing under Article 15, Grievance Procedure.

- 14.3 Written warnings shall not remain in effect for purposes for progressive discipline for a period of more than twelve (12) months from the date of said notice. Any disciplinary action above a written warning shall not remain in effect for purposes of progressive discipline for a period of more than twenty-four (24) months from the date of said notice. A copy of any disciplinary action notices shall be sent to the Union at the time it is issued to the employee.

**ARTICLE 15**    **GRIEVANCE PROCEDURE**

- 15.1 A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement. Grievances shall be filed in writing at the Step at which there is authority to adjudicate such grievance within thirty (30) days (ten (10) days for discipline) of the alleged violation. If any such grievance arises it shall be processed in accordance with the following procedure.

- 15.1.1 Step 1 - A grievance shall first be presented informally by the affected employee and his/her shop steward (if the steward is requested to do so by the employee) to the employee's immediate non-unit supervisor. The immediate supervisor shall make every effort to resolve the grievance within fifteen (15) days, if the matter is not resolved to the satisfactory of the employee, it shall be the employees responsibility to notify the Union in writing of the grievance before the thirty (30) day period expires (the preferred method is to have the Shop Steward fax the grievance to the Union). The Union shall notify Human Resources of the grievance within 45 days of the alleged violation or the matter shall be considered untimely and dead.

- 15.1.2 Step 2 – The written grievance shall set forth the facts and the remedy requested. The Division/Department Director shall thereafter convene a meeting within fifteen (15) days

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with the Union Representative and the employee. The Division/Department Director shall give a written response to the Union within fifteen (15) days after the grievance meeting.

- 15.1.3 Step 3 - If the grievance is not resolved at Step 2, the Union shall have the right to submit the grievance to the Chief Administrative Officer, who shall convene a meeting within fifteen (15) days with the Union Representative and Employer representatives as deemed necessary by the Employer. The Chief Administrative Officer shall give a written response to the Union within fifteen (15) days after the grievance meeting.
- 15.1.4 Step 4 – If the matter is not resolved at Step 3, then upon mutual agreement the parties may submit the issue to non-binding mediation. The parties shall use a mediator provided by the Federal Mediation and Conciliation Service in Seattle, WA. The parties recognize that mediation is a voluntary process and that all discussions in mediation, if unsuccessful shall be considered off the record for the purpose of arbitration and deemed not relevant. Should the parties reach a resolution from utilizing the mediation process, the resolution shall be reduced to writing, signed and said resolution shall be final and binding.
- 15.1.5 Step 5 - If the grievance is not resolved at Step 4, or through the use of mediation the Union shall have the right to submit the grievance to arbitration. The demand for arbitration shall be submitted to the Chief Administrative Officer within fifteen (15) days of receipt by the Union of the Step 4 response or fifteen (15) days after the mediation process was unsuccessfully attempted.
- 15.2 The Employer and the Union shall promptly after receipt of a demand for arbitration select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within three (3) working days after receipt of the demand for arbitration, the Union may request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service (FMCS) or by mutual agreement Public Employees Relation Commission (PERC). After receipt of same the parties shall alternately strike names of the arbitrator until only one name remains who, upon hearing the dispute, shall render a decision which shall be final and binding upon all parties.
- 15.2.1 The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.
- 15.3 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.
- 15.5 The expense of the arbitrator, the cost of any hearing room and the cost of a shorthand reporter required by the arbitrator, unless such are paid by the State of Washington, shall be borne equally by the Employer and the Union.
- 15.6 The Union and Employer shall each have the privilege of making an opening statement, such may be oral or typewritten. The Union and Employer must be accorded a fair and reasonable opportunity to be heard, present evidence, both documentary and oral, including affidavits, by their representative or by others and also afforded liberal examination and cross-examination privileges in order to fully and accurately develop the facts. The Employer shall, when reasonably requested and when practicable, make employees available as witnesses without loss of pay. Witnesses shall be free of restraint, interference, coercion, discrimination or reprisal. The arbitrator may, from time to time, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as the parties may agree.
- 15.7 The foregoing time elements may be extended by mutual agreement of the parties.

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ARTICLE 16 SAVINGS CLAUSE

16.1 It is the intention of the parties hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction; provided however, any such findings shall have no effect whatsoever on the remainder of this Agreement. In such event either party may request renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

ARTICLE 17 CITY VEHICLES

17.1 The Employer shall provide City vehicles to court clerks and any other employees who are required to travel to jails, hearings and courts outside of the City limits in the performance of their job duties and responsibilities.

ARTICLE 18 EQUIPMENT, VEHICLES AND CONDITIONS

18.1 The Employer shall not require employees to take out on the streets or highways any vehicle, or use any type of equipment, that is not in a safe operating condition or equipped with the safety appliances prescribed by law.

18.1.2 [The City will provide seasonal/temporary maintenance employees in Parks and Public Works with access to rain gear, rubber boots \(including steel toed rubber boots\), and any other safety required equipment, with the exception of steel toed work boots, which the employee must purchase on his/her own.](#)

ARTICLE 19 DURATION

19.1 Except for those provisions that indicate otherwise, this Agreement shall be effective January 01, ~~2015~~2018, and shall remain in full force and effect through December 31, ~~2017~~, 2020 and shall remain in effect during the course of negotiations on a successor Agreement.

19.2 [Re-Opener for Paid Leave – In light of Initiative 1433 \(Washington’s Paid Sick Leave\), during the term of this Agreement, either the City or the Union may demand to reopen this Agreement solely for purposes of bargaining necessary or desirable changes to paid leave, including Article 7, Article 8, and any other section applicable to paid leave other than holiday leave. If either party elects to reopen this Agreement, it will provide at least thirty \(30\) days’ written notice to the other party.](#)

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS LOCAL UNION  
NO. 763, affiliated with the International  
Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By \_\_\_\_\_  
Scott A. Sullivan  
Secretary-Treasurer

By \_\_\_\_\_  
Jon Nehring  
Mayor

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Date \_\_\_\_\_ Date \_\_\_\_\_

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APPENDIX "A"  
to the  
**AGREEMENT**  
by and between  
CITY OF MARYSVILLE, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing Employees of the City of Marysville)

January 01, ~~2015-2018~~ through December 31, ~~2017-2020~~

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

- A.1      Effective January 1, 2018, the Property/Evidence Specialist position in the Police Department will receive a market based increase of two percent (2%) to base wage moving this position from Pay Code 7 to new pay code 7-1. This market based adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.
- A.42      Senior Accounting Technician – A 5% market adjustment (prior to the application of COLA) in exchange for acceptance of the agreed to/negotiated new job description in addition to current job duties. Effective January 1, 2018, the Accounts Payable / Accounting Technician will be reclassified from Pay Code “6” to a pay step at Pay Code “7” that provides an increase in pay. In exchange for the wage increase, the city and Union have agreed to a revised job description. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.
- A.3      Effective January 1, 2018, the Water Quality Specialist/Cross Connection Control Specialist classification will be moved from Pay Code 18 to Pay Code 22, reflecting a 3.0% market adjustment.. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.
- A.4      Water Operator – The parties agree the City will fill this new position within a reasonable timeframe in 2018. The pay code for this new position is Pay Code 22-1. The parties agree to meet and bargain the new job description for Water Operator and any impacts on other existing classifications.
- A.5      Wastewater Treatment Plant (WWTP) Operator – Effective January 1, 2018, the WWTP Operator classification will be adjusted from pay code 22 to new pay code 22-2 reflecting a 3.0% market adjustment. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11. The parties agree the WWTP Group III certification is a minimum job qualification for this job classification and that the 2016 WWTP MOU is rescinded.
- A.6      Wastewater Treatment Plant (WWTP) Pre-Treatment Technician – The 3.0% pay premium previously offered to this classification in exchange for obtainment of a WWTP Group III certification is withdrawn. A Group III certification is no longer a requirement of this job classification. The Pre-Treatment Technician will be moved to pay code 22-1. The parties agree that the 2016 WWTP MOU is rescinded.
- A.7      Effective January 1, 2018, the Water Operations/Maintenance Lead Worker II position will be moved from Pay Code 24 to Pay Code 25. This adjustment will be made prior to the

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application of the 2018 COLA as defined in Appendix A.11.

A.8 Effective January 1, 2018, the Facilities Maintenance Worker II classification will be moved from Pay Code 16-1 to Pay Code 18. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.

A.9 Effective January 1, 2018, the Wastewater Treatment Plant (WWTP) Lead will receive a 1.5% pay premium for obtainment of a WWTP Group III certification, which is a minimum job qualification. Payment of this premium shall be paid after the incumbent earns the certification. The parties agree that the 2016 WWTP MOU is rescinded.

A.210 ~~Procurement and Distribution Assistant~~ – A 5% market adjustment (prior to application of COLA). The parties agree to add the following pay rates for seasonal/temporary maintenance employees in Parks and Public Works:

<u>AT HIRE</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
<u>\$13.91</u>	<u>\$15.17</u>	<u>\$16.44</u>	<u>\$17.70</u>	<u>\$18.97</u>	<u>\$20.30</u>

Years are calculated from the original date of hire. Up to and including Year 2, the City reserves the discretion to increase the hourly rate of pay if necessary to attract a prospective employee due to relevant experience or to be competitive in the relevant market.

A.311 Effective January 01, ~~2015~~2018, the monthly rates of pay shall be increased by a ~~two percent~~ ~~two and seven-tenth percent (2%2.70%)~~ COLA adjustment retroactive for all bargaining unit employees, including those who separated from the City or promoted out of the bargaining unit during the past months in 2018. The following constitutes the monthly rates of pay for each pay grade for those classifications covered by this Agreement:

**CITY OF MARYSVILLE**  
**TEAMSTERS PAY GRID**  
 January 1, 2015 with a 2.0% COLA adjustment

<b>Job Classification</b>	<b>PAY CODE</b>	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Program Clerk	2	3308	3444	3585	3730	3886	4045	4202
Procurement & Distribution Asst/Program Asst	3	3708	3859	4022	4185	4357	4534	4711
Program Specialist	5	3758	3913	4074	4241	4416	4595	4772
Accounting Technician	6	3785	3943	4103	4271	4450	4630	4808
Maintenance Worker I	6-1	3768	3924	4085	4252	4428	4609	4785
Property/Evidence Specialist	7	3918	4078	4245	4418	4599	4789	4974
Meter Reader/Repair	8	4387	4566	4751	4950	5150	5363	5570
Administrative Secretary	9	3924	4086	4252	4427	4608	4798	4984
Senior Accounting Technician	10	4268	4443	4626	4813	5008	5217	5419
Traffic Control Systems Tech	14	4560	4748	4943	5144	5355	5575	5792
Facilities/Maintenance Worker II	16-1	4387	4566	4751	4950	5150	5363	5570
WWTP Maint Technician I	17	4448	4635	4822	5019	5225	5439	5649
Wtr Qual Splst/Cross Connect Cntrl Splst	18	4622	4814	5009	5214	5427	5651	5870

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Lead Worker I	20	4688	4884	5082	5290	5508	5734	5957
Equipment Mechanic	21	4668	4856	5054	5263	5479	5704	5923
WWTP Operator	22	4860	5060	5268	5484	5709	5943	6173
WWTP Maint Technician II	23	4883	5082	5290	5507	5734	5967	6200
Lead Worker II	24	5073	5282	5498	5723	5958	6203	6445
Water Quality/WWTP Lead	25	5247	5464	5685	5917	6160	6413	6662
Sr Traffic Control Systems Tech	26	5355	5575	5803	6041	6289	6548	6799

CITY OF MARYSVILLE  
TEAMSTERS PAY GRID

January 1, 2018 with a 2.7% COLA adjustment

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3535	3680	3831	3986	4152	4322	4490
Procurement & Distribution Asst/Program Asst	3	3962	4123	4297	4472	4655	4844	5033
Program Specialist	5	4016	4181	4353	4531	4718	4910	5099
Accounting Technician - UB	6	4044	4213	4384	4564	4755	4947	5137
Maintenance Worker I	6-1	4026	4193	4365	4543	4731	4924	5112
Accounting Technician - AP	7	4186	4358	4535	4720	4914	5117	5315
Property/Evidence Specialist	7-1	4270	4445	4626	4815	5013	5219	5422
Meter Reader/Repair	8	4687	4878	5076	5289	5503	5731	5951
Administrative Secretary	9	4193	4366	4543	4730	4923	5127	5325
Senior Accounting Technician	10	4560	4747	4943	5142	5351	5575	5790
Traffic Control Systems Tech	14	4872	5073	5282	5497	5721	5957	6189
Maintenance Worker II	16-1	4687	4878	5076	5289	5503	5731	5951
WWTP Maint Technician I	17	4753	4952	5152	5363	5583	5812	6036
Facilities Maintenance Worker II (formerly Wtr Qual Splst/Cross Con. Cntrl Splst)	18	4939	5140	5352	5571	5798	6038	6272
Lead Worker I/Records Unit Lead	20	5009	5218	5430	5653	5886	6127	6365
Equipment Mechanic	21	4988	5188	5400	5624	5854	6091	6328
Wtr Qual Splst/Cross Connect Cntrl Splst	22	5087	5294	5512	5739	5972	6218	6460
Water Operator/WWTP Pretreatment Tech.	22-1	5193	5406	5629	5860	6100	6350	6595
WWTP Operator	22-2	5348	5568	5798	6036	6283	6540	6793
WWTP Maint Technician II	23	5217	5430	5653	5884	6127	6376	6624
Lead Worker II	24	5421	5643	5874	6115	6366	6628	6886
Water Quality/WWTP Lead/Water Operations/Maintenance Lead Worker II	25	5606	5835	6075	6322	6582	6852	7118
Sr Traffic Control Systems Tech	26	5721	5957	6200	6455	6720	6997	7265



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A.412 Effective January 01, ~~2016, 2019~~ the monthly rates of pay shall be increased by a ~~two percent (2%)~~ two and seven tenth percent (2.70%) COLA adjustment. The following constitutes the monthly rates of pay for each pay grade for those classifications covered by this Agreement:

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<del>Program Clerk</del>	<del>2</del>	<del>3374</del>	<del>3513</del>	<del>3657</del>	<del>3805</del>	<del>3964</del>	<del>4126</del>	<del>4286</del>
<del>Procurement &amp; Distribution Asst/Program Asst</del>	<del>3</del>	<del>3782</del>	<del>3936</del>	<del>4102</del>	<del>4269</del>	<del>4444</del>	<del>4625</del>	<del>4805</del>
<del>Program Specialist</del>	<del>5</del>	<del>3833</del>	<del>3991</del>	<del>4155</del>	<del>4326</del>	<del>4504</del>	<del>4687</del>	<del>4867</del>
<del>Accounting Technician</del>	<del>6</del>	<del>3861</del>	<del>4022</del>	<del>4185</del>	<del>4356</del>	<del>4539</del>	<del>4723</del>	<del>4904</del>
<del>Maintenance Worker I</del>	<del>6-1</del>	<del>3843</del>	<del>4002</del>	<del>4167</del>	<del>4337</del>	<del>4517</del>	<del>4701</del>	<del>4881</del>
<del>Property/Evidence Specialist</del>	<del>7</del>	<del>3996</del>	<del>4160</del>	<del>4330</del>	<del>4506</del>	<del>4691</del>	<del>4885</del>	<del>5073</del>
<del>Meter Reader/Repair</del>	<del>8</del>	<del>4475</del>	<del>4657</del>	<del>4846</del>	<del>5049</del>	<del>5253</del>	<del>5470</del>	<del>5681</del>
<del>Administrative Secretary</del>	<del>9</del>	<del>4002</del>	<del>4168</del>	<del>4337</del>	<del>4516</del>	<del>4700</del>	<del>4894</del>	<del>5084</del>
<del>Senior Accounting Technician</del>	<del>10</del>	<del>4353</del>	<del>4532</del>	<del>4719</del>	<del>4909</del>	<del>5108</del>	<del>5321</del>	<del>5527</del>
<del>Traffic Control Systems Tech</del>	<del>14</del>	<del>4651</del>	<del>4843</del>	<del>5042</del>	<del>5247</del>	<del>5462</del>	<del>5687</del>	<del>5908</del>
<del>Facilities/Maintenance Worker II</del>	<del>16-1</del>	<del>4475</del>	<del>4657</del>	<del>4846</del>	<del>5049</del>	<del>5253</del>	<del>5470</del>	<del>5681</del>
<del>WWTP Maint Technician I</del>	<del>17</del>	<del>4537</del>	<del>4728</del>	<del>4918</del>	<del>5119</del>	<del>5330</del>	<del>5548</del>	<del>5762</del>
<del>Wtr Qual Splst/Cross Connect Cntrl Splst</del>	<del>18</del>	<del>4714</del>	<del>4907</del>	<del>5109</del>	<del>5318</del>	<del>5536</del>	<del>5764</del>	<del>5987</del>
<del>Lead Worker I</del>	<del>20</del>	<del>4782</del>	<del>4982</del>	<del>5184</del>	<del>5396</del>	<del>5618</del>	<del>5849</del>	<del>6076</del>
<del>Equipment Mechanic</del>	<del>21</del>	<del>4761</del>	<del>4953</del>	<del>5155</del>	<del>5368</del>	<del>5589</del>	<del>5815</del>	<del>6041</del>
<del>Pre-Treatment Technician</del>								
<del>WWTP Operator</del>	<del>22</del>	<del>4957</del>	<del>5161</del>	<del>5373</del>	<del>5594</del>	<del>5823</del>	<del>6062</del>	<del>6296</del>
<del>WWTP Maint Technician II</del>	<del>23</del>	<del>4981</del>	<del>5184</del>	<del>5396</del>	<del>5617</del>	<del>5849</del>	<del>6086</del>	<del>6324</del>
<del>Lead Worker II</del>	<del>24</del>	<del>5174</del>	<del>5388</del>	<del>5608</del>	<del>5837</del>	<del>6077</del>	<del>6327</del>	<del>6574</del>
<del>Water Quality/WWTP Lead</del>	<del>25</del>	<del>5352</del>	<del>5570</del>	<del>5799</del>	<del>6035</del>	<del>6283</del>	<del>6541</del>	<del>6795</del>
<del>Sr Traffic Control Systems Tech</del>	<del>26</del>	<del>5462</del>	<del>5687</del>	<del>5919</del>	<del>6162</del>	<del>6415</del>	<del>6679</del>	<del>6935</del>

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3630	3779	3934	4094	4264	4439	4611
Procurement & Distribution Asst/Program Asst	3	4069	4234	4413	4593	4781	4975	5169
Program Specialist	5	4124	4294	4471	4653	4845	5043	5237
Accounting Technician - UB	6	4153	4327	4502	4687	4883	5081	5276
Maintenance Worker I	6-1	4135	4306	4483	4666	4859	5057	5250
Accounting Technician - AP	7	4299	4476	4657	4847	5047	5255	5459
Property/Evidence Specialist	7-1	4385	4565	4751	4945	5148	5360	5568
Meter Reader/Repair	8	4814	5010	5213	5432	5652	5886	6112
Administrative Secretary	9	4306	4484	4666	4858	5056	5265	5469
Senior Accounting Technician	10	4683	4875	5076	5281	5495	5726	5946
Traffic Control Systems Tech	14	5004	5210	5425	5645	5875	6118	6356

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Maintenance Worker II	16-1	4814	5010	5213	5432	5652	5886	6112
WWTP Maint Technician I	17	4881	5086	5291	5508	5734	5969	6199
Facilities Maintenance Worker II (formerly Wtr Qual Splst/Cross-Con- Cntrl Splst)	18	5072	5279	5497	5721	5955	6201	6441
	<del>18</del>	<del>5072</del>	<del>5279</del>	<del>5497</del>	<del>5721</del>	<del>5955</del>	<del>6201</del>	<del>6441</del>
Lead Worker I/Records Unit Lead	20	5144	5359	5577	5806	6045	6292	6537
Equipment Mechanic	21	5123	5328	5546	5776	6012	6255	6499
Wtr Qual Splst/Cross Connect Cntrl Splst	22	5224	5437	5661	5894	6133	6386	6634
Water Operator/WWTP Pretreatment Tech.	22-1	5333	5552	5781	6018	6265	6521	6773
WWTP Operator	22-2	5492	5718	5955	6199	6453	6717	6976
WWTP Maint Technician II	23	5358	5577	5806	6043	6292	6548	6803
Lead Worker II	24	5567	5795	6033	6280	6538	6807	7072
Water Quality/WWTP Lead/Water Operations/Maintenance Lead Worker II	25	5757	5993	6239	6493	6760	7037	7310
Sr Traffic Control Systems Tech	26	5875	6118	6367	6629	6901	7186	7461

- A.513 Effective January 01, ~~2017~~2020, the parties agree to a 3.0% COLA adjustment, subject to the terms listed in A 13.8 below, and wage reopener as follows: ~~monthly rates of pay shall be increased by a two percent (2%) COLA adjustment. The following constitutes the monthly rates of pay for each pay grade for those classifications covered by this Agreement:~~
- A.13.1 Wage reopener is limited to 2020 wages only, following compensation study, unless otherwise mutually agreed by the parties or required due to changes in the law.
- A.13.2 In 2018, the City will begin a compensation study for Teamster bargaining unit employees. The City will complete the compensation study no later than August 30, 2019.
- A.13.3 The City will use and pay for the same consulting firm that performed the City's 2017 non-represented employee compensation study.
- A.13.4 The consulting firm will be asked to perform a "total cost of compensation" analysis, taking into consideration most aspects of compensation, including base pay, longevity, and specialty premium pay. Items that are difficult to accurately compare in the analysis, such as health insurance plans/premiums, weekend/evening standby pay, and shift differential will be excluded. The consultant will not include hours of work, vacation leave, holiday pay, compensatory time, or sick leave as part of the wage study.
- A.13.5 The City will adhere to the same methodology and implementation, same comparable entities, and same target of the 55<sup>th</sup> percentile as was performed for the City's 2017 non-represented employee compensation study.
- A.13.6 To best compare jobs at the City with the external market, the City anticipates, whenever reasonable, to separate broad job descriptions (e.g., Maintenance Worker II) into more specific job classifications (e.g., Parks Maintenance Worker II, Streets Maintenance Worker II, etc.). The study will be based on current job descriptions. If an external employer does not have current job descriptions available, the outside consulting firm will consult as necessary with the external employer for an accurate description of actual job duties/requirements.

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A.13.7 As part of the compensation study, the City may revise job descriptions to better reflect the external market. Should the City propose changes to working conditions or other mandatory subjects found in the job descriptions, it will provide a draft copy to the Union and agrees to bargain the issue in a timely manner through joint labor-management meetings.

A.13.8 Once the compensation study is complete, wages for 2020 will be OPEN for negotiation, with an estimated completion of negotiations by December 31, 2019, without the City nor the Union waiving its right to bargain regardless of the recommendations of the Study. All wage increases are retroactive to January 1, 2020. However, as was identical for non-represented employees, the City will entertain both upward and downward market adjustments recommended by the Study. The City agrees no individual employee will be subject to a wage reduction. However, employees above the market may be subject to either a wage freeze or only a partial application of the 2020 COLA (i.e., something less than 3.0%). The City does not anticipate adjusting step anniversary dates.

Job-Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3442	3583	3730	3881	4043	4208	4372
Procurement & Distribution Asst/Program Asst	3	3858	4015	4184	4354	4533	4717	4901
Program Specialist	5	3910	4071	4239	4412	4594	4781	4965
Accounting Technician	6	3938	4102	4269	4444	4630	4817	5002
Maintenance Worker-I	6-1	3920	4083	4250	4424	4607	4795	4978
Property/Evidence Specialist	7	4076	4243	4416	4596	4785	4982	5175
Meter Reader/Repair	8	4564	4750	4943	5150	5358	5580	5795
Administrative Secretary	9	4083	4251	4424	4606	4794	4992	5185
Senior Accounting Technician	10	4440	4622	4813	5007	5210	5428	5638
Traffic Control Systems Tech	14	4744	4940	5143	5352	5571	5800	6026
Facilities/Maintenance Worker-II	16-1	4564	4750	4943	5150	5358	5580	5795
WWTP Maint Technician-I	17	4628	4822	5017	5222	5436	5659	5877
W/tr Qual Splst/Cross-Connect Cntrl Splst	18	4809	5005	5211	5425	5646	5879	6107
Lead Worker-I	20	4877	5081	5287	5504	5731	5966	6198
Equipment Mechanic	21	4857	5052	5258	5476	5700	5931	6162
Pre-Treatment Technician								
WWTP Operator	22	5056	5264	5481	5706	5940	6183	6422
WWTP Maint Technician-II	23	5080	5287	5504	5729	5966	6208	6450
Lead Worker-II	24	5278	5495	5720	5954	6199	6454	6705
Water Quality/WWTP Lead	25	5459	5682	5915	6156	6409	6672	6931
Sr Traffic Control Systems Tech	26	5571	5800	6037	6285	6543	6813	7074

Job-Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3739	3892	4052	4217	4392	4572	4749
Procurement & Distribution Asst/Program Asst	3	4191	4361	4545	4731	4924	5124	5324
Program Specialist	5	4248	4423	4605	4793	4990	5194	5394

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Accounting Technician - UB	6	4278	4457	4637	4828	5029	5233	5434
Maintenance Worker I	6-1	4259	4435	4617	4806	5005	5209	5408
Accounting Technician - AP	7	4428	4610	4797	4992	5198	5413	5623
Property/Evidence Specialist	7-1	4517	4702	4894	5093	5302	5521	5735
Meter Reader/Repair	8	4958	5160	5369	5595	5822	6063	6295
Administrative Secretary	9	4435	4619	4806	5004	5208	5423	5633
Senior Accounting Technician	10	4823	5024	5228	5439	5660	5898	6125
Traffic Control Systems Tech	14	5154	5366	5588	5814	6051	6302	6547
Maintenance Worker II	16-1	4958	5160	5369	5595	5822	6063	6295
WWTP Maint Technician I	17	5027	5239	5450	5673	5906	6148	6385
Facilities Maintenance Worker II	18	5224	5437	5662	5893	6134	6387	6634
Lead Worker I/Records Unit Lead	20	5298	5520	5744	5980	6226	6481	6733
Equipment Mechanic	21	5277	5488	5711	5949	6192	6443	6694
Wtr Qual Splst/Cross-Connect Cntrl Splst	22	5381	5600	5831	6071	6317	6578	6833
Water Operator/WWTP Pretreatment Tech.	22-1	5493	5719	5954	6199	6453	6717	6976
WWTP Operator	22-2	5657	5890	6134	6385	6647	6919	7185
WWTP Maint Technician II	23	5519	5744	5980	6224	6481	6744	7007
Lead Worker II	24	5734	5969	6214	6468	6734	7011	7284
Water Quality/WWTP Lead/Water Operations/Maintenance Lead Worker II	25	5930	6173	6426	6688	6963	7248	7529
Sr Traffic Control Systems Tech	26	6051	6302	6558	6828	7108	7402	7685

**A.314** Prior Work Experience - New employees may be given credit for prior work experience in computing entry salary. Such experiences may qualify the employee to start at an advanced Step, up to Step ~~C4~~, of the appropriate classification, with an additional adjustment up to and including Step 5 as the maximum, conditioned upon successful completion of the probationary period. For example, a qualified lateral employee may be hired at Step 4 as the starting salary, and then increased to Step 5 upon completing the probationary period. If the Employer is unable to hire a qualified candidate for a position at or below Step ~~C4~~ and he needs to address a Pay Step greater than ~~C4~~, the Employer shall meet, confer and bargain with the Union over the position and Pay Step before hiring a candidate to fill the position. Employees who have performed bargaining unit work within the prior twelve (12) months shall receive credit for such time worked in determining the employees initial Step as a regular employee, provided such work is comparable to the current position. Length of service for fringe benefits shall begin with the date of becoming a regular employee.

**A.415** Step Advancement - Advancement to Step ~~F5~~ shall occur after twelve (12) months in the preceding Step. Denial of an advancement to Step ~~G-6~~ Merit Step for inadequate performance may be authorized by the Department Director, provided that the employee so affected is served with written notification in advance outlining the reasons. Retention of a merit step may be conditioned upon continued satisfactory performance and participating mandatory in-service training opportunities provided by the Employer, unless excused by the Department Director or his designee.

**A.415.1** The Employer has a process of Annual Employee Evaluations. During an employee's

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annual evaluation if the obtaining of, or retention of merit Step ~~6-6~~ is in doubt, the Supervisor will advise the employee of the reasons why he may not receive or continue to receive, merit pay and what action may be necessary on the part of the employee to correct their deficiencies. If during any year employee performance should jeopardize retention of merit pay, the employee will be counseled on what action may be necessary on the part of the employee and provided thirty (30) days to take the necessary action.

A.516 Promotion - An employee who is promoted from one classification to another shall be placed into not less than the lowest pay Step of the higher classification which still provides for an increase higher than currently being received by the employee prior to the promotion; provided however, in no event shall the increase be less than two point five percent (2.5%) above the rate of the old position.

A.617 Longevity Pay - The following shall be the Longevity pay for employees covered by this Agreement. Increases shall become effective with the employee's anniversary date of employment and upon completion of an employee's fifth (5th) year of service.

05 -10 years	\$70.00 per month
11-15 years	\$95.00 per month
16 - 20 years	\$120.00 per month
21 and over	\$170.00 per month

A.718 Higher Classification: An employee who has been assigned by management to act in a temporary capacity in a higher classification shall be paid at the higher classification in the pay step, which is the lowest step in the higher classification that still provides a minimum ~~2.5~~five percent (5.0%) increase over the employee's regular rate of pay, provided the employee has worked at least ~~one-three~~ (43) shifts and one (1) hour in such capacity following which they will be paid back to hour one (1). If no assignment has been made by management the most senior employee shall be assigned and receive the higher pay.

A.819 Leadperson - In the event the Employer establishes a leadperson position(s), the Employer and Union shall meet to establish the appropriate pay grade for such position.

A.20 The City agrees to give seasonal/temporary maintenance employees in Parks and Public Works who have performed satisfactorily and competently from the previous year the first right of refusal for seasonal positions available the following year. Former seasonal/temporary maintenance employees in Parks and Public Works will receive offers in order based on the following criteria: number of hours worked in the previous seasons and performance.

A.21 The City's hiring practices will remain as they historically have – the City will hire seasonal/temporary maintenance employees in parks and public works based on need, primarily for the period of March through October. The City, however, reserves the right to hire and manage the workforce based on operational needs throughout the year. The City will not terminate or decline to bring back in subsequent seasons a seasonal/temporary maintenance employee in parks and public works based solely on that worker reaching the three hundred forty seven (347) hour threshold and/or higher pay scale. The City may hire seasonal/temporary maintenance employees in parks and public works with the expectation that they will not work more than 1200 hours in a 12 month period.

A.21.1 The City agrees that seasonal/temporary maintenance employees in Parks and Public Works are to be used to supplement the fulltime work force, not supplant it. The City agrees that the type of work assignments performed by seasonal/temporary maintenance employees in Parks and Public Works will remain status quo.

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**1/30/18 updated 6/21/18**

A.22 Local 763 agrees that the initial fee for seasonal/temporary maintenance employees in Parks and Public Works will be spread evenly over four (4) months.

A.23 The City and Local 763 agree to use a rolling twelve (12) month period, rolling backwards, in determining whether a seasonal/temporary maintenance employee in Parks and Public Works has crossed the threshold of three hundred forty seven (347) hours or twelve hundred (1200) hours. The City and Local 763 agree that the first twelve (12) month rolling period will begin on June 1, 2016, and that hours worked by any seasonal/temporary maintenance employee in Parks and Public Works prior to June 1, 2016, will not count toward any threshold for crossing three hundred forty seven (347) or twelve hundred (1200) hours.

A.24 Both parties agree to meet and begin bargaining six (6) months prior to the expiration of the collective bargaining agreement.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS LOCAL UNION  
NO. 763, affiliated with the International  
Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By \_\_\_\_\_  
Scott Sullivan  
Secretary-Treasurer

By \_\_\_\_\_  
Jon Nehring  
Mayor

Date \_\_\_\_\_

Date \_\_\_\_\_

**DRAFT RATIFICATION DOCUMENT  
1/30/18 updated 6/21/18**

**MEMORANDUM OF UNDERSTANDING  
to the  
AGREEMENT**

by and between

**CITY OF MARYSVILLE, WASHINGTON**

and

**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763**

(Representing Employees of the City of Marysville)

January 01, 2015 through December 31, 2017

~~THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.~~

~~This Memorandum of Understanding is entered into by both parties to correct a typographical error. During the negotiation meetings held between the Employer and the Union the parties came to the agreement to modify Article 9.4 Dental Insurance. The City shall purchase Dental Plan F, made available through the Association of Washington Cities, on behalf of the bargaining unit. The bargaining unit shall pay for the difference in cost between Plan A and Plan F through a payroll deduction. The original agreement accidentally stated the bargaining unit shall be covered by plan G. This Memorandum of Understanding memorializes the true agreement and said payments to AWC Plan F shall begin on September 1, 2008.~~

~~PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS LOCAL UNION NO.  
763, affiliated with the International Brotherhood of  
Teamsters~~

~~CITY OF MARYSVILLE, WASHINGTON~~

~~\_\_\_\_\_  
Scott A. Sullivan  
Secretary-Treasurer~~

~~\_\_\_\_\_  
Jon Nehring  
Mayor~~

~~\_\_\_\_\_  
Date~~

~~\_\_\_\_\_  
Date~~

**DRAFT RATIFICATION DOCUMENT**  
**1/30/18 updated 6/21/18**

APPENDIX "Z"  
to the  
**AGREEMENT**  
by and between  
CITY OF MARYSVILLE, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing Employees of the City of Marysville)

January 1, ~~2015-2018~~ through December 31, ~~2017~~2020

**CITY OF MARYSVILLE DEPARTMENTS/DIVISIONS**

- 1) **FINANCE**  
Accounting  
Utility Billing  
Information Services  
City Clerk
  
- 2) **PARKS AND RECREATION**  
Athletics  
Recreation  
Parks/Golf Maintenance
  - Administration
  
- 3) **PUBLIC WORKS**  
Public Works Administration  
Utility Maintenance  
Utility Construction  
Streets  
Solid Waste  
Traffic  
Fleet/Facilities  
Water Resources
  - Surface Water/Vactor
  - Water Quality
  - WWTP
  
- 4) **POLICE**  
Police Clerical
  - Evidence/Property
  - Records
  - Administration
  
- 5) **COMMUNITY DEVELOPMENT**  
Planning and Building
  
- 6) **COURT**



**City of Marysville and Teamsters Local 763**  
**The City's "What If" Proposal Package**  
**Submitted During PERC Mediation: June 15, 2018 (version 2)**

*Union's*

**Previously TA'd Red-Line Contact**

- Unless otherwise modified below, accept all previous TAs from the parties' ~~November 18, 2017 TA~~, as reflected on the January 30, 2018 red-line contract jointly prepared by the parties and previously voted.

**Contract Duration**

- Three (3) years. January 1, 2018 – December 31, 2020.

**Wages**

- January 1, 2018            2.70%  
Retro pay on 2018 base wage will be paid to all bargaining unit employees, including those who separated from the City or promoted out of the bargaining unit during past months in 2018.
- January 1, 2019            2.70%
- January 1, 2020            3.0%\* + WAGE REOPENER  
Wage reopener limited to 2020 wages only, following compensation study, unless otherwise mutually agreed by the parties or required due to changes in the law.  
\*See note regarding 3.0% wage increase in the section below, final bullet.

**WAGE REOPENER**

- In 2018 the City will begin a compensation study for Teamster bargaining unit employees. The City will complete the compensation study no later than ~~December 31, 2019~~ *August 30, 2019*.
- The City will use and pay for the same consulting firm that performed the City's 2017 non-represented employee compensation study.
- The consulting firm will be asked to perform a "total cost of compensation" analysis, taking into consideration most aspects of compensation, including base pay, longevity, and specialty premium pay. Items that are difficult to accurately compare in the analysis, such as health insurance plans/premiums, weekend/evening standby pay, and shift differential will be excluded. The consultant will not include hours of work, vacation leave, holiday pay, compensatory time, or sick leave as part of the wage study.
- The City will adhere to the same methodology and implementation, same comparable entities, and same target of the 55<sup>th</sup> percentile as was performed for the City's 2017 non-represented employee compensation study.
- To best compare jobs at the City with the external market, the City anticipates, whenever reasonable, to separate broad job descriptions (e.g., Maintenance Worker II) into more specific job classifications (e.g., Parks Maintenance Worker II, Streets Maintenance Worker II, etc.). The study will be based on current job descriptions. If an external employer does not have current job descriptions available, the

*Union's*

The City's "What If" Proposal Package *11:45a*  
 Submitted During PERC Mediation

outside consulting firm will consult as necessary with the external employer for an accurate description of actual job duties/requirements.

- As part of the compensation study, the City may revise job descriptions to better reflect the external market. Should the City propose changes to working conditions or other mandatory subjects found in the job descriptions, it will provide a draft copy to the Union and agrees to bargain the issue in a timely manner through joint labor-management meetings.
- Once the compensation study is complete, wages for 2020 will be OPEN <sup>FOR</sup> negotiation, \*without the City nor the Union waiving its right to bargain regardless of the recommendations of the study. \*\* However, as was identical for non-represented employees, the City will entertain both upward and downward market adjustments recommended by the study. The City agrees no individual employee will be subject to a wage reduction. However, employees above the market may be subject to either a wage freeze or only a partial application of the 2020 wage increase (i.e., something less than 3.0%). The City does not anticipate adjusting step anniversary dates. <sup>COLA</sup>

\* with an estimated completion of negotiations by December 31, 2019,

HEALTH INSURANCE \*\* All wage increases are retroactive to January 1, 2020,

- Apply \$2500 signing bonus to employees. Signing bonus payable only to active bargaining unit employees at time of Union ratification (not to employees who have separated from the City or promoted out of the bargaining unit prior to ratification by the Union), plus all other terms and conditions from the January 30, 2018 red-line contract previously voted.

- In a previous TA, Article 9.8, the parties agreed to the following language:

9.8 Changes to Insurance Coverage – During the term of this Agreement, the Employer has the discretion to move from fully-insured to self-insured coverage, or vice versa, provided employee benefit levels are not substantially altered. Should the Employer make such a change, it will notify the Union and agrees to bargain any impacts on employee insurance benefits.

The City does not propose changing this language. However, the City will be exploring self-insurance or alternative insurance models in the coming years. During this process, the Teamsters are invited to participate in the health benefits review committee to provide input on employee benefits.

Dated this 15<sup>th</sup> day of June, 2018.

*Debi Humann*

Debi Humann, for the Union

*Pt alt*


Peter Altman, for the City

# *Index #13*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 7/23/2018**

AGENDA ITEM: Waste 2 Resources Waste Reduction and Recycling Education Grants Agreement with Department of Ecology	
PREPARED BY: Karen Latimer, Utility Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS:	
BUDGET CODE: 41046290.541000	AMOUNT: \$40,000.00

**SUMMARY:**

Staff is requesting authorization to accept a Waste 2 Resources Waste Reduction and Recycling Education (WRRED) grant from the State of Washington Department of Ecology. The grant will be used to support a corrective education program in the multi-family sector to reduce contamination of recyclable materials. This program will be a collaborative effort between the City of Marysville, Waste Management, and several multi-family property managers and owners. Program activities will take place from July 1, 2018 through June 30, 2019.

Total eligible program cost is \$40,000.00. Department of Ecology's share is 75% or \$30,000.00 and the City's share is 25% or \$10,000.00. City funds will be paid from the Solid Waste Division operating budget.

A consulting firm will be hired to lead the collaboration process and conduct education activities at 35 to 50 multi-family properties.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that City Council Authorize the Mayor to sign the Waste 2 Resources Waste Reduction and Recycling Education Grant Agreement No. W2RWRRED-2019-MaryPW-00017 between the State of Washington Department of Ecology and City of Marysville.</p>
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**Agreement No. W2RWRRED-2019-MaryPW-00017**

**WASTE 2 RESOURCES WASTE REDUCTION AND RECYCLING EDUCATION AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF MARYSVILLE PUBLIC WORKS**

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 PUBLIC WORKS, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

**GENERAL INFORMATION**

Project Title:	Multifamily Clean Recycling
Total Cost:	\$40,000.00
Total Eligible Cost:	\$40,000.00
Ecology Share:	\$30,000.00
Recipient Share:	\$10,000.00
The Effective Date of this Agreement is:	07/01/2018
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Solid Waste Education

Project Short Description:

The City of Marysville Public Works will identify contamination in multifamily recycling programs and provide education support to reduce contamination of recyclable materials.

Project Long Description:

The Multifamily Clean Recycling project will be a collaborative effort between the RECIPIENT, Waste Management (WM) - the

State of Washington Department of Ecology  
Agreement No: W2RWRRED-2019-MaryPW-00017  
Project Title: Multifamily Clean Recycling  
Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

contracted recycling service provider, and Blue Marble Environmental.

The audience for this project is medium to large multifamily properties in the City of Marysville. The materials and education will be available and provided in English and Spanish. This includes recycling instructions and customized “recycle right” messaging in English and Spanish, as well as Spanish speaking recycling education and outreach staff for door to door and education presentations.

The project will provide a multi-pronged approach to identifying contamination in the multifamily target audience and provide specific and coordinated education to property management and residents to correct contamination occurrences and change behavior. The RECIPIENT will utilize WM driver reports of contamination to identify an initial target group of properties. The recycling consultant education team will conduct container monitoring to clearly identify the contamination issues present at each multifamily property.

The RECIPIENT will target 35 to 50 multifamily properties with this project. The RECIPIENT will work with property management to provide technical assistance to minimize contamination and craft an education plan for residents that addresses identified contamination problems.

The RECIPIENT will monitor recycling programs in participating properties. This will include WM collection driver notes (WM “Haul & Call” program), and consultant staff cart monitoring. The RECIPIENT will record observations of recycle carts and contamination occurrences and measure success based upon consistent improvement observed and clean recyclable materials collected.

The RECIPIENT will provide a feedback communication loop with property management and employ multiple approaches to changing behavior and correcting contamination issues – and rewarding behavior change that results in clean recyclables. Success will be based on field monitoring of recycle carts, resolution of observed contamination issues, and collection of improved and clean recyclables throughout the project timeline.

The resident education will include door to door recycling engagement with residents, distribution of recycling instructions to residents, and recycling education presentations to residents via tabling events or presentations in common areas. The approach will also include recycling technical assistance with regard to recycle cart location, signage, attention getting decals/signage and overall design work to minimize contamination occurrences.

Overall Goal:

Reduce contamination of recyclable materials generated from the City of Marysville multifamily community. Provide recycling education support to residents that addresses and corrects specific contamination of recyclables identified by cart monitoring and service provider driver observations at time of recycle cart collection. Monitor recycling carts and apply multiple education strategies to correct contamination occurrences.

State of Washington Department of Ecology  
 Agreement No: W2RWRRED-2019-MaryPW-00017  
 Project Title: Multifamily Clean Recycling  
 Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

**RECIPIENT INFORMATION**

Organization Name: CITY OF MARYSVILLE PUBLIC WORKS  
 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**

<p><b>Project Manager</b></p>	<p>Jack Harris</p> <p>5419 Greenwood Ave North          Seattle, Washington 98103          Email: jharris@seanet.com          Phone: (206) 755-5225</p>
<p><b>Billing Contact</b></p>	<p>Karen Latimer          Utility Manager</p> <p>80 Columbia Avenue          Marysville, Washington 98270          Email: klatimer@marysvillewa.gov          Phone: (360) 363-8161</p>
<p><b>Authorized Signatory</b></p>	<p>Karen Latimer          Utility Manager</p> <p>80 Columbia Avenue          Marysville, Washington 98270          Email: klatimer@marysvillewa.gov          Phone: (360) 363-8161</p>

State of Washington Department of Ecology  
 Agreement No: W2RWRRED-2019-MaryPW-00017  
 Project Title: Multifamily Clean Recycling  
 Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
 Waste 2 Resources  
 PO BOX 47600  
 Olympia, WA 98504-7600

Physical Address: Waste 2 Resources  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Kelsey Dunne</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: KDUN461@ecy.wa.gov                  Phone: (360) 407-6129</p>
<p><b>Financial Manager</b></p>	<p>Kelsey Dunne</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: KDUN461@ecy.wa.gov                  Phone: (360) 407-6129</p>

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$4,000.00**

Task Title: Project Administration

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report; submittal of required performance items; and compliance with applicable procurement and contracting requirements.

B. The RECIPIENT will, along with each request for reimbursement, prepare and submit a progress report to ECOLOGY’s project manager through Ecology’s Administration of Grants and Loans (EAGL) on line grant management system. The reports shall include, at a minimum, the following information:

1. A comparison of actual accomplishments to the objectives established for the reporting period.
2. The reasons for any delays if the project does not meet established objectives.



State of Washington Department of Ecology  
 Agreement No: W2RWRRED-2019-MaryPW-00017  
 Project Title: Multifamily Clean Recycling  
 Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

- 3. Plan and schedule of activities for the upcoming two months.
- 4. Analysis and explanations of any cost overruns.
- 5. Any additional pertinent information.

C. The RECIPIENT shall submit a Recipient Closeout Report encompassing the entire project with their last payment request. The RECIPIENT shall submit the final payment request and Recipient Closeout Report by July 30, 2019.

D. The RECIPIENT must manage and carry out this project in accordance with any completion dates outlined in this agreement.

**Task Goal Statement:**

The goal of this task is to properly managed and fully documented project that meets ECOLOGY’s grant administration requirements.

**Task Expected Outcome:**

Expected outcomes include timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report. All project documentation must be properly maintained.

**Recipient Task Coordinator:** Karen Latimer

**Project Administration Deliverables**

Number	Description	Due Date
1.1	Payment Request/Progress Report	10/30/2018
1.2	Payment Request/Progress Report	01/30/2019
1.3	Payment Request/Progress Report	04/30/2019

State of Washington Department of Ecology  
 Agreement No: W2RWRRED-2019-MaryPW-00017  
 Project Title: Multifamily Clean Recycling  
 Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

**SCOPE OF WORK**

Task Number: 2 **Task Cost:** \$36,000.00

Task Title: Multifamily Clean Recycling

Task Description:

The task will include identification of 35 to 50 properties with contamination in recycle carts. Cart monitoring and measurement of contamination will be conducted by the service provider and consultant team. Levels of contamination will be measured in recycling carts (listing contamination items and amount from cart lid lifting). Cart monitoring inspections and evaluations will occur the day before recycle cart collection.

The RECIPIENT will develop a recycling education engagement plan to reduce contamination of recyclables. The RECIPIENT will conduct on-going cart monitoring and evaluations applying education specific to identified contamination issues in English and Spanish. The RECIPIENT will use multiple methods to provide education and outreach including but not limited to signage, announcements, door to door visits, and presentations.

The RECIPIENT will provide technical assistance with cart location, access to carts, and designing recycling programs to avoid contamination occurrences. The RECIPIENT will provide feedback to management and residents on levels and ratings of clean recycling and contamination results.

The RECIPIENT will conduct team coordination and planning meetings at least quarterly.

The RECIPIENT will submit all presentation and promotional materials to ECOLOGY for review in accordance with section 18 of the General Terms and Conditions for this agreement.

Task Goal Statement:

The goal of this task is to develop an effective and successful approach to reducing contamination of recyclables in residential multifamily properties in City of Marysville.

Task Expected Outcome:

Overall outcome expectation is reduction of contamination in recycle carts by 50% of initially assessed level of contamination in carts.

Recipient Task Coordinator: Jack Harris  
**Multifamily Clean Recycling Deliverables**

Number	Description	Due Date
2.1	Project audience identification. Recycle cart monitor and evaluation. Introduction & Invitation to multifamily properties to participate. Target audience routing & mapping for efficiency and collection days / cart monitor plan.	09/30/2018

Agreement No: W2RWRRED-2019-MaryPW-00017  
 Project Title: Multifamily Clean Recycling  
 Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

2.2	Develop education plan specific to individual properties. Provide support recycle technical assistance (cart location and cart access design). Develop education materials specific to property needs. Resident education plan implementation begins.	12/31/2018
2.3	Recycle education plan implementation - door to door engagement, presentations, recycle reminders, etc. Monitor recycle programs with on-going education assessment. Provide feedback to residents and management along the course of the project.	03/31/2019
2.4	Recycle program education plan on-going. Cart monitoring on-going. Providing feedback information loop to residents on-going. Program monitoring and evaluation occurring. Final project accounting and reporting occurs.	06/30/2019

DRAFT



<b>Total</b>		<b>\$ 10,000.00</b>	<b>\$ 30,000.00</b>	<b>\$ 40,000.00</b>
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**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**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.

State of Washington Department of Ecology  
Agreement No: W2RWRRED-2019-MaryPW-00017  
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8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**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.frs.gov](http://www.frs.gov) <http://www.frs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.frs.gov](http://www.frs.gov) <http://www.frs.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.

State of Washington Department of Ecology  
Agreement No: W2RWRRED-2019-MaryPW-00017  
Project Title: Multifamily Clean Recycling  
Recipient Name: CITY OF MARYSVILLE PUBLIC WORKS

### 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:
  - 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.

State of Washington Department of Ecology  
Agreement No: W2RWRRED-2019-MaryPW-00017  
Project Title: Multifamily Clean Recycling  
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- 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](mailto: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.

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.



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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

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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:

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- 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 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.

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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 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.

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### 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 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

Version 10/30/2015

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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 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 #15*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 23, 2018**

<b>AGENDA ITEM:</b>	
Wastewater Treatment Plant Sand Filter Rehabilitation and Expansion	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jason Crain – Water Resources Supervisor	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
1) Price quotation; 2) Sole source letter	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40230594.563000	\$156,000.00
<b>SUMMARY:</b>	

Marysville's Wastewater Treatment Plant (WWTP) DynaSand® Filter effluent filters, constructed in 1992 (phase 1) and 2004 (phase 2), have reached the end of their useful life and are in need of rehabilitation. Excess filter capacity is not available, so it will be necessary to construct additional filters as part of this project so filter cells can be taken out of service for an extended duration during the inspection and rehabilitation process.

There are currently three active and one future sand filter banks. Expansion into a portion of the future sand filter bank will provide an additional 1.65 MGD capacity when the rehabilitation and expansion project is complete. The additional capacity will be used to distribute the load across the filters. This will be particularly helpful during algae and Daphnia blooms when we struggle to meet NPDES waste discharge permit limits for total suspended solids.

This project was discussed at the June 29, 2018 Public Works Committee meeting at which time staff stated this project would be brought forward to City Council at a future date. Staff moved forward with obtaining a price quotation from Parkson Corporation, the sole source manufacturer/supplier of the DynaSand® Filter equipment. The price quotation received on July 13, 2018 is valid for 30 days. Parkson usually honors the price quotation beyond the expiration date. However, on July 18, 2018 Parkson contacted staff and advised us that the equipment cost is expected to increase significantly, nearly double the price, after the quote expiration date of August 13, 2018.

**RECOMMENDED ACTION:**

Staff recommends that City Council authorize the Mayor to approve the purchase of DynaSand® Filter equipment from Parkson Corporation in the amount of \$156,000.00 including freight and Washington State sales tax.





## Quotation

<b>NUMBER:</b>	B01501681 r.13	<b>DATE:</b>	7-13-2018
<b>TO:</b>	Marysville WWTP 80 Columbia Ave. Marysville, WA 98270 Attn: Jeff Cobb Phone: 360-363-8126 Email: jcobb@marysvillewa.gov	<b>REF.:</b>	Marysville, WA Sand Filter Expansion Original Serial #: DSF-2263 and 150664

Parkson Corporation is pleased to provide this quotation for the following:

**ITEM 1 PARTS FOR EXPANSION INTO TWO (2) EXISTING CELLS – TOTAL OF EIGHT (8) MODULES. DYNASAND® CONTINUOUS BACKWASH SAND FILTER MODULES, MODEL DSF-50 DBTF (*Parkson reference #B01501681*)**

**1.A Equipment Description:**

1. Eight (8) bottom hopper cones
2. Two (2) sets of reject piping
3. One (1) set of spare parts
4. Diamond plate grating for two (2) cells.

**1.B Materials of Construction:**

1. Bottom cone: FRP
2. Reject: PVC
3. Nuts, bolts and fasteners: 304 SS
4. Anchor bolts: 304 SS

**ITEM 2 SAND FILTER MEDIA FOR TWO (2) CELLS**

**2.A Filter Media (by Parkson) for two (2) cells**

1. Type: Silica Dioxide
2. Filtration depth: 80"
3. Effective size: 1.7 mm
4. Uniformity coefficient: Consult factory prior to shipment
5. Shipping weight: 143 tons
6. All media will conform in all respects to the latest edition of AWWA B-100.
7. Media will be shipped in 3000# or 4000# SuperSacks.

**2.B Start-Up Assistance:**

Parkson will furnish one factory representative for 2 days during 1 trip to assist in installation inspection, start-up supervision, and operator training. Dates of service to be scheduled upon Buyer's written request.



**2.C Drawings and Installation, Operation and Maintenance (IO&M) Manuals:**

- 1. Approval Drawings: One (1) electronic included
- 2. Certified Drawings: One (1) electronic included
- 3. IO&M Manuals: One (1) included

Additional manuals are available for \$75 USD at time of order.

**ITEM 3 SERVICES**

**3.A Performance Guarantee:**

Not applicable.

**3.B Mechanical Warranty:**

See Section XVI on the attached Standard Conditions of Sale.

**PURCHASE PRICE:**

ITEMS 1, 2 and 3 for ..... **\$156,000.00** USD  
F.O.B. Point of Manufacture, freight included, taxes included.

**PAYMENT TERMS:** 90% net 30, 10% upon startup, not to exceed 180 days after shipment.

Within ten (10) business days of receiving a written Purchase Order in Parkson's office, if necessary, Parkson will submit a written Request for Additional Information requesting items including, but not limited to, full-scale drawings, specification sections, amendments and other documents necessary for Parkson to begin work on this Project. No work can be done on this Project until all Additional Information is received by Parkson, thus beginning the Submittal Phase. If you do not receive such a Request for Additional Information within the stated ten (10) business days, then the Submittal Phase will begin on the eleventh (11<sup>th</sup>) business day following receipt of the written Purchase Order in Parkson's office. The Shipment Phase is thereafter contingent upon your final approval of all submitted Approval Drawings. Once said final approval is received in Parkson's offices, the Shipment Phase will begin.

Submittal Phase: Waived.

Shipment: 12-14 weeks following receipt of final approval of all submitted Approval Drawings in Parkson's office. Delivery will be another 4 weeks from shipment date.

If the Submittal Phase is waived, the Shipment Phase will begin on receipt of all requested Additional Information if necessary, or if not necessary, on the eleventh (11<sup>th</sup>) business day following receipt of a written Purchase Order in Parkson's offices.

**Dates are subject to confirmation upon receipt of written Purchase Order.**

**TERMS AND CONDITIONS:**

Parkson's Standard Conditions of Sale, as stated on the attached, shall apply.

**PATENTS:**

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

**CLARIFICATIONS AND EXCEPTIONS:**

~~To clarify, filter media for the second cell is not included in this scope of supply.~~

**BUYER/OWNER RESPONSIBILITY:**

- Isolation valves.
- Walkway, platforms, handrails, grating, and access ladders/stairs unless stated otherwise.
- Concrete and concrete design.
- Chemicals, chemical feed systems and instrumentation other than those detailed above.
- Automatic samplers or other test equipment and performance test.
- Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
- Readiness of the Equipment before requesting start-up service. Non-readiness may incur additional charges.
- Compatibility of Equipment materials of construction with process environment.
- Electrical connection and interconnecting wiring. Controls require 10 Amps at 110V.
- Interconnecting piping.
- Any other auxiliary equipment or service not detailed above.

Please return one signed copy of this Quotation, or your Purchase Order, to Parkson Corporation at the address below. Refer to this Quotation, date, and related correspondence.

**Issued By:**

**PARKSON CORPORATION**  
1401 West Cypress Creek Road  
Fort Lauderdale, FL 33309-1969

**Accepted By:** (Herein called the Buyer)

Name: Brian Frewerd  
Title: Senior Product Manager  
Date: 7-13-2018

Name  
Title:  
Date:

Enclosures: Standard Conditions of Sale, Quotation Addendum

Local Rep: Mike Reilly  
Wm. H. Reilly & Co.  
910 SW 18<sup>th</sup> Ave.  
Portland, OR 97205  
Office Phone: 501-223-6197  
Cell Phone: 503-720-0722  
Email: mreilly@whreilly.com

cc: Zorana Kojic, Dave Chew, Ron Maiorana, Mike Reilly

DSF DynaSand Concrete 4/7/17 Supersedes 3/19/09



## Standard Conditions of Sale

**I. GENERAL:** All references to Parkson (or any derivative thereof) shall mean Parkson Corporation and all references to Buyer shall mean the customer named in a purchase order, quotation or proposal (collectively referred to herein as "quotation"). All quotations from Parkson shall be considered solicitations of offers and all purchase orders placed by Buyer shall be considered offers, which can only be accepted in writing by Parkson. Buyer shall either sign Parkson's quotation, or in the alternative, issue a non-conflicting purchase order containing necessary information, such as site name, price schedule, type and quantity of product, requested delivery date and delivery instructions. Parkson hereby objects to and rejects any and all additional or different terms proposed by Buyer, whether contained in Buyer's request for quotation, purchase order, purchasing or shipping release forms. Notwithstanding any terms or conditions that may be included in Buyer's purchase order form or other communications, Parkson's acceptance is conditional upon Buyer's assent to the terms and conditions set forth herein. It is agreed that sales are made only on the terms and conditions herein and any other terms or conditions shall not become a part of the agreement unless expressly agreed to in writing by Parkson. Parkson's failure to object to any terms or conditions contained in Buyer's purchase order or other communication shall not be deemed to be acceptance of such terms or conditions. These terms and conditions shall be deemed incorporated (as though set forth in full) into any agreement entered into between Parkson and Buyer unless otherwise noted in writing. Parkson reserves the right, without any increase in price, to modify the design and specifications of Parkson products, provided that the modification does not adversely affect the original performance specifications as specified by Parkson or as requested by Buyer. Shipments, deliveries and performance of work shall at all times be subject to the approval of Parkson's Credit Department. Parkson may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Parkson.

**II. PRICES, TERMS OF PAYMENT & TAXES:** (a) **PRICES:** Unless expressly stated to be firm for a definite period, Parkson's offers are subject to change without notice, and in all cases are subject to withdrawal at any time before acknowledgment by Buyer. Quoted prices are firm for only thirty (30) days. Orders placed after thirty (30) days are subject to price increases in Parkson's sole discretion. Prices on acknowledged orders are firm for the agreed upon delivery time. Customer requests to extend originally agreed upon delivery date(s) will be subject to price escalation. If a price is stated in the quotation, it is based upon shipment of the quantities and quality requested by Buyer and on the basis of Parkson's internal delivery schedule at the time of preparation of said quotation. (b) **TERMS OF PAYMENT:** Payments against invoices shall be due and payable thirty (30) days from the date of delivery to a carrier, or upon receipt of an invoice from Parkson, whichever first occurs. If in Parkson's opinion, Buyer's financial condition does not justify continuation of production or shipment on the terms of payment specified, Parkson may, upon written notice to Buyer, cancel or suspend any outstanding order or part thereof, unless Buyer shall promptly pay for all goods delivered or shall make advance payments to Parkson as it, at its option, shall determine. If Buyer delays shipment for any reason, date of readiness for shipment shall be deemed to be the date of shipment for payment purposes. If Buyer delays manufacture for any reason, a payment shall be made based on purchase price and percentage of completion, with the balance payable in accordance with the terms as stated. If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to Parkson's right to immediate payment, be increased by 1½% per month on the unpaid balance, not to exceed the maximum amount permitted by law. If at any time in Parkson's judgment Buyer may be or may become unable or unwilling to meet the terms specified herein, Parkson may require satisfactory assurance or full or partial payment as a condition to commencing, or continuing manufacture, or in advance of shipment. (c) **TAXES:** Except for the amount, if any, of tax stated in a Parkson quotation, the prices set forth therein are exclusive of any amount for federal, state, local, excise, sales, use, property, in-country, import, VAT or similar taxes or duties. Such prices also exclude permit, license, customs and similar fees levied upon shipment of Parkson products.

**III. SHIPMENT/STORAGE:** (a) **SHIPMENT:** The anticipated shipment date(s) set forth in the quotation is/are approximate and subject to change. Notwithstanding other limitations set forth by Parkson, Parkson shall not be liable for any delays in shipment which are caused by events beyond the control of Parkson including, but not limited to, delays caused by inaccurate or incomplete data, changes or revisions in the work to be performed, tardy approval of drawings by Buyer, acts of Buyer or Buyer's agent, Force Majeure, accidents, strikes, inability to obtain labor or materials, or delay in transportation. Parkson shall have the right to extend the anticipated shipment date for up to ten (10) business days, for any reason, provided Parkson shall give Buyer written notice of such delay prior to the scheduled shipping date. Buyer's order will be crated for domestic truck shipment and Parkson assumes no responsibility for loss of, or damage to, the equipment following delivery to a carrier, who shall be deemed to be acting as agent for Buyer, and the equipment shall thereafter be at the Buyer's sole risk. It is Parkson's policy to ship its equipment "Bill Collect," and the carrier will mail its invoice(s) directly to Buyer's billing address, unless otherwise agreed to in writing. (b) **STORAGE:** Once Buyer has been notified that its order is ready for shipment, if Buyer requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory and Buyer shall execute Parkson's Transfer of Title form evidencing transfer of title and transfer of risk of loss from Parkson to Buyer pursuant to Section IV below. In the event that Buyer shall refuse to execute Parkson's Transfer of Title form and/or if the fabricator is unable to withstand storage of the equipment, Parkson shall have the right, at its sole discretion, to transfer the equipment to an intermediate storage facility, all at Buyer's cost, whereby transfer of title and risk of loss will be deemed to pass, pursuant to Section IV below, when the products are delivered to the carrier at the factory. All costs associated with shipping the equipment to said storage facility or from said storage facility to the job site (or any other site requested by Buyer) shall be the responsibility of Buyer. Buyer shall reimburse Parkson upon demand for any costs incurred by Parkson in connection with said storage, including without limitation, steps taken to protect the equipment from the elements, transport, storage facility fees, insurance, etc. Any delay in shipment requested or caused by Buyer or its agents will not affect the Terms of Payment above.

**IV. TITLE & RISK OF LOSS:** Parkson's prices are F.O.B. Parkson's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Buyer upon delivery to a carrier; except that a security interest in the equipment or any replacement shall remain in Parkson's name, regardless of mode of attachment to realty or other property, until the full purchase price has been received by Parkson. Buyer agrees to do all acts necessary to perfect and maintain said security interest, and to protect Parkson's interest by adequately insuring the products against loss or damage from any external cause, including during any storage or transport, with Parkson named as insured or co-insured.



Any claim by Buyer against Parkson for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from Parkson in the condition claimed. Parkson shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Buyer that these shipments be made in total. Any shipments returned to Parkson as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Parkson, including any storage costs as set forth in Section III above.

**V. ERECTION:** Unless otherwise agreed in writing, products are assembled, installed and/or erected by and at the full expense of Buyer.

**VI. CANCELLATION & BREACH:** Buyer agrees that Parkson products are specially manufactured goods that are not suitable for sale to others in the ordinary course of business. Therefore, purchase orders placed with Parkson cannot be canceled without recourse, nor shipments of goods made up, or in process, be deferred beyond the original shipment dates specified, except with Parkson's written consent and upon terms which shall indemnify Parkson against all loss. In the event of cancellation or the substantial breach of the agreement between Buyer and Parkson, including without limitation, failing to make payment when due, Buyer agrees that Parkson will suffer serious and substantial damage which will be difficult, if not impossible, to measure, both at the time of entering the agreement and as of the time of such cancellation or breach. Therefore, the parties agree that upon such cancellation or breach, the Buyer shall pay to Parkson the sums set forth below which Parkson and Buyer do hereby agree shall constitute agreed and liquidated damages in such event:

- a. If cancellation or breach shall occur after the acceptance of the purchase order but prior to mailing of general arrangement drawings by Parkson to Buyer, liquidated damages shall be 10% of the selling price.
- b. If cancellation or breach shall occur within thirty (30) days from the mailing of general arrangement drawings by Parkson to Buyer, the liquidated damages shall be 30% of the selling price.
- c. If the cancellation or breach occurs after thirty (30) days from the mailing of general arrangement drawings by Parkson to Buyer, but prior to notification that the order is ready for shipment, the liquidated damages shall be the total of 30% of the selling price plus the expenses incurred, cost of material, and reasonable value of the work expended to fill the respective order by Parkson's engineers and other employees, agents and representatives after the mailing of general arrangement drawings by Parkson to Buyer. All sums will be determined at the sole reasonable discretion of Parkson provided, however, that the total liquidated damages under this provision shall not exceed the total selling price.
- d. If cancellation or breach shall occur after Parkson has notified Buyer that the order is ready for shipment, then the liquidated damages shall be the total selling price.

**VII. DRAWINGS & SPECIFICATIONS:** In the event that drawings are sent to Buyer for approval after an order is placed, the drawings must be returned marked "Approved" or "Approved As Noted" within twenty (20) calendar days after receipt unless otherwise noted. In the event that Buyer's written comments are not given within the twenty (20) day period, Parkson shall deem the items approved.

**VIII. CORRECTIVE WORK & "BACK CHARGES".** In no event shall any work be done, or services or material be purchased or expense otherwise incurred by the Buyer for the account of Parkson until after full and complete particulars (including an estimate of material cost) have been submitted in writing and approved in writing by Parkson. Parkson must be given the opportunity to discuss and research alternative methods to lower the costs involved in such corrective work. Unless agreed-upon in writing by Parkson, Parkson will not be liable for labor costs, overhead, administrative costs, interest or any other consequential or indirect costs Buyer incurs. Returned items will not be accepted unless Parkson has previously agreed to such return in writing and supplied written return-shipment instructions to Buyer.

**IX. SELECTION OF MATERIALS:** Because all Parkson products are specially manufactured products, the material make-up of many of Parkson's products varies from project to project. The determination of the materials' suitability and adaptability (including without limitation, paints and/or coatings) to the specific needs of the Buyer is solely the Buyer's choice and responsibility.

**X. CONFIDENTIAL INFORMATION & IMPROVEMENTS:** The design, construction, application and operation of Parkson's products, services and relevant documentation embody proprietary and confidential information; therefore, Buyer will maintain this information in strict confidence, will not disclose it to others, and will only use this information in connection with the use of the products or to facilitate the provision of services sold by Parkson. Buyer will not copy or reproduce any written or printed materials or drawings furnished to Buyer by Parkson. Buyer agrees to immediately return all confidential material to Parkson if requested in writing by Parkson. Buyer will not copy any information provided by Parkson or make any design drawings of Parkson's equipment and will not permit others to copy or make any design drawings of the equipment. Parkson shall have a royalty-free license to make, use and sell, any changes or improvements in the products invented or suggested by Buyer or its employees. Buyer acknowledges that a remedy at law for any breach or attempted breach of this Section will result in a harm to Parkson for which monetary damages alone will not be adequate. Buyer covenants and agrees that neither it nor any of its affiliates will oppose any demand for specific performance and injunctive and other equitable relief in case of any such breach or attempted breach. Notwithstanding anything to the contrary herein, Parkson may seek enforcement of any breach of this Section without the necessity of complying with the provisions regarding resolution of disputes herein.

**XI. FIELD SERVICE:** Field Service included in the quotation will only be scheduled upon written request and may be subject to credit approval. Should the Buyer have outstanding balances due Parkson, no startup / field service will be scheduled until such payments are received by Parkson. The Buyer assumes all responsibility for the readiness of the system when it requests startup service. Should Parkson's Field Service Engineer arrive at the jobsite and determine that the system cannot be started up within a reasonable time, Parkson shall have the option to bring the Field Service Engineer home and bill the Buyer for time, travel and living expenses. Additional field service is available from Parkson at the prevailing per-diem rate at the time of the



request for service plus all travel and living expenses, portal-to-portal. A purchase order or change order will be required prior to scheduling this additional service.

**XII. LIMITATION OF LIABILITY:** Unless expressly agreed to in writing by Parkson, all damages not direct and actual in nature, including without limitation, consequential, incidental, indirect, exemplary and punitive damages, shall be expressly prohibited damages. Such prohibited damages include, but are not limited to, lost rent or revenue; rental payments; costs (increased or not) of administration or supervision; costs or delays suffered by others unable to commence work or provide services as previously scheduled for which a party to this contract may be liable; increased costs of borrowing funds devoted to the project (including interest); delays in selling all or part of the project upon completion; damages caused by reason of Force Majeure or acts of God (with the broadest statutory or court of law definition possible); termination of agreements to lease or buy all or part of the project, whether or not suffered before completion of services or work; forfeited bonds, deposits, or other monetary costs or penalties due to delay of the project; interest for any reason assessed to Buyer; increased taxes (federal, state, local, or international) due to delay or recharacterization of the project; lost tax credits or deductions due to delay; impairment of security; attorney and other legal fees for any reason assessed to Buyer, loss of use of the Equipment or any associated Equipment, costs of substitute Equipment, facilities or services, down time costs, claims of customers of Buyer for such other damages; or any other indirect loss arising from the conduct of the parties. Parkson only agrees to responsibility for damages from proven negligent and willful acts of its direct employees only.

**XIII. APPLICABLE LAWS & GOVERNING LAW:** To the best of Parkson's knowledge, Parkson products comply with most laws, regulations and industrial practices; however, Parkson does not accept responsibility for any state, city or other local law not specifically brought to Parkson's attention. For OSHA compliance, (1) Parkson is only liable for those OSHA standards that are in effect as of the date of the quotation, and to the extent they are applicable to the performance of Parkson. (2) Parkson is only responsible for the physical characteristics of the product(s) and not for the circumstances of the use of the product(s). (3) Parkson's liability through any noncompliance to OSHA shall be limited to the cost of modifying the product(s) or replacing the non-complying product(s) or component(s) after receipt of prompt written notice of noncompliance. The rights and obligations of Buyer and Parkson shall be governed by and interpreted in accordance with the substantive laws of the state of Florida including the uniform commercial code of Florida, excluding conflicts of law and choice of law principles.

**XIV. DISPUTE RESOLUTION:** Any issue, difference, claim or dispute ("Action") that may arise out of or in connection with the project referenced in the quotation, including these terms and conditions, shall be first resolved by negotiation at the highest executive levels between the Buyer and Parkson. If said negotiation is unsuccessful, any said Action or any transactions contemplated hereby or in the Quotation shall be finally settled under **BINDING ARBITRATION** in Broward County, Florida. Any such arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association and shall be overseen by one (1) single arbitrator. Buyer and Parkson shall agree upon a single arbitrator or, if Buyer and Parkson cannot agree upon an arbitrator within thirty (30) days, then the Buyer and Parkson agree that the American Arbitration Association shall appoint a single arbitrator. In the event that an Action is brought, the prevailing party shall be entitled to be reimbursed for, and/or have judgment entered with respect to, all of its costs and expenses, including reasonable attorney's fees' and legal expenses. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

**XV. PATENTS:** Parkson shall indemnify Buyer against any judgment for damages and costs which may be rendered against Buyer in a suit brought on account of the alleged infringement of any United States patent by any product supplied by Parkson, unless (a) the alleged infringement occurs as a result of any alteration or modification to the product or the use of the product in combination with the products or services of any party other than Parkson, or (b) the product was made in accordance with materials, designs or specifications furnished or designated by Buyer, in which case Buyer shall indemnify Parkson against any judgment for damages and costs which may be rendered against Parkson in any suit brought on account of the alleged infringement of any United States patent by such product or by such materials, designs or specifications; provided that prompt written notice be given to the party from whom indemnity is sought of the bringing of the suit and an opportunity be given to such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending it shall be rendered. Parkson shall in no event be liable to Buyer for special, indirect, incidental or consequential damages arising out of allegation of patent infringement.

**XVI. MECHANICAL WARRANTY:** For a period of one (1) year following the Equipment shipment date ("Warranty Period"), Parkson's Equipment is limitedly warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation instructions, this policy and maintenance/operating procedures. To make claim under this Warranty, Buyer must notify Parkson within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Parkson or its service representative. Parkson Equipment may be deemed nonconforming only by an authorized Parkson representative. **Returns will not be accepted unless Parkson has authorized said return in writing.** If Parkson's inspection indicates nonconforming materials and/or workmanship, the Equipment will, at Parkson's option, either be repaired or replaced without charge. Upon receipt of Parkson's written consent, Equipment may be promptly returned to Parkson, F.O.B. its factory. However, under certain circumstances, Parkson may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Parkson, its employees and/or representatives, free of charge, on-site access to the Project site, and any necessary utilities and plant personnel needed by Parkson for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

**The following will void this Warranty:**

- (A) Equipment is used for purposes other than those for which it was designed;
- (B) Equipment is not used in accordance with generally approved practices;
- (C) Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, or vandalism;



- (D) Unauthorized alterations to or modifications of the Equipment not approved by Parkson, in writing;
- (E) Abuse, neglect or misuse of Equipment, including without limitation, operation of Equipment after a defect is discovered;
- (F) Operation of Equipment by persons not properly trained for that purpose;
- (G) Failure to operate the Equipment in accordance with Parkson's specifications, O&M manuals or other written guidelines; and/or
- (H) Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

**BE ADVISED:** Parkson is not liable for any corrective work or expenditure that has not been authorized by Parkson in writing prior to the commencement of such work and prior to committing to such expenditures. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Parkson's current per diem, plus all travel and living expenses. Onsite labor and freight are not covered by this Warranty. This Warranty does not cover normal wear and tear. Following a Warranty claim, verification of proper operation and maintenance is required. Physical damage due to external forces and/or accident is not covered by this Warranty. The effects of corrosion and unforeseeable influent characteristics are excluded from this Warranty. Actions by 3<sup>rd</sup> parties in causing nonconformity of the Equipment are not covered under this Warranty.

**THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**

**XVII. INDEMNIFICATION:** Buyer shall comply and require its employees to comply with all instructions given by Parkson regarding installation, use and maintenance of the Equipment sold by Parkson and shall require its employees to use reasonable care and all safety devices in the operation and maintenance of said Equipment. Buyer shall not remove or permit removal or modification of any safety device, warning sign or label. Buyer shall immediately give Parkson written notice of any personal injury or property damage arising out of the use of the Equipment and cooperate with Parkson in investigating any such accident or malfunction. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind and nature (including attorney's fees) for personal injury or property damage arising from or in any way connected with the operations, activities or use of the Equipment sold by Parkson if Buyer fails to fulfill any of the foregoing obligations. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) which may be asserted against Parkson and its suppliers by any person relating to any portion of the Equipment which includes Buyer's existing equipment or equipment furnished by Buyer and to defend Parkson and its suppliers at Buyer's expense against any suit which may be commenced relating to the foregoing. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) for loss or damage to persons or property, other than the Equipment sold hereby or Buyer's possession or use of said Equipment.

**XVIII. MISCELLANEOUS:** Parkson does not assume responsibility for nor warrant the performance or accuracy of Buyer's furnished design, design criteria, or specifications. The parties agree that the foregoing terms and conditions constitute the entire terms and conditions between Buyer and Parkson and that there are no other agreements, terms or conditions, expressed or implied, unless otherwise agreed to in writing by Parkson. The terms and conditions herein shall supersede any terms and conditions of any other document that may apply to the transaction between the Buyer and Parkson. This document may not be modified or superseded other than by an instrument in writing signed by both Buyer and Parkson. This document shall be binding upon and inure to the benefit of Buyer and Parkson and their heirs, assignees, legal representatives and the project Owner for the project referenced in the quotation. The invalidity or non-enforceability of any particular provision of this document shall not affect the other provisions hereof, and this document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.



1401 West Cypress Creek Road  
Suite 100  
Fort Lauderdale FL 33309-1969

Phone 1.888.PARKSON  
Fax 954.974.6182

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## Sole Source Letter

<b>To:</b> Jeff Cobb	<b>Date:</b> July 12, 2018
<b>Company:</b> Marysville WWTP	<b>From:</b> Marty Unger
<b>Tel:</b> 360-363-8126	<b>Tel:</b> 954-383-1757
<b>Fax:</b>	<b>Fax:</b> 954-974-6182
<b>Email:</b> JCobb@marysvillewa.gov	<b>Email:</b> munger@parkson.com
<b># Pages:</b> 1	<b>Cc:</b>
<b>Subject:</b> Product: Dynasand	

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement and expansion parts.

If you have questions regarding this issue, please contact Marty Unger at 954-383-1757.

Sincerely,

A handwritten signature in black ink that reads "Marty Unger".

Parkson Corporation



Fort Lauderdale ♦ Chicago ♦ Montreal ♦ Mumbai

www.parkson.com  
technology@parkson.com

Rev 4 AF-008





## SOLE SOURCE JUSTIFICATION

Name of Department Head: Kevin Nielsen Department: Public Works

Sole Source for the Purchase Of: DynaSand® Filter

Supplier: Parkson Corporation Cost Estimate: \$156,000.00

Sole source purchases are defined as being clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts, upon a clearly unique and cost effective feature requirement, or the basis of extraordinary market conditions. The use of sole source purchases shall be limited only to those specific instances which present the opportunity for extraordinary cost savings or are wholly justified to satisfy compatibility or technical performance needs.

### STATEMENT OF NEED:

My department's recommendation for sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors, or compromising action have taken place. My personal familiarity with particular brands, type of equipment, materials, or firms has not been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Please describe the item and its function:

Continuous wash sand filtration system that filters and removes suspended solids from wastewater effluent. This equipment serves as a compliance point for meeting the NPDES waste discharge permit effluent limit for total suspended solids.

2. This is a sole source\* because:

- sole provider of a licensed or patented good or service
- sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- sole provider of goods and services for which the City has established a standard\*\*
- sole provider of factory-authorized warranty service
- sole provider of goods and services that will meet the specialized needs of the City or perform the intended function (please detail below or in an attachment)
- sole provider possesses an item which represents a special bargain (surplus item, auction item, used item, "opened box," or similar special bargains) (please provide supporting material such as price comparison)
- sole provider can satisfy unique delivery schedule which did not result from City inaction
- sole provider is taking part in a trial or evaluation project

3. What necessary features does this vendor provide which are not available from other vendors? Please be specific.

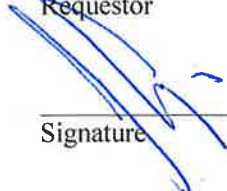
Parkson Corporation is the original manufacturer/supplier of the DynaSand® Filter equipment and the only source for OEM replacement and expansion parts. Filter equipment manufactured by other companies is not compatible with the DynaSand® Filter equipment.

4. What steps were taken to verify that these features are not available elsewhere?


- Other brands/manufacturers were examined (please list phone numbers and names, and explain why these were not suitable)  
Parkson DynaSand® Filters were installed as part of the wastewater treatment plant upgrade projects completed in 1992 and 2004. Both of these projects were completed using a competitive bidding process.
- Other vendors were contracted (please list phone numbers and names, and explain why these were not suitable).

\*Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

\*\*Procurements of items for which the City has established a standard by designating a brand or manufacturing or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

Requestor  
  
\_\_\_\_\_  
Signature

7-18-18  
\_\_\_\_\_  
Date

Department Head  
  
\_\_\_\_\_  
Signature

7/18/18  
\_\_\_\_\_  
Date

If Purchase is \$75,000 or more:

City Council

Approved                       Rejected

Resolution No. \_\_\_\_\_

# *Index #17*

CITY OF MARYSVILLE  
Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2017-2018 BIENNIAL BUDGET AND PROVIDING FOR THE ADDITION TO THE PAY CLASSIFICATION, GRADES, AND RANGES AS BUDGETED FOR IN ORDINANCE NO. 3046.

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

Section 1. Since the adoption of the 2017-2018 budget by the City Council on November 28, 2016, it has been determined that the interests of the residents of the City of Marysville may best be served by the addition to the pay classification, grades, and ranges in the 2017-2018 budget.

In accordance with MMC 2.50.030, the 2017-2018 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classification and grades or ranges attached hereto and contained the Appendix A. The following pay grids are hereby added to read as follows:

Section 2. Except as provided herein, all other provisions of Ordinance No. 3046 shall remain in full force and effect, unchanged.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF MARYSVILLE

By \_\_\_\_\_  
MAYOR

ATTEST:

By \_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY

Date of Publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

## Appendix A

## Pay Classification with Grades/Ranges

**CITY OF MARYSVILLE  
TEAMSTERS PAY GRID**

January 1, 2018

2.7% increase

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3,535	3,680	3,831	3,986	4,152	4,322	4,490
Procurement & Distribution Asst/Program Asst	3	3,962	4,123	4,297	4,472	4,655	4,844	5,033
Program Specialist	5	4,016	4,181	4,353	4,531	4,718	4,910	5,099
Accounting Technician - UB	6	4,044	4,213	4,384	4,564	4,755	4,947	5,137
Maintenance Worker I	6-1	4,026	4,193	4,365	4,543	4,731	4,924	5,112
Accounting Technician - AP	7	4,186	4,358	4,535	4,720	4,914	5,117	5,315
Property/Evidence Specialist	7-1	4,270	4,445	4,626	4,815	5,013	5,219	5,422
Meter Reader/Repair	8	4,687	4,878	5,076	5,289	5,503	5,731	5,951
Administrative Secretary	9	4,193	4,366	4,543	4,730	4,923	5,127	5,325
Senior Accounting Technician	10	4,560	4,747	4,943	5,142	5,351	5,575	5,790
Traffic Control Systems Tech	14	4,872	5,073	5,282	5,497	5,721	5,957	6,189
Maintenance Worker II	16-1	4,687	4,878	5,076	5,289	5,503	5,731	5,951
WWTP Maint Technician I	17	4,753	4,952	5,152	5,363	5,583	5,812	6,036
Facilities Maintenance Worker II	18	4,939	5,140	5,352	5,571	5,798	6,038	6,272
Lead Worker I/Records Unit Lead	20	5,009	5,218	5,430	5,653	5,886	6,127	6,365
Equipment Mechanic	21	4,988	5,188	5,400	5,624	5,854	6,091	6,328
Wtr Qual Splst/Cross Connect Cntrl Splst	22	5,087	5,294	5,512	5,739	5,972	6,218	6,460
Water Operator/WWTP Pretreatment Tech.	22-1	5,193	5,406	5,629	5,860	6,100	6,350	6,595
WWTP Operator	22-2	5,348	5,568	5,798	6,036	6,283	6,540	6,793
WWTP Maint Technician II	23	5,217	5,430	5,653	5,884	6,127	6,376	6,624
Lead Worker II	24	5,421	5,643	5,874	6,115	6,366	6,628	6,886
Water Quality/WWTP Lead/Water Operations/Maintenance Lead Worker II	25	5,606	5,835	6,075	6,322	6,582	6,852	7,118
Sr Traffic Control Systems Tech	26	5,721	5,957	6,200	6,455	6,720	6,997	7,265

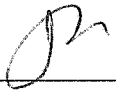
Rev. 7/18/18

# *Index #9*

## CITY OF MARYSVILLE AGENDA BILL

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 23, 2018

<b>AGENDA ITEM:</b> Hotel/Motel Committee Recommendation	
<b>PREPARED BY:</b> Leah Tocco, Executive Services Coordinator	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Executive	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The Hotel/Motel Committee is required to be appointed annually by Council:

Councilmember Kamille Norton has already been appointed to serve as committee chairperson representing the city.

The following members require Council appointment:

Jennifer Caveny; Holiday Inn Express  
 Jesica Stickle, The Greater Marysville Tulalip Chamber of Commerce  
 Mary Kirkland; Downtown Merchants Association and Maryfest  
 Mr. Charles Lee; Village Motor Inn

<b>RECOMMENDED ACTION:</b> Staff recommends City Council consider approving the Hotel/Motel committee members for 2018-2019.
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# *Index #10*



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 23, 2018**

AGENDA ITEM: Community and Housing Development Citizen Advisory Committee Appointments	AGENDA SECTION:	
PREPARED BY: Amy Hess, Associate Planner	APPROVED BY:	
ATTACHMENTS: Ordinance 2897		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

On July 10, 2017 Marysville City Council confirmed the appointments of the youth, parks board, planning commission and council members to serve on the Community and Housing Development Citizen Advisory Committee (CAC). On January 2, 2018, Marysville City Council confirmed the appointment of council members after the election altered members of City Council. The CAC makes recommendations to City Council related to the City’s Community Development Block Grant (CDBG) program.

The youth, parks board, planning commission and council member terms are for 1 year and expired on July 9, 2018. The civic, business, faith and senior member terms are for three (3) years and also expired on July 9, 2018. Mayor Nehring is requesting the following appointments to the CAC:

First	Last	Representing	Term
Cassnadra	Kunselman	Youth	1 year (maximum of 3-terms, final term)
Kelly	Huestis	Parks Board	1- year
Roger	Hoen	Planning Commission	1-year
Mark	James	Council	1-year
Tom	King	Council	1-year
Greg	Kanehen	Faith	3-year
Jodi	Condyles	Civic	3-year
Daryn	Bundy	Business	3-year
Roberto	Rivera	Senior, Racial/Ethnic Diversity	3-year

RECOMMENDED ACTION: Mayor Nehring recommends City Council confirm the appointments to the Community and Housing Development Citizen Advisory Committee.
COUNCIL ACTION:

**CITY OF MARYSVILLE**  
**Marysville, Washington**

**ORDINANCE NO. 2897**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
 ESTABLISHING A CITIZEN ADVISORY COMMITTEE FOR HOUSING AND  
 COMMUNITY DEVELOPMENT; AND ADDING A NEW CHAPTER 2.92 TO  
 THE MARYSVILLE MUNICIPAL CODE.**

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

Section 1. A new Chapter 2.92 of the Marysville Municipal Code, entitled Citizen Advisory Committee for Housing and Community Development, is hereby adopted to read as follows:

**2.92.010 Advisory committee established.**

The citizen advisory committee for housing and community development is hereby established. The purpose of the committee is to act as an advisory board to city staff, the mayor and city council related to Community Development Block Grant (CDBG) plans and funding.

**2.92.020 Membership and terms of office.**

(1) Membership. The citizen advisory committee for housing and community development shall consist of nine (9) members who shall serve without compensation, each of whom shall be appointed by the mayor, subject to confirmation by the city council.

(2) Terms of appointment. With respect to the members appointed and confirmed to serve on the committee, the following provisions shall apply:

(a) All members shall reside within the corporate limits of the city.

(b) Appointments shall reflect a balance of interests and should be equally proportionate and contain no more than:

(i) Four (4) members shall represent the following communities, entities, or interests: business, educational, faith, charity, civic, low- and moderate-income persons, persons with disabilities, senior citizens, racially and ethnically diverse populations.

(ii) One (1) member shall be a youth representative of high school age.

(iii) Two (2) members shall be city council members.

(iv) One (1) member shall be a representative of the Marysville planning commission.

(v) One (1) member shall be a representative of the parks and recreation board.

(c) The terms of the members shall be as follows:

(i) Members appointed under subsection 2(b)(i) shall serve three (3) year terms.

(ii) The youth representative shall be appointed to at least a one (1) year term, but may be appointed to as much as a three (3) year term; and

(iii) The council, planning commission and parks and recreation board representatives shall be appointed to a one (1) year term.

(d) If a vacancy is created prior to the expiration of any member's term, the vacancy shall be filled by a person appointed by the mayor, subject to council confirmation. A person so appointed shall serve the remainder of the unexpired term.

(e) The mayor may remove any committee member from office whenever it is deemed to be in the public interest.

#### **2.92.030 Committee organization.**

The citizen advisory committee for housing and community development shall annually elect one of its members to serve as chairperson. Each of the members shall have one vote in all business coming before the committee. Five (5) members shall constitute a quorum for the transaction of business. A majority vote of those members present shall be necessary for the adoption or approval of any recommendation. The mayor shall appoint staff to assist the committee in the preparation of those reports and records as are necessary for the proper operation of the committee. The committee shall hold public meetings as necessary, and the notice of the time and place thereof shall be published as required by law and kept in the office of the city clerk.

#### **2.92.040 Advisory duties and responsibilities.**

The citizen advisory committee for housing and community development shall have the following advisory duties and responsibilities:

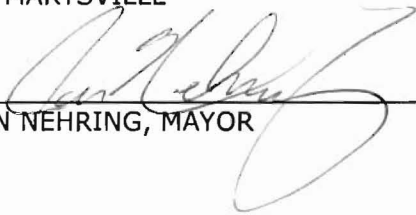
- (1) Evaluation and recommendation of a consolidated plan, and amendments thereto;
- (2) Evaluation and recommendation of an annual action plan, and amendments thereto;
- (3) Evaluation and recommendation on funding requests submitted to the city;
- (4) Review of program performance reports; and
- (5) Perform such other duties as may be requested by the mayor and city council.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council and APPROVED by the Mayor this 14<sup>th</sup> day of May, 2012.

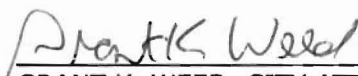
CITY OF MARYSVILLE

By:   
JON NEHRING, MAYOR

Attest:

By:   
SANDY LANGDON, CITY CLERK

Approved as to form:

By:   
GRANT K. WEED, CITY ATTORNEY

Date of Publication: 5/16/12

Effective Date: 5/21/12