

Marysville City Council Meeting**October 22, 2018****7:00 p.m.****City Hall****Call to Order****Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations**

A. Volunteer of the Month: Emily Wicks

B. Proclamation: Declaring November 11, 2018, 'Bells of Peace' World War I Centennial Armistice Remembrance Day in the City of Marysville

C. Waste Management Presentation Regarding Rate Increase to the Recyclable Collection Service Agreement.

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

1. Approval of the September 24, 2018 City Council Meeting Minutes.
2. Approval of the October 1, 2018 City Council Work Session Minutes.

Consent

3. Approval of the October 3, 2018 Claims in the Amount of \$1,954,925.73, Paid by EFT Transactions and Check Number 127516 through 127675 with Check Number 127515 Voided.

4. Approval of the October 5, 2018 Payroll in the Amount of \$1,922,878.69, Paid by EFT Transactions and Check Numbers 32012 through 32043 with Check Number 31888 Voided.

5. Approval of the October 10, 2018 Claims in the Amount of \$379,010.95 Paid by EFT Transactions and Check Numbers 127676 through 127794 with Check Number 127638 Voided.

Marysville City Council Meeting

October 22, 2018

7:00 p.m.

City Hall

Review Bids

Public Hearings

New Business

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

7. Consider Approving the Interlocal Cooperative Purchasing Agreement with Community Transit.

8. Consider Approving an **Ordinance** Correcting the Legal Description and Map of the 25th Ave NE Street Vacation and Record the Ordinance with the Snohomish County Auditor.

Legal

Mayor's Business

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.

B



PROCLAMATION

Declaring Nov. 11, 2018, ‘Bells of Peace’ World War I Centennial Armistice Remembrance Day in Marysville

WHEREAS, a tolling of bells is a traditional expression of honor and remembrance; and

WHEREAS, a century ago, 4.7 million American sons and daughters put on the uniform to serve our nation and the world in this global conflict; and

WHEREAS, men and women from Marysville and neighboring communities served selflessly and honorably in World War I; and

WHEREAS, of the 51 men from Snohomish County who served in the Army during World War I, 17 – fully one-third of them – gave the ultimate sacrifice and lost their lives between June and November 1918; and

WHEREAS, overall there were 375,000 American casualties including 116,516 deaths; and

WHEREAS, on the 11th hour of the 11th day of the 11th month in 1918, an armistice to the fighting was declared; and

WHEREAS, the U.S. World War One Centennial Commission has called upon all Americans across the nation to honor and remember those who served;

NOW, THEREFORE I, JON NEHRING, MAYOR OF THE CITY OF MARYSVILLE on behalf of the City Council and our community do hereby proclaim Nov. 11, 2018, as

WORLD WAR I CENTENNIAL ARMISTICE REMEMBRANCE DAY

in the City of Marysville. I encourage all residents, organizations and businesses in Marysville to toll the bells in remembrance of the Armistice at 11 a.m. on Nov. 11, 2018.

Under my hand and seal this twenty-second day of October, 2018.

THE CITY OF MARYSVILLE

Mayor Jon Nehring

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Volunteer of the Month: Kim Shumway	Presented
Audience Participation	
Approval of Minutes	
Approval of the September 4, 2018 City Council Work Session Minutes.	Approved
Consent Agenda	
Approval of the August 29, 2018 Claims in the Amount of \$870,686.83 Paid by EFT Transactions and Check Numbers 126819 through 126946.	Approved
Approval of the September 5, 2018 Claims in the Amount of \$1,478,751.28 Paid by EFT Transactions and Check Numbers 126947 through 127050.	Approved
Approval of the September 5, 2018 Payroll in the Amount of \$1,929,275.61 Paid by EFT Transactions and Check Numbers 31944 through 31981.	Approved
Approval of the September 12, 2018 Claims in the Amount of \$221,945.43 Paid by EFT Transactions and Check Numbers 127051 through 127186 with Check Numbers 120359, 120710, 126803, and 126812 Voided.	Approved
Review Bids	
Public Hearings	
Consider Approving a Resolution Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale and Disposal Thereof.	Held/Approved Res. No. 2451
New Business	
Consider Approving a Resolution Declaring the need for the Housing Authority of Snohomish County to function within the City Limits of Marysville for the Purpose of Purchasing and Operating a Residence at 1356 Cedar Avenue.	Approved Res. No. 2452
Casualty and Property Insurance Options	Approved
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:16 p.m.
Executive Session	8:30 p.m.
Real Estate – 1 item	No Action
Litigation – 1 item	No Action
Adjournment	9:15 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
September 24, 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. Pastor Dennis Niva gave the invocation.

Roll Call

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

Mayor: Jon Nehring

Council: Mark James, Tom King, Steve Muller, Kamille Norton (President), Michael Stevens, Rob Toyer, and Jeff Vaughan

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Public Relations Administrator Connie Mennie, Information Services Manager Worth Norton, Asst. Police Chief Goldman, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Toyer, seconded by Councilmember James, to approve the agenda with the removal of items 7 and 11. **Motion** passed unanimously.

Committee Reports

Councilmember King reported that the Park Board met and received an update on projects including the Jennings Park entrance project, recently completed summer programs, and the upcoming tour of lights.

DRAFT

Councilmember King also reported on the Fire Board meeting where they gave out 2018 Service Awards ranging from 5 years to 35 years. The Fire District recently had an audit by the State Auditor's Office and received an excellent report. They passed a resolution supporting Proposition 1 which deals with the SERS funding. They are ordering three new aid cars which will arrive next year.

Council President Norton reported that the 4th of July Committee met earlier this evening and hopes to have a recommendation come to Council sometime in October.

Presentations

A. Volunteer of the Month: Kim Shumway

Kim Shumway was recognized as Volunteer of the Month for September for her outstanding community service increasing accessibility of the theater as a volunteer for the Red Curtain Foundation for the Arts. She also is a leader of a local Girl Scouts organization.

Audience Participation

Approval of Minutes

1. Approval of the September 4, 2018 City Council Work Session Minutes.

Motion made by Council President Norton, seconded by Councilmember Muller, to approve the September 4, 2018 City Council Work Session Minutes. **Motion** passed with Councilmember Stevens abstaining.

Consent

2. Approval of the August 29, 2018 Claims in the Amount of \$870,686.83 Paid by EFT Transactions and Check Numbers 126819 through 126946.
3. Approval of the September 5, 2018 Claims in the Amount of \$1,478,751.28 Paid by EFT Transactions and Check Numbers 126947 through 127050.
4. Approval of the September 5, 2018 Payroll in the Amount of \$1,929,275.61 Paid by EFT Transactions and Check Numbers 31944 through 31981.
5. Approval of the September 12, 2018 Claims in the Amount of \$221,945.43 Paid by EFT Transactions and Check Numbers 127051 through 127186 with Check Numbers 120359, 120710, 126803, and 126812 Voided.

Motion made by Councilmember Toyer, seconded by Councilmember King, to approve Consent Agenda items 2, 3, 4 and 5. **Motion** passed unanimously.

Review Bids

Public Hearings

6. Consider Approving a Resolution Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale and Disposal Thereof.

Worth Norton explained this is standard procedure for surplus computers.

The hearing was opened at 7:11 p.m. and public comment was solicited. There was none. The hearing was closed at 7:11 p.m.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve Resolution No. 2451. **Motion** passed unanimously.

New Business

8. Consider Approving a Resolution Declaring the need for the Housing Authority of Snohomish County to function within the City Limits of Marysville for the Purpose of Purchasing and Operating a Residence at 1356 Cedar Avenue.

CAO Hirashima explained that this item and the next item relate to the Housing Authority of Snohomish County (HASCO). She reviewed the background of the subject property and HASCO's intent to develop the property. They have also requested consideration of a citywide resolution which would allow them to complete real estate transactions without a separate resolution for each action. Staff is recommending that Council approve both resolutions.

Duane Leonard, Executive Director for HASCO, introduced Ms. Cane and Mr. Tingley who made a presentation reviewing HASCO's mission, their background in Snohomish County and their intention for the subject property in the City of Marysville. Ms. Cane explained that the citywide resolution would help to close transactions more quickly and protect confidentiality. This would also facilitate collaboration between HASCO and the City of Marysville.

Council President Norton asked if there are any other authorities or rights HASCO would gain with approval of the citywide resolution. Ms. Cane explained that it related only to acquiring and operating a property according to state law. Council President Norton asked if this would impact Marysville's ability to operate its own housing authority in the future if they decided to do that. City Attorney Walker explained that it would probably require an agreement between the City and HASCO to take that over.

Councilmember Muller asked how much of HASCO's expansion is driven by the fact that there is less expensive land in Marysville than other locations in the county. Ms. Cane explained that cost is a factor, but they try to cover the entire county. They also look at what areas in the county are experiencing the most growth and have the most need. A lot of it is opportunity-based. They weren't necessarily looking for property in

Marysville, but because this property is adjacent to HASCO's existing property and is already upzoned, it made it more appealing.

Councilmember Muller asked about minimum lot size for density incentives for affordable housing. Mr. Tingley did not recall seeing anything about minimum lot size. Ms. Cane thought that the density incentives would be relevant for this parcel, but noted that they are limited by things like parking and other constraints.

Councilmember Vaughan asked if the citywide resolution would make it easier for HASCO to purchase a property than for private parties. Mr. Leonard did not think it would give them any advantage over private parties. He explained that they value a good relationship with the City and wouldn't buy a property without informing the City. Ms. Cane added that it just levels the playing field. Councilmember Vaughan asked if HASCO ever sells property. Mr. Leonard explained that it happens occasionally, but is not common. If they do sell property it is usually for a very specific reason and typically to other nonprofits. Councilmember Vaughan asked why more cities don't have citywide resolutions. Mr. Leonard explained that it wasn't necessarily needed in the past, but now the real estate market has changed to be more competitive, and there is a need now to move more quickly.

Councilmember Vaughan asked how the City Council would know about the activities of HASCO if the citywide resolution was passed. CAO Hirashima explained that HASCO has always been very timely in communicating their intentions to purchase and operate facilities in the City. It would be the responsibility of staff to communicate that to the Council. What they are pursuing is consistent with regulations adopted by the Council. Director Koenig stated that this information is part of the Comprehensive Plan Update. There is also a countywide inventory of assisted housing which is both public and private which can be made available to Council. Mr. Leonard stressed that HASCO's desire is to have a positive relationship with the City. CAO Hirashima commented that Alliance for Housing Affordability is staffed by HASCO. The City is a member of that, and Councilmember Mark James attends those meetings.

Councilmember James asked how long the timeline for this specific property was delayed because HASCO had to come to the Council for approval. Ms. Cane replied that it added on 30-60 days which wasn't necessarily an issue with this particular purchase because it had been on the market for a while.

Councilmember James expressed concern about handing over authority to HASCO. He said he felt uncomfortable making a decision on this tonight. Ms. Cane explained that the Council could either adopt the property-specific resolution tonight or the citywide resolution. If they need more time to consider the citywide resolution they can consider that later.

Motion made by Councilmember James, seconded by Councilmember Toyer to approve Resolution No. 2452 (item 8 – property specific resolution). **Motion** passed unanimously.

9. Consider Approving a Resolution Authorizing the Housing Authority of Snohomish County to Operate within the Boundaries of the City of Marysville.

No action taken.

10. Casualty and Property Insurance Options

CAO Hirashima explained that staff has been researching alternatives for casualty and property insurance for 2019. She reviewed introduced representatives from Alliant to provide information to Council on the subject.

Deb Bovee, Sr. Vice President, and Brian White, First Vice President, discussed background on Alliant and the proposed tasks and timeline and gave an overview of the proposed liability insurance and property insurance programs including coverage and cost comparisons.

Councilmembers asked clarification questions about the details of this proposal.

Motion made by Councilmember Toyer, seconded by Councilmember Vaughan, to authorize the Mayor to negotiate and sign the forms moving to a fully insured property and casualty insurance program. **Motion** passed unanimously.

CAO Hirashima acknowledged Finance Director Langdon and Risk/Emergency Mgmt. Manager Diana Rose for all their work on this. She also thanked Alliant.

Legal

Mayor's Business

Mayor Nehring:

- He and Councilmember James attended the Snohomish County Cities meeting this past Thursday night. There was a good presentation from SERS on the new system need that will be coming before the voters soon.
- Economic Alliance Snohomish County did a great presentation on the work they are doing for economic development in the community.
- He thanked the Police Department for the third Coffee with a Cop event which was at IHOP on Wednesday.
- The grand opening for Toyota of Marysville will be this Thursday morning.
- He presented Kevin Nielsen with a Wastewater Treatment Award from the Department of Ecology.

Staff Business

Chief Smith:

- School is in session and things are going well.
- Public Safety Committee will be meeting on Wednesday.

Sandy Langdon gave an update on the bond sale which did well.

Jon Walker stated the need for an Executive Session to discuss two items, one related to potential litigation and one related to the potential acquisition of real estate with no action expected on either and estimated to last 20 minutes.

Dave Koenig had no comments.

Connie Mennie had no comments.

Worth Norton had no comments.

Asst. Chief Goldman had no comments.

Jim Ballew had no comments.

Kevin Nielsen:

- It's good to be back in town. He is happy to be part of a very high functioning team.
- The trestle will be happening this weekend if the weather is good.

Gloria Hirashima had no comments.

Call on Councilmembers

Jeff Vaughan complimented Director Nielsen on his award for "waste" in government.

Mark James said he attended a County Council meeting which was interesting. He thanked staff for the work on 52nd and asked about the striping. Kevin Nielsen reviewed plans for a walking path to get to the sidewalk.

Tom King said he attended the Snohomish County Fire Commissioners Meeting at the Getchell Fire Station. Brad Steiner, SERS Director, was the guest speaker and was very informative.

Michael Stevens had no comments.

Rob Toyer had no comments.

Steve Muller commented that the bond sale was very interesting.

Kamille Norton had no comments.

Recess

DRAFT

Council recessed for five minutes from 8:25 p.m. until 8:30 p.m. when they reconvened in Executive Session to discuss two items, one related to potential litigation and one related to the potential acquisition of real estate with no action expected on either and estimated to last 20 minutes.

Executive Session

Litigation – one item, RCW 42.30.110(1)(i)

Real Estate – one item, RCW 42.30.110(1)(b)

Executive session was extended 25 minutes. Executive session ended and reconvened into public meeting at 9:15 p.m.

Adjournment

The meeting was adjourned at 9:15 p.m.

Approved this _____ day of _____, 2018.

Mayor
Jon Nehring

Index #2

COUNCIL*DRAFT*
MINUTES**Work Session**

October 1, 2018

Call to Order / Pledge of Allegiance

Mayor Nehring called the Work Session 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), Michael Stevens, and Jeff Vaughan

Absent: Rob Toyer

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Asst. Police Chief Goldman

Motion made by Councilmember Muller, seconded by Councilmember James, to excuse the absence of Councilmember Toyer. **Motion** passed unanimously.

Motion made by Councilmember King, seconded by Councilmember Norton, to approve the agenda. **Motion** passed unanimously.

Committee Reports

None

Approval of Minutes

1. Approval of the September 10, 2018 City Council Meeting Minutes.

Consent

2. Approval of the September 19, 2018 Claims in the Amount of \$1,447,594.05 Paid by EFT Transactions and Check Numbers 127187 through 127350 with No Checks Voided.
3. Approval of the September 20, 2018 Payroll in the Amount of \$1,263,029.05 Paid by EFT Transactions and Check Numbers 31982 through 32011.
4. Approval of the September 26, 2018 Claims in the Amount of \$1,912,141.49 Paid by EFT Transactions and Check Numbers 127351 through 127515 with No Check Numbers Voided.

Review Bids**Public Hearings****New Business**

5. Consider an Ordinance to Adopt Amendments to MMC Chapter 5.02 Business Licenses as Required by Engrossed House Bill 2005.

Director Koenig reviewed this ordinance which the City is required to take action on to be consistent with state regulations. It relates to having a mandatory definition about what engaging in business is. The City was also asked to exempt business whose gross proceeds were equal to or less than \$2000 if they were located out of the city. The City has done that with this proposed ordinance and has also included businesses within the City that gross less than \$2,000. These businesses would not be required to get a business license. This would take effect on January 1, 2019.

6. Consider a Resolution Changing the City's Payment Method for Unemployment Insurance to the Reimbursable Method.

Finance Director Langdon explained that the City is looking at all parts of its insurance. As it relates to unemployment insurance they are looking at different payment methods. Currently the City pays .2% of total gross wages to the State which is the taxable method. There is another option called the reimbursable method whereby the City would pay for the City's portion of the unemployment benefits that have been claimed. Upon review it appears it would be beneficial for the City to move the reimbursable method. Councilmembers asked clarification questions.

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

Director Koenig reviewed these items which relate to items which were built without permits. One is over a sewer easement, and the other may also be within the sewer easement area. The agreements would allow the structures to remain up to three years, but after that they would have to be removed at the owners' expense. Councilmember Muller asked for clarification about the three years' time limit. Director Koenig replied it was determined to be a reasonable amount of time, but not too long. Councilmember Muller commented it appears that the owners are allowed to leave the structures for three years and then remove them. Staff replied that the owners are supposed to remove the structures within three years. Councilmember Vaughan also recommended clarification of the language to be "no later than" the end of the term. Mayor Nehring suggested changing "at" to "by" in section 2A. City Attorney Walker noted that it has already been signed by the owners, and he didn't think it would have any legal effect to change that verbiage.

Councilmember King noted that these are two fairly major structures and asked if they could just be moved over a little bit. Director Koenig replied that would be up to the owners. He didn't think the garage would be feasible because of the location of the existing garage.

8. Consider the Proposed Fourth Amendment to the Agreement for Joint Operation of Fire and Emergency Medical Protection Facilities Dated April 18, 2016.

CAO Hirashima reported that this is the 4th Amendment to the Interlocal Agreement with Fire District 12 to operate fire and medical protection facilities and services. The current agreement has a deadline of December 31, 2018. The City is proposing a one-year extension to December 31, 2019 and a financial contribution by the City for 2019 at an estimated level of \$12,104,597.

Another change within the Interlocal Agreement would be the start of transitioning the Governance Board to the Regional Fire Authority Governance Structure. The city representatives would be increased from three to four appointees of the City. District 12 would maintain its appointees. The meeting location would be changed to Marysville City Hall.

Chief McFalls added that the Fire District 12 commissioners met last Wednesday to review the proposal. They are trying to set up a meeting this week before the Council's Business Meeting on October 8 to either accept or counter the agreement. He thanked the Council for a very generous offer and a very effective ILA for the next year. He thinks it is outstanding.

Councilmember James asked about the effective dates. CAO Hirashima replied it would start on 1/1/19. Councilmember James commented that it might need to be clarified in the document. City Attorney Walker replied that staff would confirm the dates and correct if necessary.

9. Consider to Receive JAG/BYRNE Grant Local Funds to Pay for the Sig Sauer Handgun Replacement Project in the Amount of \$12,918.

Asst. Chief Goldman explained that the Police applied for and received this grant. They are asking Council to approve the reception of those funds which will be diverted to the transition from the .40 caliber to the 9mm platform.

Councilmember James expressed concern about problems the Army is having right now with a 9 mm handgun. Asst. Chief Goldman wasn't certain what the Army was using right now, but indicated he would look into it and make sure this is not a problem.

10. Budget Update

Finance Director Langdon made a PowerPoint presentation regarding a review of the current 2017-2018 Budget status as shown in the handout provided to Council. She reviewed citywide revenues and expenditures. She also reviewed six potential signs of the next recession related to unemployment rates, the yield curve, the housing market, credit card delinquency rates, inflation, and customer confidence. She reminded Council that the property tax levy needs to be set by November 30 along with a hearing prior to that. The 2019-2020 Budget needs to be set by December 31, and a hearing will also be held for that.

Legal

Mayor's Business

Mayor Nehring had the following comments:

- The AWC quarterly board meeting was held on Friday. They worked on legislative priorities, especially infrastructure, the opioid epidemic, economic development, and the culvert issue.
- He attended the Toyota grand opening last Thursday which was a great event.
- The AWC regional meeting will be held on October 18 at Everett City Hall from 5:30-8:00 p.m.

Staff Business

Sandy Langdon had no additional comments.

Asst. Chief Goldman had no additional comments.

Dave Koenig had no additional comments.

Chief McFalls had no additional comments.

Kevin Nielsen informed the Council that the trestle has been postponed until the spring.

DRAFT

Jon Walker stated the need to discuss labor negotiations in a closed session following the meeting.

Gloria Hirashima had the following comments:

- She noted that tomorrow is the Chamber Small Business Summit. The City is one of the sponsors for this, and it will be held at the Marysville Opera House. This is a free event and will be held from 3-5 p.m.
- She was invited to give an annexation presentation at the State Boundary Review Board conference last week. This was very interesting for her as she reviewed memories of the City's annexation experiences.

Call on Councilmembers

Steve Muller:

- He also attended the Toyota event and really enjoyed it.
- He also reminisced about the City's annexation history.

Jeff Vaughan had no additional comments.

Tom King:

- He also attended the Toyota grand opening and was very impressed.
- He also discussed the City's annexation history.

Mark James:

- He attended the Alliance for Housing Affordability meeting where they voted on the budget and reviewed the Snohomish County Tomorrow annual assembly.
- The Toyota grand opening was a great event.
- He attended the Chamber of Commerce Candidate Forum.
- He was able to take part in the first Emergency Communications exercise which was productive and educational.

Michael Stevens also commented on his annexation memories.

Kamille Norton commented on an event she attended at Cedarcrest Golf Course which draws in about 3,000 people.

Adjournment

The meeting was adjourned at 7:46 p.m. followed by a closed session to discuss labor negotiations.

Approved this _____ day of _____, 2018.

Mayor
Jon Nehring

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 22, 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 October 3, 2018 claims in the amount of \$1,954,925.73 paid by EFT transactions and Check No.'s 127516 through 127675 with Check No. 127515 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

**CLAIMS
FOR
PERIOD-10**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,954,925.73 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 127516 THROUGH 127675 WITH CHECK NO.127515 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 **22nd DAY OF OCTOBER 2018.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/27/2018 TO 10/3/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127516	FIRST AMERICAN TITLE	CLOSING FUNDS-1328 8TH ST	NON-DEPARTMENTAL	298,137.72
127517	ALL BATTERY SALES &	5 X CASES OIL ABSORBANT PADS	EQUIPMENT RENTAL	376.40
127518	AMERICAN CLEANERS	DRY CLEANING	POLICE INVESTIGATION	25.86
	AMERICAN CLEANERS		POLICE PATROL	25.86
	AMERICAN CLEANERS		OFFICE OPERATIONS	34.48
	AMERICAN CLEANERS		DETENTION & CORRECTION	77.58
	AMERICAN CLEANERS		POLICE ADMINISTRATION	93.13
127519	ANCHETA, STEPHANIE	REFUND CLASS FEES	PARKS-RECREATION	10.00
	ANCHETA, STEPHANIE		PARKS-RECREATION	10.00
127520	APSCO, INC.	REBUILD KITS FOR LIFT STATIONS	SEWER LIFT STATION	7,060.69
127521	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
	ARAMARK UNIFORM		EQUIPMENT RENTAL	72.51
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	202.82
127522	AUTO PAINT SPECIALTY	UB REFUND	GARBAGE	95.81
127523	BEDEAN INC	UB REFUND 17216 SMKY	WATER/SEWER OPERATION	58.30
127524	BICKFORD FORD	COOLING FAN ASSEMBLY AND MODULE	EQUIPMENT RENTAL	350.15
	BICKFORD FORD	2018 FORD F150 EXTENDED CAB	EQUIPMENT RENTAL	33,334.36
127525	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,346.78
127526	BILLS BLUEPRINT INC	EBEY TRAIL PROJECT PRINTING	GMA-PARKS	191.73
127527	BOYD, KEN & MANDY	UB REFUND	WATER/SEWER OPERATION	258.39
127528	BRAGER, BRIAN D		WATER/SEWER OPERATION	181.94
127529	BUD BARTON'S GLASS	REPAIR FRONT DOOR-GOLF COURSE	MAINTENANCE	392.76
127530	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	200.64
	CADMAN MATERIALS INC		ROADWAY MAINTENANCE	9,885.76
127531	CASCADE MACHINERY	TROUBLESHOOT COMPRESSOR ALARMS	WASTE WATER TREATMENT	1,017.61
127532	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	44.14
127533	CHENNAULT, KARI	REIMBURSE CLEAN UP DAY EXPENSE	UTIL ADMIN	160.75
127534	COASTAL FARM & HOME	JEAN CREDIT-REISWIG	UTIL ADMIN	-148.29
	COASTAL FARM & HOME	BOOTS AND JEANS-REISWIG	UTIL ADMIN	449.37
127535	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	239.71
127536	COOP SUPPLY	CHAIN SAW CHAP BUCKLES	STORM DRAINAGE	10.29
	COOP SUPPLY		SEWER MAIN COLLECTION	10.30
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	195.27
127537	COPPER CREEK HOA	BEAUTIFICATION GRANT	PROTECTIVE INSPECTIONS	5,000.00
127538	CORE & MAIN LP	METER BOXES AND LIDS	WATER SERVICES	1,058.10
	CORE & MAIN LP	BRASS PARTS	WATER/SEWER OPERATION	2,440.35
	CORE & MAIN LP	METERS (25)	WATER SERVICE INSTALL	4,946.05
127539	CORRECTIONS, DEPT OF	WORK CREW-AUGUST 2018	STORM DRAINAGE	55.80
	CORRECTIONS, DEPT OF		WATER DIST MAINS	89.27
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	427.72
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	543.04
127540	CUZ CONCRETE PROD	CATCH BASINS AND RISERS	ARTERIAL STREET-GENL	371.83
	CUZ CONCRETE PROD	REBAR CAGES	TRANSPORTATION	429.85
127541	D R HORTON	UB REFUND 8042 81ST	WATER/SEWER OPERATION	90.42
127542	DAVID & JENNIFER YOC	UB REFUND	WATER/SEWER OPERATION	80.35
	DAVID & JENNIFER YOC		GARBAGE	498.52
127543	DAY WIRELESS SYSTEMS	ANTENNA REPLACEMENT	POLICE PATROL	399.31
127544	DE NORA WATER TECH	COMPACT BELLOWS PUMPS	PUMPING PLANT	783.82
127545	DELL	REPLACEMENT PC'S	IS REPLACEMENT ACCOUNTS	14,689.40
127546	DIAMOND B CONSTRUCT	HEAT PUMP MAINTENANCE	UTIL ADMIN	218.04
127547	DICKS TOWING	TOWING EXPENSE-AZS4691	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-45539	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-45573	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-46663	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-47585	POLICE PATROL	71.61

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127547	DICKS TOWING	TOWING EXPENSE-MP18-47953	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-48965	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-49284	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-49538	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-49573	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-50018	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-50024	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-50060	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-50110	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-50141	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-51154	POLICE PATROL	71.61
127548	DIDOK, YELENA & PAVE	UB REFUND	WATER/SEWER OPERATION	213.25
127549	DUERMELL, PATRICIA	REIMBURSE POKER WALK EXPENSE	PERSONNEL ADMINISTRATION	75.21
127550	DUNLAP INDUSTRIAL	RATCHET STRAPS	WASTE WATER TREATMENT	176.51
127551	E&E LUMBER	WEATHERSTRIPPING	PARK & RECREATION FAC	5.99
	E&E LUMBER	HARDWARE KIT AND WALL PLATE	PUBLIC SAFETY BLDG	8.56
	E&E LUMBER	PENETRATE	PARK & RECREATION FAC	11.51
	E&E LUMBER	HORNET SPRAY	PARK & RECREATION FAC	14.62
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	14.64
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	15.39
	E&E LUMBER	CONCRETE	STORM DRAINAGE	17.24
	E&E LUMBER	BUCKETS, KEY RINGS AND KEYS	FACILITY MAINTENANCE	23.28
	E&E LUMBER	PIPE INSULATION AND TRAPS	OPERA HOUSE	42.32
	E&E LUMBER	PLYWOOD	PARK & RECREATION FAC	62.83
	E&E LUMBER	ROPE AND POLY FILM	STORM DRAINAGE	70.54
127552	ELLIOTT, MATTHEW	UB REFUND	WATER/SEWER OPERATION	29.92
127553	EMERALD HILLS	COFFEE	COMMUNITY CENTER	31.96
127554	ENVIRONMENTAL RES	LAB ANALYSIS	WASTE WATER TREATMENT	499.40
127555	ERICHSEN, PAUL & TAS	UB REFUND	WATER/SEWER OPERATION	100.93
127556	EVERETT DIST. COURT	BAIL POSTED	GENERAL FUND	5,000.00
127557	EVERETT HERALD	SUBSCRIPTION 10/18-10/19	PARK & RECREATION FAC	213.79
127558	EVERETT HYDRAULICS	REBUILD HYDRAULIC CYLINDER	EQUIPMENT RENTAL	453.06
127559	EVERETT STEEL CO	48X72 METAL SHEET	EQUIPMENT RENTAL	89.55
127560	EVERETT TIRE & AUTO	TIRES (7)	ER&R	1,028.46
127561	EVERGREEN SAFETY COU	CERT CARDS	EXECUTIVE ADMIN	231.42
	EVERGREEN SAFETY COU	INSTRUCTOR CERTIFICATION	EXECUTIVE ADMIN	345.00
127562	FAMILY PET MEDICAL	K-9 STEELE OFFICE VISIT	K9 PROGRAM	28.07
127563	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	48,000.00
127564	FERRELLGAS	PROPANE CHARGES	ROADWAY MAINTENANCE	159.67
	FERRELLGAS		TRAFFIC CONTROL DEVICES	159.67
127565	FISHERIES SUPPLY	CO2 DETECTORS	ER&R	304.51
127566	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	50.45
	FRONTIER COMMUNICATI	PHONE CHARGES	CITY HALL	54.13
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	54.14
	FRONTIER COMMUNICATI		POLICE PATROL	54.14
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	54.14
	FRONTIER COMMUNICATI		UTILITY BILLING	54.14
	FRONTIER COMMUNICATI		GENERAL	54.14
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	54.14
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	54.89
	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	56.17
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	95.50
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	103.23
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY	108.28
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	108.28
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	108.28
	FRONTIER COMMUNICATI		COMMUNITY CENTER	108.28

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127566	FRONTIER COMMUNICATI	PHONE CHARGES	GOLF ADMINISTRATION	108.28
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	270.70
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT	270.70
	FRONTIER COMMUNICATI		UTIL ADMIN	270.70
	FRONTIER COMMUNICATI	ACCT #36019703390831185	SEWER LIFT STATION	641.93
127567	GALLS, LLC	UNIFORM-PERRY	POLICE PATROL	5.84
	GALLS, LLC		POLICE PATROL	98.18
	GALLS, LLC	HOLSTER-PERRY	POLICE PATROL	117.82
	GALLS, LLC	EAR MOLDS	POLICE PATROL	167.76
	GALLS, LLC	UNIFORM-PERRY	POLICE PATROL	196.70
127568	GARDNER, SHIRLEY & J	UB REFUND	WATER/SEWER OPERATION	120.71
127569	GARMIRE IRON WORKS	SPRAY PARK CAPS	PARK & RECREATION FAC	395.49
127570	GEORGE, DAVID	ENTERTAINMENT 10/18/18	OPERA HOUSE	300.00
127571	GOVCONNECTION INC	REFUND LABEL PRINTER	POLICE PATROL	-443.38
	GOVCONNECTION INC		POLICE PATROL	-443.38
	GOVCONNECTION INC	REFUND BATTERIES	WATER FILTRATION PLANT	-141.14
	GOVCONNECTION INC	REFUND SOFTWARE	COMPUTER SERVICES	-48.55
	GOVCONNECTION INC	BATTERIES, DISPLAY PORTS, CONVERTER	CITY COUNCIL	34.86
	GOVCONNECTION INC	SNAP DEPLOY SOFTWARE	COMPUTER SERVICES	48.55
	GOVCONNECTION INC	BARRACUDA RENEWAL	COMPUTER SERVICES	157.11
	GOVCONNECTION INC	ARUBA HPE POWER SUPPLY	COMPUTER SERVICES	281.22
	GOVCONNECTION INC	UPS BATTERIES AMD ACCESSORIES	WATER FILTRATION PLANT	633.15
	GOVCONNECTION INC	BATTERIES, DISPLAY PORTS AND MOUSE	IS REPLACEMENT ACCOUNTS	750.92
	GOVCONNECTION INC	UPS BATTERIES AMD ACCESSORIES	WATER RESERVOIRS	852.47
127572	GRAINGER	GLOVES	ER&R	5.49
	GRAINGER	SHOVELS, HEADLAMPS, COVER AND PICKERS	ER&R	872.59
127573	GREEN RIVER CC	TRAINING-BRYANT, R	UTIL ADMIN	210.00
	GREEN RIVER CC	TRAINING-CARY	UTIL ADMIN	210.00
127574	GREENLEE, LISA & BRI	UB REFUND	WATER/SEWER OPERATION	21.95
127575	GREG RAIRDONS DODGE	BRAKE ROTORS, BRAKE PADS AND MOTOR	EQUIPMENT RENTAL	491.12
127576	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	546.60
127577	HALL, CHRISTOPHER &	UB REFUND	WATER/SEWER OPERATION	19.53
127578	HANNAHS, JESSE	REIMBURSE MEAL	TRANSPORTATION	15.00
127579	HD FOWLER COMPANY	COUPLINGS	STORM DRAINAGE	36.46
	HD FOWLER COMPANY	CHECK VALVES	WATER SERVICE INSTALL	130.57
	HD FOWLER COMPANY	CONNECTORS	SOURCE OF SUPPLY	175.30
	HD FOWLER COMPANY	AIR RELEASE VALVE	WATER DIST MAINS	371.25
	HD FOWLER COMPANY	12" PLUG	WATER DIST MAINS	376.27
	HD FOWLER COMPANY	METER SETTER AND CHECK VALVE	WATER SERVICE INSTALL	430.75
	HD FOWLER COMPANY	METER BOXES	WATER SERVICE INSTALL	536.00
	HD FOWLER COMPANY	FENCING	ARTERIAL STREET-GENL	733.05
127580	IMERGE CONSULTING	RECORDS MANAGEMENT CONSULTING	COMPUTER SERVICES	13,144.00
127581	IRON MOUNTAIN	ROCK	ARTERIAL STREET-GENL	1,188.87
	IRON MOUNTAIN		ARTERIAL STREET-GENL	1,793.56
127582	J & B TOOLS, LLC	OIL DRAIN PLUG WRENCHES	EQUIPMENT RENTAL	85.07
127583	J. THAYER COMPANY	COPY PAPER	PURCHASING/CENTRAL	54.54
	J. THAYER COMPANY	CLEANER, BOTTLES AND SIMPLE GREEN	ER&R	81.96
127584	JACOBY, JASON	UB REFUND	WATER/SEWER OPERATION	160.22
127585	KAISER PERMANENTE	DOT PHYSICALS (3)	UTIL ADMIN	125.00
	KAISER PERMANENTE		SOLID WASTE OPERATIONS	336.00
127586	KELLER SUPPLY COMPAN	ELBOWS, VALVES AND COPPER PIPE	MAINT OF GENL PLANT	44.12
127587	KEN'S PROFESSIONAL	WINDOW CLEANING	PUBLIC SAFETY BLDG	200.00
	KEN'S PROFESSIONAL		WASTE WATER TREATMENT	250.00
127588	KNEBEL COMPANY	MOLD ANALYSIS	FACILITY MAINTENANCE	270.00
127589	KRISTOFFERSEN, MONIK	INSTRUCTOR SERVICES	COMMUNITY CENTER	36.00
127590	LABOR & INDUSTRIES	EXPLOSIVE LICENSING RENEWAL	POLICE PATROL	100.00
127591	LASTING IMPRESSIONS	UNIFORM-PERRY	POLICE PATROL	24.00

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127592	LAYCOCK, JEFF	REIMBURSE CAKE PURCHASE-FOR HUDSON	ENGR-GENL	29.98
127593	LESTER, DARREN & TER	UB REFUND	WATER/SEWER OPERATION	345.75
127594	LOWES HIW INC	TOTES, HANGERS AND STORAGE HANGER	WATER DIST MAINS	70.33
127595	MACLEOD RECKORD,PLLC	PROFESSIONAL SERVICES	GMA-PARKS	58,217.39
127596	MAKERS		COMMUNITY	7,625.00
127597	MAKS, PAIGE L	UB REFUND	GARBAGE	81.60
127598	MARYSVILLE AREA	REPLACEMENT CHECK FOR PR CHECK #31657	PAYROLL CLEARING	50.00
127599	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SERVICES	FIRE-EMS	305,828.01
	MARYSVILLE FIRE DIST		FIRE-GENL	648,523.69
127600	MAURO, DAVID J	ENTERTAINMENT 10/9/18	OPERA HOUSE	100.00
127601	MCCAIN TRAFFIC SPLY	SIGNAL CABINET, LOCKS, RELAYS AND RISERS	TRANSPORTATION	11,466.46
127602	MCKINNEY, WALTER	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	35.00
127603	MESSERLY, CONNIE	REIMBURSE MILEAGE	PERSONNEL ADMINISTRATION	15.59
127604	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	402.00
127605	MOUNT, HERMAN	UB REFUND	WATER/SEWER OPERATION	66.77
127606	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WATER	SOLID WASTE OPERATIONS	18.98
	MOUNTAIN MIST		SEWER MAIN COLLECTION	18.98
	MOUNTAIN MIST		WASTE WATER TREATMENT	18.99
127607	NATL TACT OFFICERS	NTOA DUES-GOLDMAN	POLICE ADMINISTRATION	150.00
127608	NATURAL RESOURCES	FOREST LAND ASSESSMENT	UTIL ADMIN	66.52
127609	NISHIMURA, MARISA	REIMBURSE MEALS-TRAINING	OFFICE OPERATIONS	60.74
127610	NORTH SOUND HOSE	HOSE REPAIR	SEWER MAIN COLLECTION	29.39
	NORTH SOUND HOSE		STORM DRAINAGE	29.40
127611	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	3,792.76
127612	NORTHWEST CORROSION	CATHODIC PROTECTION SYSTEM TESTING	WATER RESERVOIRS	500.00
	NORTHWEST CORROSION		WATER SUPPLY MAINS	4,300.00
127613	NYITRAY, SANDRA	INSTRUCTOR SERVICES	RECREATION SERVICES	225.00
127614	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	7.56
	OFFICE DEPOT		ENGR-GENL	7.56
	OFFICE DEPOT	BATTERIES	WATER DIST MAINS	8.42
	OFFICE DEPOT	OFFICE SUPPLIES	OFFICE OPERATIONS	9.15
	OFFICE DEPOT	BATTERIES	COMMUNITY	17.45
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	40.57
	OFFICE DEPOT		UTIL ADMIN	53.84
	OFFICE DEPOT		ENGR-GENL	53.84
	OFFICE DEPOT		LEGAL-GENL	57.25
	OFFICE DEPOT		UTIL ADMIN	61.63
	OFFICE DEPOT		ENGR-GENL	61.64
	OFFICE DEPOT		POLICE PATROL	64.95
	OFFICE DEPOT		WASTE WATER TREATMENT	66.68
	OFFICE DEPOT	PLANNER	WASTE WATER TREATMENT	96.32
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	113.60
	OFFICE DEPOT	BATTERIES	UTIL ADMIN	166.90
	OFFICE DEPOT	OFFICE SUPPLIES	EXECUTIVE ADMIN	179.70
	OFFICE DEPOT		POLICE PATROL	244.88
	OFFICE DEPOT	CUPS	DETENTION & CORRECTION	676.59
127615	OMNI CONTRACTING SOL	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-271.80
	OMNI CONTRACTING SOL		WATER/SEWER OPERATION	1,150.00
127616	OREILLY AUTO PARTS	SPARK PLUGS AND WIRE SET	EQUIPMENT RENTAL	122.86
127617	PACIFIC POWER BATTER	BATTERY TENDER JR	SOURCE OF SUPPLY	32.44
	PACIFIC POWER BATTER	BEACON BATTERIES	TRANSPORTATION	280.26
	PACIFIC POWER BATTER	3.6 VOLT BATTERIES	WASTE WATER TREATMENT	309.19
127618	PACIFIC TOPSOILS	SANDY/LOAM DRY SOIL	ARTERIAL STREET-GENL	162.00
	PACIFIC TOPSOILS		ARTERIAL STREET-GENL	162.00
	PACIFIC TOPSOILS		ARTERIAL STREET-GENL	180.00
	PACIFIC TOPSOILS		ARTERIAL STREET-GENL	216.00
	PACIFIC TOPSOILS		ARTERIAL STREET-GENL	216.00

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127618	PACIFIC TOPSOILS	CLEAN SOD	ARTERIAL STREET-GENL	270.00
	PACIFIC TOPSOILS		ARTERIAL STREET-GENL	405.00
	PACIFIC TOPSOILS		ARTERIAL STREET-GENL	405.00
	PACIFIC TOPSOILS		ARTERIAL STREET-GENL	405.00
	PACIFIC TOPSOILS		ARTERIAL STREET-GENL	405.00
	PACIFIC TOPSOILS		ARTERIAL STREET-GENL	405.00
	PACIFIC TOPSOILS		ARTERIAL STREET-GENL	405.00
	PACIFIC TOPSOILS	SANDY/LOAM DRY SOIL	ARTERIAL STREET-GENL	540.00
	PACIFIC TOPSOILS		ARTERIAL STREET-GENL	720.00
127619	PACWEST MACHINERY	GUTTERBROOM SPRINGS	EQUIPMENT RENTAL	93.37
127620	PAPE MACHINERY	BACK UP PUMP SERVICE	SEWER LIFT STATION	910.75
	PAPE MACHINERY	PUMP ENGINE SERVICE	STORM DRAINAGE	927.03
127621	PARR LUMBER CO	FLASHLIGHTS	COMMUNITY	130.85
127622	PARTS STORE, THE	GREASE GUN REFUND-WARRANTY	SOLID WASTE OPERATIONS	-283.65
	PARTS STORE, THE	GEAR OIL REFUND	EQUIPMENT RENTAL	-61.10
	PARTS STORE, THE	HEADLIGHT	EQUIPMENT RENTAL	11.18
	PARTS STORE, THE	GASKET MATERIAL	PARK & RECREATION FAC	11.50
	PARTS STORE, THE	SERPENTINE BELT	EQUIPMENT RENTAL	32.28
	PARTS STORE, THE		EQUIPMENT RENTAL	40.36
	PARTS STORE, THE	HEATER FAN BLOWER MOTOR	EQUIPMENT RENTAL	46.54
	PARTS STORE, THE	OIL FILTERS, AIR FILTERS AND WW FLUID	ER&R	125.29
	PARTS STORE, THE	SHOP SUPPLIES	SMALL ENGINE SHOP	170.71
	PARTS STORE, THE	GREASE GUN	SOLID WASTE OPERATIONS	283.65
127623	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	132.00
127624	PETROCARD SYSTEMS	FUEL CONSUMED	FACILITY MAINTENANCE	116.90
	PETROCARD SYSTEMS		STORM DRAINAGE	123.22
	PETROCARD SYSTEMS		COMMUNITY	178.58
	PETROCARD SYSTEMS		PARK & RECREATION FAC	821.71
	PETROCARD SYSTEMS		GENERAL	2,235.66
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,259.78
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,165.16
	PETROCARD SYSTEMS		POLICE PATROL	8,394.78
127625	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	9.84
	PGC INTERBAY LLC		MAINTENANCE	32.20
	PGC INTERBAY LLC		PRO-SHOP	54.74
	PGC INTERBAY LLC		MAINTENANCE	66.74
	PGC INTERBAY LLC		PRO-SHOP	66.75
	PGC INTERBAY LLC		MAINTENANCE	73.39
	PGC INTERBAY LLC		PRO-SHOP	100.27
	PGC INTERBAY LLC		MAINTENANCE	132.10
	PGC INTERBAY LLC		PRO-SHOP	144.22
	PGC INTERBAY LLC		MAINTENANCE	160.60
	PGC INTERBAY LLC		MAINTENANCE	165.02
	PGC INTERBAY LLC		PRO-SHOP	236.73
	PGC INTERBAY LLC		PRO-SHOP	473.19
	PGC INTERBAY LLC		MAINTENANCE	725.75
	PGC INTERBAY LLC		PRO-SHOP	6,553.19
	PGC INTERBAY LLC		MAINTENANCE	9,490.97
127626	PICK OF THE LITTER	GRAPHIC DESIGN	OPERA HOUSE	977.02
127627	PILCHUCK RENTALS	RETURN TRIMMER LINE INV #71629	PARK & RECREATION FAC	-20.62
	PILCHUCK RENTALS	MOTO MIX AND FUNNEL	SOURCE OF SUPPLY	47.99
	PILCHUCK RENTALS	MAGNUM GATOR LINE	STORM DRAINAGE	157.10
	PILCHUCK RENTALS	BLADES, CHAIN, CHISEL AND BAR OIL	STORM DRAINAGE	355.37
127628	PLATT ELECTRIC	STRAPS, CLAMPS AND HAMMER	WASTE WATER TREATMENT	251.46
127629	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	43.20
127630	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURSE	GOLF ADMINISTRATION	8,497.25
127631	PREMIUM PLACE LP	REFUND PLANNING FEES	COMMUNITY DEVELOPMENT	3,250.00

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127632	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,970.40
127633	PUD	ACCT #202378659	MAINT OF GENL PLANT	17.58
	PUD	ACCT #200998532	PARK & RECREATION FAC	18.14
	PUD	ACCT #201931193	PARK & RECREATION FAC	18.14
	PUD	ACCT #221100092	GMA - STREET	18.14
	PUD	ACCT #202499489	COMMUNITY EVENTS	18.71
	PUD	ACCT #202791166	PUMPING PLANT	20.98
	PUD	ACCT #220761807	OPERA HOUSE	24.13
	PUD	ACCT #201672136	SEWER LIFT STATION	26.48
	PUD	ACCT #202368551	PARK & RECREATION FAC	27.06
	PUD	ACCT #201668043	PARK & RECREATION FAC	27.83
	PUD	ACCT #202178158	SEWER LIFT STATION	30.09
	PUD	ACCT #202476438	SEWER LIFT STATION	30.53
	PUD	ACCT #201610185	TRANSPORTATION	31.04
	PUD	ACCT #202220760	GOLF ADMINISTRATION	31.98
	PUD	ACCT #220792733	STREET LIGHTING	33.01
	PUD	ACCT #200650745	TRANSPORTATION	33.88
	PUD	ACCT #203005160	STREET LIGHTING	40.06
	PUD	ACCT #202694337	TRANSPORTATION	40.16
	PUD	ACCT #201670890	TRANSPORTATION	43.00
	PUD	ACCT #202140489	TRANSPORTATION	44.44
	PUD	ACCT #202368536	TRANSPORTATION	48.59
	PUD	ACCT #220153100	TRANSPORTATION	50.68
	PUD	ACCT #203199732	TRANSPORTATION	51.18
	PUD	ACCT #203519616	NON-DEPARTMENTAL	51.45
	PUD	ACCT #202102190	TRANSPORTATION	53.62
	PUD	ACCT #200827277	TRANSPORTATION	54.94
	PUD	ACCT #202183679	TRANSPORTATION	60.66
	PUD	ACCT #202368544	TRANSPORTATION	61.13
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	63.41
	PUD	ACCT #202143111	TRANSPORTATION	63.87
	PUD	ACCT #220298624	STREET LIGHTING	66.76
	PUD	ACCT #200571842	TRANSPORTATION	72.72
	PUD	ACCT #200869303	TRANSPORTATION	76.04
	PUD	ACCT #202000329	PARK & RECREATION FAC	78.51
	PUD	ACCT #200790061	PARK & RECREATION FAC	82.58
	PUD	ACCT #203231006	TRANSPORTATION	85.13
	PUD	ACCT #202557450	STREET LIGHTING	89.60
	PUD	ACCT #202463543	SEWER LIFT STATION	94.25
	PUD	ACCT #202689105	WASTE WATER TREATMENT	99.76
	PUD	ACCT #200084036	TRANSPORTATION	106.51
	PUD	ACCT #202490637	SEWER LIFT STATION	119.86
	PUD	ACCT #202012589	PARK & RECREATION FAC	123.98
	PUD	ACCT #201021698	PARK & RECREATION FAC	128.15
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	134.11
	PUD	ACCT #202294336	STREET LIGHTING	142.25
	PUD	ACCT #202572327	STREET LIGHTING	145.97
	PUD	ACCT #220731285	STREET LIGHTING	163.45
	PUD	ACCT #202030078	TRANSPORTATION	171.89
	PUD	ACCT #220761175	OPERA HOUSE	173.98
	PUD	ACCT #201021607	PARK & RECREATION FAC	182.73
	PUD	ACCT #203223458	PARK & RECREATION FAC	200.20
	PUD	ACCT #201065281	PARK & RECREATION FAC	267.58
	PUD	ACCT #200479541	COMMUNITY CENTER	278.60
	PUD	ACCT #200084150	TRANSPORTATION	288.18
	PUD	ACCT #200070449	TRANSPORTATION	315.53
	PUD	ACCT #202309720	TRAFFIC CONTROL DEVICES	373.43

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/27/2018 TO 10/3/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127633	PUD	ACCT #202689287	WASTE WATER TREATMENT	447.28
	PUD	ACCT #201639630	GOLF ADMINISTRATION	472.88
	PUD	ACCT #200586485	SEWER LIFT STATION	687.86
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,507.30
127634	PUGET SOUND SECURITY	KEYS MADE	EQUIPMENT RENTAL	47.13
	PUGET SOUND SECURITY		DETENTION & CORRECTION	54.99
127635	PUMPTECH INC	REPAIR US MOTOR 50 HP	SOURCE OF SUPPLY	5,427.73
	PUMPTECH INC	REPLACEMENT MOTOR AND INSTALLATION	SOURCE OF SUPPLY	12,870.15
127636	RADIA INC PS	INMATE MEDICAL CARE	DETENTION & CORRECTION	200.00
127637	REECE TRUCKING	PAY ESTIMATE #1	GENERAL	3,500.00
127638	RICOH USA, INC.	PRINTER/COPIER CHARGES	PROBATION	2.39
	RICOH USA, INC.		OFFICE OPERATIONS	11.76
	RICOH USA, INC.		POLICE PATROL	50.89
	RICOH USA, INC.		WASTE WATER TREATMENT	73.66
	RICOH USA, INC.		PROPERTY TASK FORCE	75.04
	RICOH USA, INC.		MUNICIPAL COURTS	92.25
	RICOH USA, INC.		PROPERTY TASK FORCE	115.84
	RICOH USA, INC.		WASTE WATER TREATMENT	196.18
	RICOH USA, INC.		POLICE PATROL	261.15
	RICOH USA, INC.		POLICE PATROL	916.74
127639	RMT EQUIPMENT	TIRES AND RIMS	SMALL ENGINE SHOP	791.95
127640	ROY ROBINSON	BATTERY CHARGING RELAY ASSEMBLIES	ER&R	139.23
	ROY ROBINSON	FUEL PUMP MODULE ASSEMBLY	EQUIPMENT RENTAL	290.94
127641	SAFEWAY INC.	INMATE SUPPLIES	DETENTION & CORRECTION	11.42
127642	SAFEWAY INC.	CERT CLASS/BBQ SUPPLIES	PERSONNEL ADMINISTRATION	15.35
	SAFEWAY INC.		EXECUTIVE ADMIN	34.21
127643	SAFEWAY INC.	TOUCH A TRUCK SUPPLIES	RECREATION SERVICES	50.13
127644	SAFEWAY INC.	CLEANING SUPPLIES, BATTERIES	UTIL ADMIN	59.98
	SAFEWAY INC.		SUNNYSIDE FILTRATION	76.97
127645	SEA-ALASKA INDUSTRIA	REBUILD 15HP PUMP #2 EAGLE BAY	SEWER LIFT STATION	1,829.61
	SEA-ALASKA INDUSTRIA	REBUILD CEDARCREST PUMP #2	SEWER LIFT STATION	3,660.47
127646	SHAFFER, MICHAEL & R	UB REFUND	WATER/SEWER OPERATION	56.46
127647	SHEFLO, RONNI	REFUND CLASS FEES	PARKS-RECREATION	15.00
127648	SHRED-IT US	MONTHLY SHREDDING SERVICES	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	37.16
127649	SISKUN POWER EQUIPME	2 CYCLE OIL	ER&R	393.87
127650	SIX ROBBLEES INC	HARDWARE	EQUIPMENT RENTAL	202.05
127651	SMITH, HOLLY	REFUND CLASS FEES	PARKS-RECREATION	10.00
127652	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	164,667.00
127653	SNO CO TREASURER	SRDGTJ JAG GRANT CONTRIBUTION QTR 2	DRUG ENFORCEMENT	1,783.28
127654	SOLID WASTE SYSTEMS	HYDRAULIC PUMP ASSEMBLY	EQUIPMENT RENTAL	3,373.05
127655	SOUND PUBLISHING	ADVERTISEMENT	OPERA HOUSE	270.00
127656	SOUND SAFETY	JEANS-REISWIG	UTIL ADMIN	64.21
127657	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	26.93
	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	85.62
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	85.62
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	85.62
127658	STAPLES	OFFICE SUPPLY CREDIT	EXECUTIVE ADMIN	-30.11
	STAPLES	OFFICE SUPPLIES	EXECUTIVE ADMIN	30.11
	STAPLES	THERMOMETER	ENGR-GENL	52.36
	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	81.90
	STAPLES		COMMUNITY	202.90
	STAPLES		PERSONNEL ADMINISTRATION	205.61
127659	STATE PATROL	ACCESS USER FEE	COMMUNICATION CENTER	600.00
127660	SUBURBAN PROPANE	PROPANE CHARGES	PARK & RECREATION FAC	872.04
127661	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	1,067.50
	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	1,643.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/27/2018 TO 10/3/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127662	SUPERIOR SOLE WELDIN	REBAR	PARK & RECREATION FAC	510.05
127663	SWEARENGIN, ROBERT	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	1,206.26
127664	TETRA TECH INC.	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	7,551.03
127665	TIRE DISPOSAL & RECY TIRE DISPOSAL & RECY	DISPOSAL FEES	EQUIPMENT RENTAL	160.50
			ROADSIDE VEGETATION	329.30
127666	TRAILER BOSS	2018 MIRAGE CARGO TRAILER	EQUIPMENT RENTAL	10,000.00
127667	WALKER, AMY	UB REFUND	WATER/SEWER OPERATION	21.31
127668	WALTER E NELSON CO.	JANITORIAL SUPPLIES	PARK & RECREATION FAC	735.69
127669	WASTE MANAGEMENT	YARD WASTE/RECYCLE SERVICE	RECYCLING OPERATION	126,080.14
127670	WENGEL, WILLIAM	UB REFUND	WATER/SEWER OPERATION	6.77
127671	WENTWORTH, DAWNE	REFUND CLASS FEES	PARKS-RECREATION	70.00
127672	WESTERN TRUCK	WW PUMP	EQUIPMENT RENTAL	47.64
	WESTERN TRUCK	HEATER CONTROL MODULE	EQUIPMENT RENTAL	161.92
	WESTERN TRUCK	DIAGNOSE AND REPAIR #J031	EQUIPMENT RENTAL	340.39
	WESTERN TRUCK		EQUIPMENT RENTAL	2,948.57
	WESTERN TRUCK	DIAGNOSE AND REPAIR #J034	EQUIPMENT RENTAL	2,983.89
127673	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE KIP PRINTER	UTIL ADMIN	117.83
127674	WIN-911 SOFTWARE	WIN-911 ANNUAL SUPPORT RENEWAL	UTIL ADMIN	1,980.00
127675	WOODMANSEE, LAUREN	REIMBURSE SPECIAL EVENT SUPPLIES	OPERA HOUSE	161.14
WARRANT TOTAL:				<u>1,954,999.38</u>
CHECK #127515 INITIATOR ERROR				(73.65)
				<u>1,954,925.73</u>

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: October 22, 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 October 5, 2018 payroll in the amount \$1,922,878.69, paid by EFT Transactions and Check No.'s 32012 through 32043 with Check No. 31888 voided.

COUNCIL ACTION:

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 22, 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 October 10, 2018 claims in the amount of \$379,010.95 paid by EFT transactions and Check No.'s 127676 through 127794 with Check No. 127638 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-10

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$379,010.95 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 127676 THROUGH 127794 WITH CHECK NO.127638 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 **22nd DAY OF OCTOBER 2018.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/4/2018 TO 10/10/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127676	REVENUE, DEPT OF	3RD QTR LEASEHOLD TAX 2018	NON-DEPARTMENTAL	650.93
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,155.60
	REVENUE, DEPT OF		GENERAL FUND	1,766.89
	REVENUE, DEPT OF		GOLF COURSE	1,935.09
127677	LICENSING, DEPT OF	CPL BATCH 10/2/18	GENERAL FUND	825.00
127678	LICENSING, DEPT OF	DEALERS LICENSE SECONDHAND	GENERAL FUND	125.00
127679	LICENSING, DEPT OF	DEALERS LICENSE-PAWNS PLUS	GENERAL FUND	125.00
127680	ANDES LAND SURVEY	FIRST STREET BYPASS PROJECT	GMA - STREET	720.00
127681	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	218.10
127682	BARKER, ROCHELLE	REIMBURSE PRINTING EXPENSE	LEGAL - PROSECUTION	113.79
127683	BARTELS, JEREMY	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
127684	BERK CONSULTING INC.	MIC SUBAREA PLAN 2018	COMMUNITY	2,466.25
127685	BLANCHARD, JULIE	UB REFUND	WATER/SEWER OPERATION	15.62
127686	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	2,000.00
127687	CAMP FIRE USA	INSTRUCTOR SERVICES	RECREATION SERVICES	192.00
127688	CAPITAL INDUSTRIES	10X 2 YD REAR LOAD CONTAINERS	SOLID WASTE OPERATIONS	8,329.79
127689	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
	CARDWELL, IRATXE		COURTS	100.00
127690	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT	4,067.25
127691	CLICK2MAIL	CLICK 2 MAIL PAYMENT	COMMUNITY	782.55
127692	COASTAL FARM & HOME	CUT OFF WHEELS	ROADWAY MAINTENANCE	19.57
127693	CONSOLIDATED TECH	IGN MONTHLY CHARGES	OFFICE OPERATIONS	350.00
127694	COPIERS NORTHWEST	STAPLE CARTRIDGES	EXECUTIVE ADMIN	42.52
	COPIERS NORTHWEST		LEGAL-GENL	42.52
127695	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,848.71
127696	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	68.67
127697	CUMMINS, TONN	UB REFUND	WATER/SEWER OPERATION	47.88
127698	DALEY, LINDA		WATER/SEWER OPERATION	25.00
127699	DATA QUEST LLC	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	50.00
127700	DIAMOND B	HEAT PUMP SERVICE	WATER SERVICES	145.35
	DIAMOND B		STORM DRAINAGE	290.71
	DIAMOND B	FREEZER REPAIR-PSB	PUBLIC SAFETY BLDG	536.02
	DIAMOND B	REPLACE HEAT PUMP	MAINT OF GENL PLANT	1,920.39
127701	DICKS TOWING	TOWING EXPENSE-#P149	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-2003 MERCEDES-BENZ	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-42094	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-51586	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-51794	POLICE PATROL	71.61
127702	DONNELSON ELECTRIC	ELECTRICAL REPAIR-OPERA HOUSE	OPERA HOUSE	852.43
	DONNELSON ELECTRIC	LED LIGHTING INSTALL-WEST LIFT STATION	WASTE WATER TREATMENT	1,474.43
127703	E&E LUMBER	HARDWARE REFUND	UTILADMIN	-18.36
	E&E LUMBER		SUNNYSIDE FILTRATION	-16.81
	E&E LUMBER	ALUMINUM	POLICE INVESTIGATION	10.46
	E&E LUMBER	SANITIZER, RAGS AND FEBREEZE	PARK & RECREATION FAC	32.35
	E&E LUMBER	TOLUENE AND RAGS	PARK & RECREATION FAC	32.45
	E&E LUMBER	GLOVES AND TARP	PARK & RECREATION FAC	43.95
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	49.86
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	335.83
127704	EAGLE FENCE	REPAIR CHAIN LINK FENCE-108TH-51ST	ROADSIDE VEGETATION	540.05
127705	EINIG, LARRY	UB REFUND	GARBAGE	252.14
	EINIG, LARRY		GARBAGE	252.14
127706	ENTERPRISE RENTAL	CAR RENTAL	POLICE TRAINING-FIREARMS	312.03
127707	EVERETT, CITY OF	ANIMAL SHELTER FEES-AUGUST 2018	COMMUNITY SERVICES UNIT	5,055.00
127708	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	42.35
127709	FEDEX		WATER FILTRATION PLANT	22.93
	FEDEX		TRANSPORTATION	47.19
127710	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	48,000.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/4/2018 TO 10/10/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127711	FINLEY, JOSEPH	REIMBURSE MILEAGE	COMPUTER SERVICES	135.97
127712	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	53.58
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	54.89
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	55.06
127713	GATTI, CHRISTINE	UB REFUND	WATER/SEWER OPERATION	1.63
	GATTI, CHRISTINE		WATER/SEWER OPERATION	79.18
127714	GRAY AND OSBORNE	PROFESSIONAL SERVICES	STORM DRAINAGE	859.74
127715	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	POLICE ADMINISTRATION	0.01
	GREATAMERICA FINANCI		CITY CLERK	40.23
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	40.23
	GREATAMERICA FINANCI		FINANCE-GENL	40.23
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATION	40.23
	GREATAMERICA FINANCI		UTILITY BILLING	40.23
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	40.23
	GREATAMERICA FINANCI		POLICE INVESTIGATION	46.26
	GREATAMERICA FINANCI		POLICE PATROL	46.26
	GREATAMERICA FINANCI		OFFICE OPERATIONS	46.26
	GREATAMERICA FINANCI		DETENTION & CORRECTION	46.26
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	46.26
	GREATAMERICA FINANCI		COMMUNITY	48.58
	GREATAMERICA FINANCI		ENGR-GENL	48.58
	GREATAMERICA FINANCI		UTIL ADMIN	48.59
127716	GREEN DOT CONCRETE	CONCRETE	PARK & RECREATION FAC	357.30
127717	GREENHAUS PORTABLE	PORTABLE SERVICE	PARK & RECREATION FAC	250.00
	GREENHAUS PORTABLE		RECREATION SERVICES	380.00
127718	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
127719	HACH COMPANY	SOLITAX TSS PROBE W/CONTROLLER	WASTE WATER TREATMENT	6,499.34
127720	HAGGEN INC.	TRAINING LUNCH	EXECUTIVE ADMIN	70.36
127721	HANEY-COOK, JANICE	UB REFUND	WATER/SEWER OPERATION	28.35
	HANEY-COOK, JANICE		GARBAGE	59.81
	HANEY-COOK, JANICE		GARBAGE	247.89
127722	HANNAHS, JESSE	REIMBURSE MILEAGE AND MEAL	TRANSPORTATION	67.10
127723	HBLE	BODY ARMOR VESTS	POLICE PATROL	951.82
	HBLE		POLICE PATROL	951.83
	HBLE		POLICE PATROL	6,662.80
127724	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	69.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	103.20
	HENNIG, JEANINE TULL		RECREATION SERVICES	141.90
	HENNIG, JEANINE TULL		RECREATION SERVICES	174.15
127725	HOUSE OF UPHOLSTERY	SEAT REPAIR/RECOVER	EQUIPMENT RENTAL	321.85
127726	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
127727	JERDE, ANDREW	UB REFUND	WATER/SEWER OPERATION	132.38
127728	KEEFE, RYAN M	REIMBURSE MEAL	UTIL ADMIN	10.35
127729	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	STORM DRAINAGE	6,812.40
127730	LAKE STEVENS COURT L	UB REFUND	WATER/SEWER OPERATION	94.72
127731	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	270.00
127732	LARSON, ERIC & JANA E	UB REFUND	WATER/SEWER OPERATION	24.69
127733	LASTING IMPRESSIONS	UNIFORM SHIRTS	POLICE PATROL	83.91
	LASTING IMPRESSIONS	POLO SHIRTS	OPERA HOUSE	172.38
	LASTING IMPRESSIONS	TSHIRTS AND LONG SLEEVE SHIRTS	ER&R	673.80
127734	LESTER, TERI	REIMBURSE MILEAGE-CONFERENCE	PERSONNEL ADMINISTRATION	183.12
127735	LOWES HIW INC	LED BULBS	FACILITY MAINTENANCE	7.73
	LOWES HIW INC		WATER QUAL TREATMENT	31.02
127736	LYBARGER, THOMAS & M	UB REFUND	WATER/SEWER OPERATION	149.59
127737	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	200.91
127738	MARYSVILLE PRINTING	BUSINESS CARDS	WASTE WATER TREATMENT	106.29

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/4/2018 TO 10/10/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127738	MARYSVILLE PRINTING	BUSINESS CARDS AND SHELLS	POLICE PATROL	389.58
	MARYSVILLE PRINTING		EMBEDDED SOCIAL WORKER	473.98
	MARYSVILLE PRINTING	CASE JACKETS	POLICE PATROL	710.24
127739	MARYSVILLE, CITY OF	UTILTY SERVICE-4123 71ST NE	SUNNYSIDE FILTRATION	115.04
	MARYSVILLE, CITY OF	UTILITY SERVICE-4020 71ST AVE NE	SUNNYSIDE FILTRATION	306.24
127740	MCALLISTER & QUINN	RETAINER FOR PERIOD ENDING 9/30/18	FINANCIAL & RECORDS	8,000.00
127741	MESA, RODNEY	UB REFUND	WATER/SEWER OPERATION	62.31
127742	MIKESELL, KRISTINE &		WATER/SEWER OPERATION	71.13
127743	MOTOR TRUCKS	COOLANT	ER&R	197.75
127744	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WATER	WASTE WATER TREATMENT	14.18
	MOUNTAIN MIST		SEWER MAIN COLLECTION	14.18
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	14.19
127745	MUISE, SHANDRA	REFUND CLASS FEES	PARKS-RECREATION	52.00
	MUISE, SHANDRA	REFUND CLASS FEES	PARKS-RECREATION	52.00
127746	NAVIA BENEFIT	FLEXPLAN FEES-SEPTEMBER 2018	PERSONNEL ADMINISTRATION	58.10
127747	NIGHTINGALE, JAMES	UB REFUND	WATER/SEWER OPERATION	32.40
127748	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	4,918.67
127749	OFFICE DEPOT	BOOK RINGS	OFFICE OPERATIONS	11.66
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	67.73
	OFFICE DEPOT	USB SUPPLIES	POLICE PATROL	71.01
	OFFICE DEPOT		POLICE PATROL	82.44
127750	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	120.00
	OLASON, MONICA		RECREATION SERVICES	142.50
	OLASON, MONICA		RECREATION SERVICES	144.00
	OLASON, MONICA		RECREATION SERVICES	144.00
	OLASON, MONICA		RECREATION SERVICES	150.00
	OLASON, MONICA		RECREATION SERVICES	151.20
	OLASON, MONICA		RECREATION SERVICES	162.00
	OLASON, MONICA		RECREATION SERVICES	162.00
	OLASON, MONICA		RECREATION SERVICES	168.00
	OLASON, MONICA		RECREATION SERVICES	174.00
	OLASON, MONICA		RECREATION SERVICES	174.00
	OLASON, MONICA		RECREATION SERVICES	192.00
	OLASON, MONICA		RECREATION SERVICES	288.00
	OLASON, MONICA		RECREATION SERVICES	312.00
127751	PENWAY LTD	LAND USE SIGNS	COMMUNITY	1,041.91
127752	PETTY CASH- PW	VEHICLE LICENSING/PARKING/SUPPLIES	EQUIPMENT RENTAL	2.00
	PETTY CASH- PW		WASTE WATER TREATMENT	14.18
	PETTY CASH- PW		EQUIPMENT RENTAL	40.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
127753	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	25.23
	PGC INTERBAY LLC		PRO-SHOP	30.74
	PGC INTERBAY LLC		PRO-SHOP	41.10
	PGC INTERBAY LLC		PRO-SHOP	181.54
	PGC INTERBAY LLC		PRO-SHOP	217.74
	PGC INTERBAY LLC		MAINTENANCE	219.47
	PGC INTERBAY LLC		PRO-SHOP	818.80
	PGC INTERBAY LLC		MAINTENANCE	945.00
	PGC INTERBAY LLC		MAINTENANCE	1,121.02
	PGC INTERBAY LLC		MAINTENANCE	1,174.38
	PGC INTERBAY LLC		MAINTENANCE	2,620.07
	PGC INTERBAY LLC		MAINTENANCE	3,173.20
	PGC INTERBAY LLC		GOLF COURSE	5,606.87
127754	PILCHUCK RENTALS	GENERATOR RENTAL	SUNNYSIDE FILTRATION	1,151.53
127755	PLATT ELECTRIC	LABEL MAKER TAPE	TRANSPORTATION	47.70
	PLATT ELECTRIC	TSS METER MOUNT PARTS	WASTE WATER TREATMENT	81.33

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/4/2018 TO 10/10/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127755	PLATT ELECTRIC	PANEL, CORNER AND PST	WASTE WATER TREATMENT	137.60
	PLATT ELECTRIC	KNEELING PADS, TAPE AND SNIPS	TRANSPORTATION	249.25
127756	PUD	ACCT #205283641	STREET LIGHTING	9.08
	PUD	ACCT #205026476	STREET LIGHTING	11.01
	PUD	ACCT #201380995	PUMPING PLANT	15.66
	PUD	ACCT #204584361	STREET LIGHTING	17.16
	PUD	ACCT #205026476	STREET LIGHTING	17.21
	PUD	ACCT #204933311	PUMPING PLANT	17.58
	PUD	ACCT #204584361	STREET LIGHTING	22.74
	PUD	ACCT #221303498	STREET LIGHTING	29.63
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	53.98
	PUD	ACCT #200800704	STREET LIGHTING	55.35
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	66.54
	PUD	ACCT #201046380	PARK & RECREATION FAC	70.55
	PUD	ACCT #203540174	PARK & RECREATION FAC	86.11
	PUD	ACCT #202368197	PUMPING PLANT	99.37
	PUD	ACCT #202576112	STREET LIGHTING	126.79
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #202461554	SEWER LIFT STATION	320.37
	PUD	ACCT #202604203	STREET LIGHTING	1,624.98
	PUD	ACCT #202576112	STREET LIGHTING	2,409.05
	PUD	ACCT #202604203	STREET LIGHTING	2,437.46
	PUD	ACCT #202882098	STREET LIGHTING	9,743.10
	PUD		STREET LIGHTING	15,239.21
127757	RANCOURT, JENNIFER	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
127758	RAY, SCOTT	UB REFUND	WATER/SEWER OPERATION	25.00
127759	RICOH USA, INC.	PRINTER/COPIER CHARGES	PROBATION	2.39
	RICOH USA, INC.		OFFICE OPERATIONS	11.76
	RICOH USA, INC.		POLICE PATROL	50.89
	RICOH USA, INC.		WASTE WATER TREATMENT	73.66
	RICOH USA, INC.		MUNICIPAL COURTS	92.25
	RICOH USA, INC.		PROPERTY TASK FORCE	115.84
	RICOH USA, INC.		POLICE PATROL	916.74
127760	RICOH USA, INC.		PROPERTY TASK FORCE	75.04
	RICOH USA, INC.		WASTE WATER TREATMENT	196.18
	RICOH USA, INC.		POLICE PATROL	261.15
127761	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
	RUSDEN, JOHN		MUNICIPAL COURTS	370.00
127762	SHEFLO, RONNI	REFUND CLASS FEES	PARKS-RECREATION	52.00
127763	SMITH, CATE		PARKS-RECREATION	25.00
	SMITH, CATE		PARKS-RECREATION	25.00
127764	SMITH, LEAH & OLIVER	UB REFUND	WATER/SEWER OPERATION	451.19
127765	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	594.05
127766	SNO CO TREASURER	INMATE HOUSING-AUGUST 2018	DETENTION & CORRECTION	40,509.83
127767	SNOHOMISH CO 911	ACCESS ASSESSMENT FEES	COMMUNICATION CENTER	2,661.50
	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	84,327.15
127768	SPRINGBROOK NURSERY	ROCK	PARK & RECREATION FAC	26.93
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	53.85
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	53.85
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	53.85
	SPRINGBROOK NURSERY	TRUCK/TRAILER RENTAL	ARTERIAL STREET-GENL	2,430.00
127769	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	14.66
	STAPLES		MUNICIPAL COURTS	32.71
	STAPLES		MUNICIPAL COURTS	51.07
	STAPLES		PARK & RECREATION FAC	63.31
	STAPLES		PERSONNEL ADMINISTRATION	97.61
	STAPLES		MUNICIPAL COURTS	295.38

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/4/2018 TO 10/10/2018


<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
127770	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATION	204.00
127771	STEEN, GREGORY	UB REFUND	WATER/SEWER OPERATION	142.24
127772	SULLIVAN, DANIEL E		WATER/SEWER OPERATION	41.15
127773	SWANSON, JOSEPH		WATER/SEWER OPERATION	204.65
127774	TRUE NORTH EQUIPMENT	ANTI BLAST JET HEAD	STORM DRAINAGE	1,839.92
	TRUE NORTH EQUIPMENT		SEWER MAIN COLLECTION	1,839.92
127775	TULALIP CHAMBER	BBH-SEPTEMBER	EXECUTIVE ADMIN	23.00
	TULALIP CHAMBER		PERSONNEL ADMINISTRATION	23.00
	TULALIP CHAMBER		CITY COUNCIL	115.00
127776	TYLER TECHNOLOGIES	PAGE 10	UTIL ADMIN	1,755.00
	TYLER TECHNOLOGIES		FINANCE-GENL	3,510.00
	TYLER TECHNOLOGIES		PERSONNEL ADMINISTRATION	3,510.00
127777	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	33.65
127778	US BANK	APPLICATION FEE-11207 STATE AVE	GMA - STREET	250.00
127779	USA BLUEBOOK	ATOMIC CLOCK, TSS PAPERS AND CYLINDERS	WASTE WATER TREATMENT	373.11
127780	VASBINDER, ERIC & KA	UB REFUND	WATER/SEWER OPERATION	53.46
127781	VERIZON	AMR LINES	METER READING	288.89
127782	WA ASPHALT PAVEMENT	2018 WA ASPHALT CONFERENCE-BENTON	ENGR-GENL	235.00
127783	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	520.00
	WA STATE TREASURER		GENERAL FUND	35,474.42
127784	WALKER, ANDREA & BRI	UB REFUND	WATER/SEWER OPERATION	39.31
127785	WAVEDIVISION HOLDING	ACCT #8136756970000474	WATER QUAL TREATMENT	116.40
	WAVEDIVISION HOLDING		CENTRAL SERVICES	537.68
	WAVEDIVISION HOLDING		COMPUTER SERVICES	1,088.54
127786	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	339.76
127787	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,716.14
127788	WEBER 14 LLC	UB REFUND	WATER/SEWER OPERATION	27.03
127789	WESTBY, BRENT		WATER/SEWER OPERATION	123.12
127790	WISEMAN, GARRETT	REIMBURSE UNIFORM REPAIR EXPENSE	POLICE PATROL	9.69
127791	WRIGHT, RHONDA	ENTERTAINMENT 10/13/18	OPERA HOUSE	400.00
127792	WU, THOMAS	INTERPRETER SERVICES	COURTS	150.00
127793	YAMAHA MOTOR CORP	GOLF CART LEASE	GOLF ADMINISTRATION	1,264.19
127794	ZAR LLC	UB REFUND	GARBAGE	102.33
WARRANT TOTAL:				<u>380,806.85</u>
CHECK #127638 INITIATOR ERROR				(1795.90)
				<u>379,010.95</u>

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: *October 22*, 2018

AGENDA ITEM:	
Acceptance of the Waste 2 Resources Waste Reduction and Recycling Education Grants Agreement with Department of Ecology (DOE)	
PREPARED BY:	DIRECTOR APPROVAL:
JR Myers, Solid Waste/Support Services Supervisor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
DOE Grant Agreement	
BUDGET CODE:	AMOUNT:
41046290.541000	\$40,000.00
SUMMARY:	

Staff is requesting authorization to sign 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.

Total PSA amount 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. Department of Ecology will reimburse the City for funds expended. 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 educational activities at 35 to 50 multi-family properties.

RECOMMENDED ACTION:

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.

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 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

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

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.

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>Project Manager</p>	<p>Jack Harris</p> <p>5419 Greenwood Ave North Seattle, Washington 98103 Email: jharris@seanet.com Phone: (206) 755-5225</p>
<p>Billing Contact</p>	<p>JR Myers Solid Waste Supervisor</p> <p>80 Columbia Ave. Marysville, Washington 98270 Email: jrmyers@marysvillewa.gov Phone: (360) 363-8100</p>
<p>Authorized Signatory</p>	<p>JR Myers Solid Waste Supervisor</p> <p>80 Columbia Ave. Marysville, Washington 98270 Email: jrmyers@marysvillewa.gov Phone: (360) 363-8100</p>

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

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

By: _____

By: _____

Laurie Davies
Waste 2 Resources
Program Manager
Date

JR Myers
Solid Waste Supervisor
Date

Template Approved to Form by
Attorney General's Office

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

Jon Nehring

Mayor

Date

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.
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:

Properly managed and fully documented project that meets ECOLOGY’s grant administration requirements

Task Expected Outcome:

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

Recipient Task Coordinator: JR Myers

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

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.

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

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
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

BUDGET

Funding Distribution EG190021

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: Litter Control Account Funding Type: Grant
 Funding Effective Date: 07/01/2018 Funding Expiration Date: 06/30/2019
 Funding Source:

Title: Waste Reduction, Recycling, and Litter Control Account
 Type: State
 Funding Source %: 100%
 Description: Litter Tax

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 25%
 InKind Interlocal Allowed: No
 InKind Other Allowed: Yes
 Is this Funding Distribution used to match a federal grant? No

Litter Control Account	Task Total
Project Administration	\$ 4,000.00
Multifamily Clean Recycling	\$ 36,000.00

Total: \$ 40,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Litter Control Account	25.00 %	\$ 10,000.00	\$ 30,000.00	\$ 40,000.00
Total		\$ 10,000.00	\$ 30,000.00	\$ 40,000.00

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

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

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

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

GENERAL TERMS AND CONDITIONS

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:

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

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

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

7. COMPLIANCE WITH ALL LAWS

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

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

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

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

8. CONFLICT OF INTEREST

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

9. CONTRACTING FOR GOODS AND SERVICES

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

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

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

10. DISPUTES

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

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

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

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

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

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

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

11. ENVIRONMENTAL DATA STANDARDS

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

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

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

12. GOVERNING LAW

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

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

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

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

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

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

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

18. PRESENTATION AND PROMOTIONAL MATERIALS

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

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

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

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

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

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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

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

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

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

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 #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 22, 2018

AGENDA ITEM:	
Interlocal Cooperative Purchasing Agreement with Snohomish County Public Transportation Benefit Area dba Community Transit	
PREPARED BY:	DIRECTOR APPROVAL:
Tonya Miranda, Administrative Services Manager	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Interlocal Cooperative Purchasing Agreement	
BUDGET CODE:	AMOUNT:
SUMMARY:	

RCW Chapter 39.34 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide service and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

Staff would like to enter into an intergovernmental purchasing agreement with Community Transit to gain efficiencies in the bidding and purchasing processes.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the Interlocal Cooperative Purchasing Agreement with Community Transit.

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made by and between the City of Marysville and Snohomish County Public Transportation Benefit Area dba Community Transit, both public agencies of the State of Washington within the meaning of RCW 39.34.020(1) (collectively the "Parties" and, individually, a "Party").

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies; and

WHEREAS, each of the Parties desires to utilize the other Party's competitively awarded contracts when it is consistent with those awards and applicable law and when it is in their individual interest;

NOW, THEREFORE, the Parties agree as follows:

1. Each of the Parties from time to time goes out to public bid or undertakes other competitive solicitation and then contracts with vendors and service providers to purchase supplies, materials, equipment, and services.
2. Each of the Parties hereby agrees to extend to the other Party the right to purchase pursuant to such bids and contracts to the extent (a) permitted by applicable law and (b) agreed upon between the awarding Party and its bidders, contractors, vendors, suppliers or service providers.
3. Each Party shall comply with all applicable laws and regulations governing its own purchases.
4. A Party purchasing from one of the other Party's contracts shall pay the bidder, contractor, vendor, supplier, or service provider directly in accordance with its own payment procedures for its own purchases.
5. This Agreement shall create no obligation on either Party to purchase any particular good or service from the other Party's contracts, nor shall it create any assurance, warranty, or other obligation on either Party to supply to the other Party any good or service through contracts awarded by it.
6. Each Party will indemnify and hold the other Party harmless as to any claim arising out of its negligence in the use of this Agreement.
7. Any purchase made pursuant to this Agreement is not a purchase from either of the Parties. The Party awarding a contract shall not be responsible or liable for the performance of the bidder, contractor, vendor, supplier, or service provider. No obligation, except as stated herein, shall be created between the Parties or between the Parties and any applicable bidder or contractor.

8. No separate legal or administrative entity is intended to be created pursuant to this Agreement. Nothing in this Agreement shall be construed to render the Parties partners or joint venturers.
9. Both Parties agree that they shall not discriminate against any person or vendor on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (Chapter 49.60 RCW) or the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.) or another applicable state, federal or local law, rule or regulation.
10. The Marysville Finance Director and Procurement & Contracts Manager of Community Transit shall be the representatives of the Parties for purposes of carrying out the terms of this Agreement.
11. This Agreement will become effective upon execution by the parties and either: (a) filing of the Agreement with the appropriate County Auditor, or (b) listing of the Agreement by subject on the public agency's web site as provided in RCW 39.34.040.
12. This Agreement shall continue in force until terminated by either Party, which termination may be effected upon receipt by one of the Parties of the written notice of termination of the other Party.
13. In the event of termination of this Agreement, any goods or services acquired by either Party pursuant to the terms of this Agreement shall remain the property of the purchasing Party.
14. This Agreement constitutes the entire Agreement between the Parties as to its subject matter.

<p>CITY OF MARYSVILLE</p> <p>By: _____ Jon Nehring, Mayor</p> <p>Date: _____</p>	<p>COMMUNITY TRANSIT</p> <p>By: <u>Ken Beardsley</u></p> <p>Date: <u>9/24/18</u></p>
<p>Attested/Authenticated:</p> <p>_____, Deputy City Clerk</p>	<p>Attested/Authenticated:</p> <p><u>Paul McInitt</u></p>
<p>Approved as to form:</p> <p>_____ Jon Walker, City Attorney</p>	<p>Approved as to form:</p> <p><u>Matthew R. Hendricks</u></p>

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 22, 2018

AGENDA ITEM:	
Amendment correcting the legal description and map of street vacation Ordinance 2990	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Holland, Planning Manager	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Letter from Snohomish County Assessor's Land Segregation Department, dated September 4, 2019. 2. Smokey Point Market Place Binding Site Plan 3. Ordinance correcting the legal description and map of Ordinance 2990 	
BUDGET CODE:	AMOUNT:
SUMMARY:	

On February 9, 2015 Marysville City Council passed Ordinance 2990 vacating a portion of 25th Avenue NE and an existing stormwater detention pond, located north of 172nd Street NE (SR 531). After completion of the conditions required of the street vacation, Ordinance 2990 was recorded with the Snohomish County Auditor on November 2, 2017, under Auditor's File Number (AFN) 201711020442. Ordinance 2990 was recorded concurrently with the recording of the Binding Site Plan (BSP), known as "Smokey Point Market Place," under AFN 201711025013.

During the segregation process with the Snohomish County Assessor it was discovered that Ordinance 2990 contained an inaccurate legal description and corresponding map of the vacation, in that it contained a portion of land that is owned by the State of Washington, as noted in the attached letter from the Snohomish County Assessor's Land Segregation Department, dated September 4, 2018.

Attached is an Ordinance correcting the legal description and map of the 25th Avenue NE street vacation, which will allow the Snohomish County Assessor to segregate Smokey Point Market Place BSP.

RECOMMENDED ACTION:
Approve the attached ordinance correcting the legal description and map of the 25 th Avenue NE street vacation and record the ordinance with the Snohomish County Auditor.



Snohomish County

Assessor's Office

September 4, 2018

Linda Hjelle
County Assessor

Laura Washabaugh
Chief Deputy

M/S #510
3000 Rockefeller Ave.
Everett, WA 98201-4046

(425) 388-3433
FAX (425) 388-3961

SMOKEY POINT COMMERCIAL LLC
1457 130TH AVE NE
BELLEVUE, WA 98005

RE: Tax Account Nos. 31052000302400 thru 31052000302900 & 31052000304600
Document: City of Marysville Binding Site Plan PFN PA12014
Recorded under Auditor's File No. 201711025013

Dear Members,

The attached Binding Site Plan cannot be **processed** by the Assessor's Office to update our records because of the reason(s) stated below:

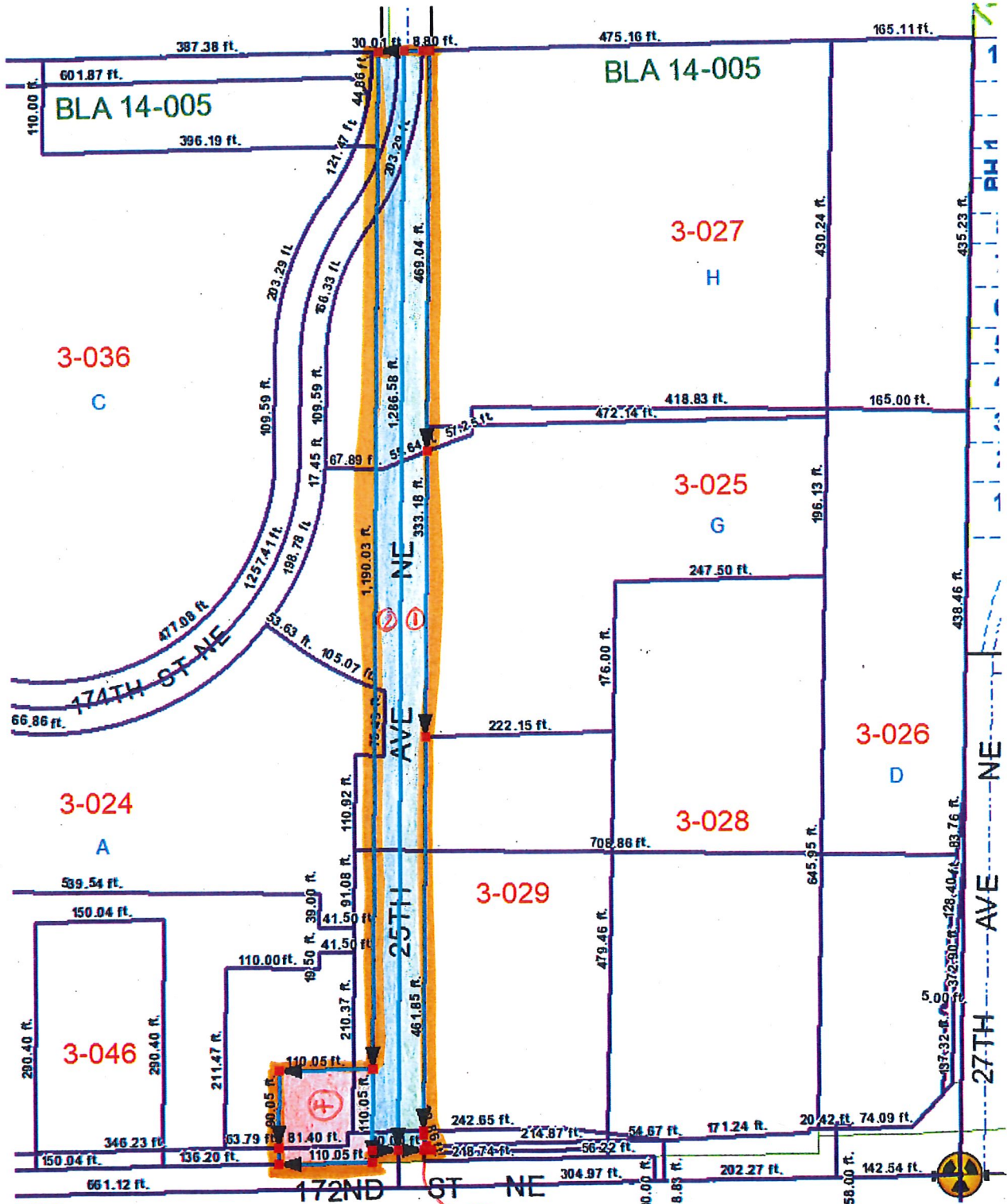
- Ownership in question
 Unable to identify property being transferred
 Other (see attachment)

In our review of the above document, the Assessor's Office has discovered inconsistencies to the ownership role, regarding Ordinance No. 2990, as compared to our records. These inconsistencies may or may not affect your land title. Please contact your Title Company or legal counsel with any title questions.

A copy of the Binding Site Plan document will be placed on hold until the issue is resolved. Please see attached pages. If you need more information, please contact me at the telephone number or e-mail address listed below.

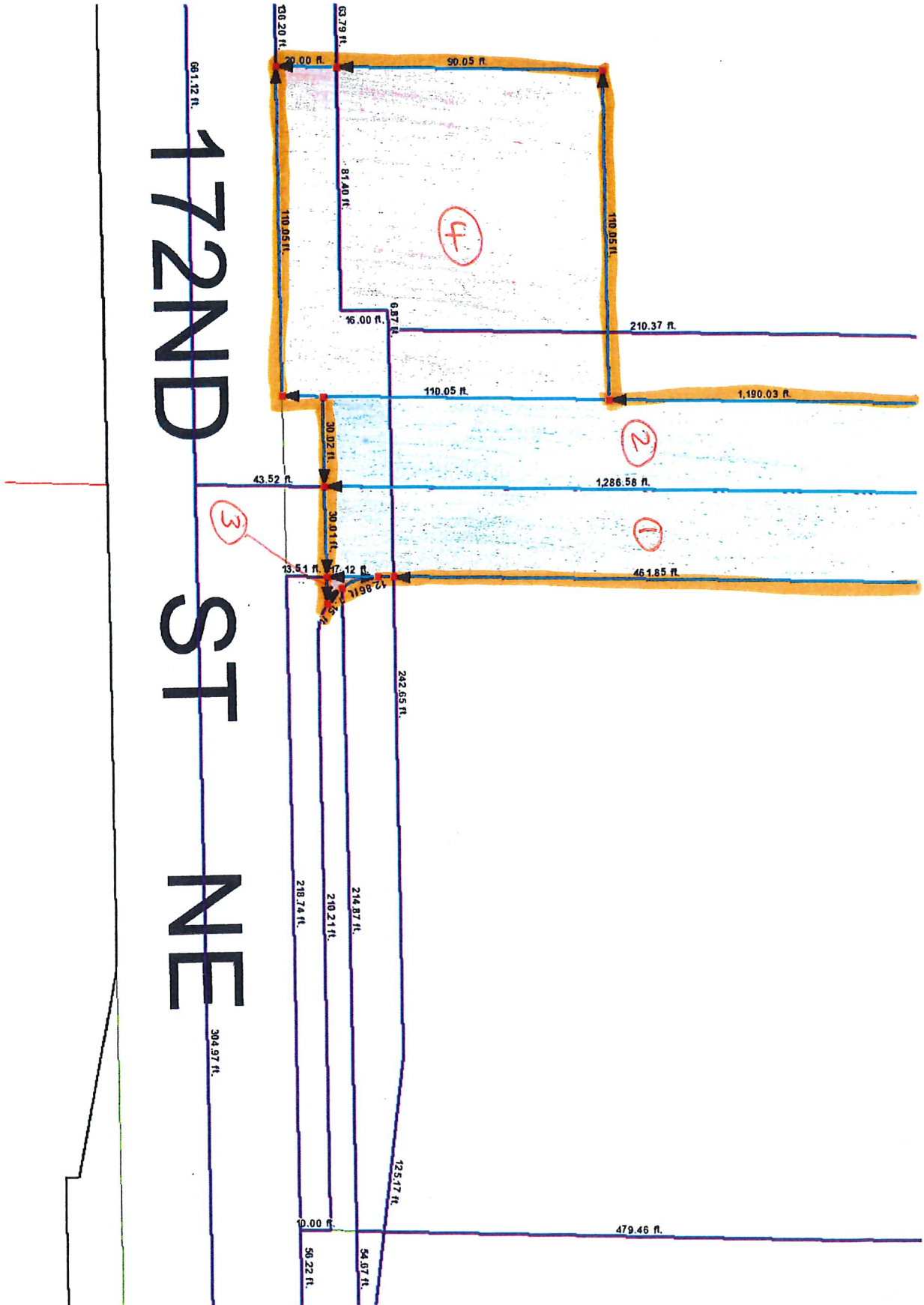
Sincerely,

Aaron R Blue Distor
Land Segregation Dept
(425) 262-2305 - or -
Toll free 1-800-562-4367 (Ext 2305)
Aaron.Distor@snoco.org

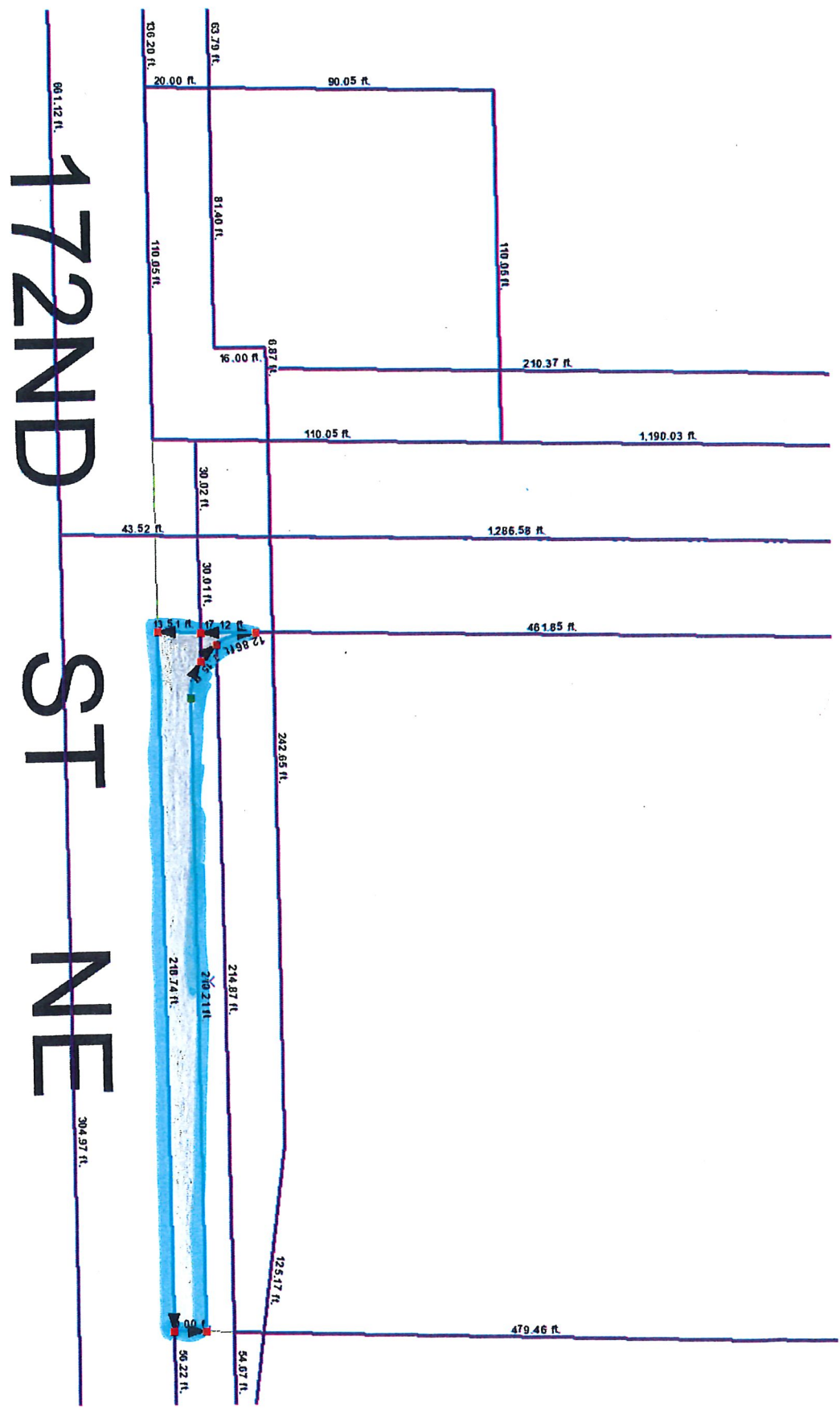


③ STATE-OWNED PORTION PER
 AFN 200101290045
 (SEE ZOOMED-IN MAP)

TRAIL VACATION



NO STATE PER AFD 200101290045





TO STATE REAL RKN 200101290045



SMOKEY POINT MARKET PLACE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREIN SUBDIVIDED, DECLARE THIS BINDING SITE PLAN TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY AND DEDICATE TO THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE. WE DEDICATE THE USE FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH PUBLIC HIGHWAY PURPOSES AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN IN THE REASONABLE GRADING OF SAID STREETS AND AVENUES.

ALL DEVELOPMENT AND USE OF THE LAND DESCRIBED HEREIN SHALL BE IN ACCORDANCE WITH THIS BINDING SITE PLAN, AS IT MAY BE AMENDED WITH THE APPROVAL OF THE CITY, TOWN, OR COUNTY HAVING JURISDICTION OVER THE DEVELOPMENT OF SUCH LAND, AND IN ACCORDANCE WITH SUCH OTHER GOVERNMENTAL PERMITS, APPROVALS, REGULATIONS, REQUIREMENTS, AND RESTRICTIONS THAT MAY BE IMPOSED UPON SUCH LAND AND THE DEVELOPMENT AND USE THEREOF. UPON COMPLETION, THE IMPROVEMENTS ON THE LAND SHALL BE INCLUDED IN ONE OR MORE CONDOMINIUMS OR OWNED BY AN ASSOCIATION OR OTHER LEGAL ENTITY IN WHICH THE OWNERS OF UNITS THEREIN OR THEIR OWNERS' ASSOCIATIONS HAVE A MEMBERSHIP OR OTHER LEGAL OR BENEFICIAL INTEREST. THIS BINDING SITE PLAN SHALL BE BINDING UPON ALL NOW OR HEREAFTER HAVING ANY INTEREST IN THE LAND DESCRIBED HEREIN.

FURTHER, WE WAIVE FOR OURSELVES, OUR HEIRS AND ASSIGNS, AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF MARYSVILLE AND ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED TO THE ADJACENT LANDS OF THIS BINDING SITE PLAN BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS BINDING SITE PLAN.

THIS BINDING SITE PLAN, DEDICATION, AND WAIVER OF CLAIMS IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS 26th DAY OF October 2017.

BY: [Signature] TITLE: MANAGER
 STEVE MALSAM
 SMOKEY POINT APARTMENTS II, LLC
 A WASHINGTON LIMITED LIABILITY COMPANY;
 SMOKEY POINT COMMERCIAL LLC
 A WASHINGTON LIMITED LIABILITY COMPANY.

[Signature] TITLE: VICE PRESIDENT COMMERCIAL BKG REL MANAGER
 DAVID M. ORR
 US BANK NATIONAL ASSOCIATION

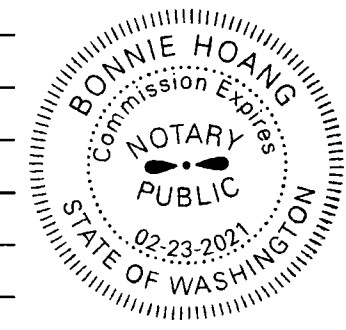
[Signature] TITLE: SVP
 MARGUERITE J. MOYET
 KEYBANK NATIONAL ASSOCIATION

ACKNOWLEDGMENT

STATE OF Washington)
 COUNTY OF King) ss

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT STEVE MALSAM IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER OF SMOKEY POINT APARTMENTS II, LLC AND SMOKEY POINT COMMERCIAL LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 10/26/2017
 SIGNATURE: [Signature]
 PRINT NAME: Bonnie Huang
 NOTARY PUBLIC IN AND FOR THE STATE OF WA
 RESIDING AT Olympia
 MY APPOINTMENT EXPIRES: 2/23/2021

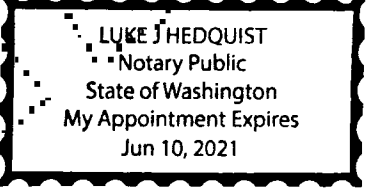


ACKNOWLEDGMENT

STATE OF Washington)
 COUNTY OF Spokane) ss

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DAVID M. ORR IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRESIDENT COMMERCIAL BKG REL MANAGER OF US BANK NATIONAL ASSOCIATION TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 10-24-2017
 SIGNATURE: [Signature]
 PRINT NAME: LUKE J. HEDQUIST
 NOTARY PUBLIC IN AND FOR THE STATE OF WA
 RESIDING AT: Spokane, WA
 MY APPOINTMENT EXPIRES: June 10, 2021

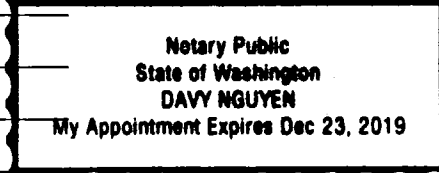


ACKNOWLEDGMENT

STATE OF Washington)
 COUNTY OF King) ss

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MARGUERITE J. MOYET IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE SVP OF KEYBANK NATIONAL ASSOCIATION TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 10-26-2017
 SIGNATURE: [Signature]
 PRINT NAME: Davy Nguyen
 NOTARY PUBLIC IN AND FOR THE STATE OF WA
 RESIDING AT: Federal Way, WA
 MY APPOINTMENT EXPIRES: 12-23-2019



CERTIFICATES

THIS BINDING SITE PLAN CONFORMS TO ALL OF THE CONDITIONS OF THE PRELIMINARY APPROVAL.

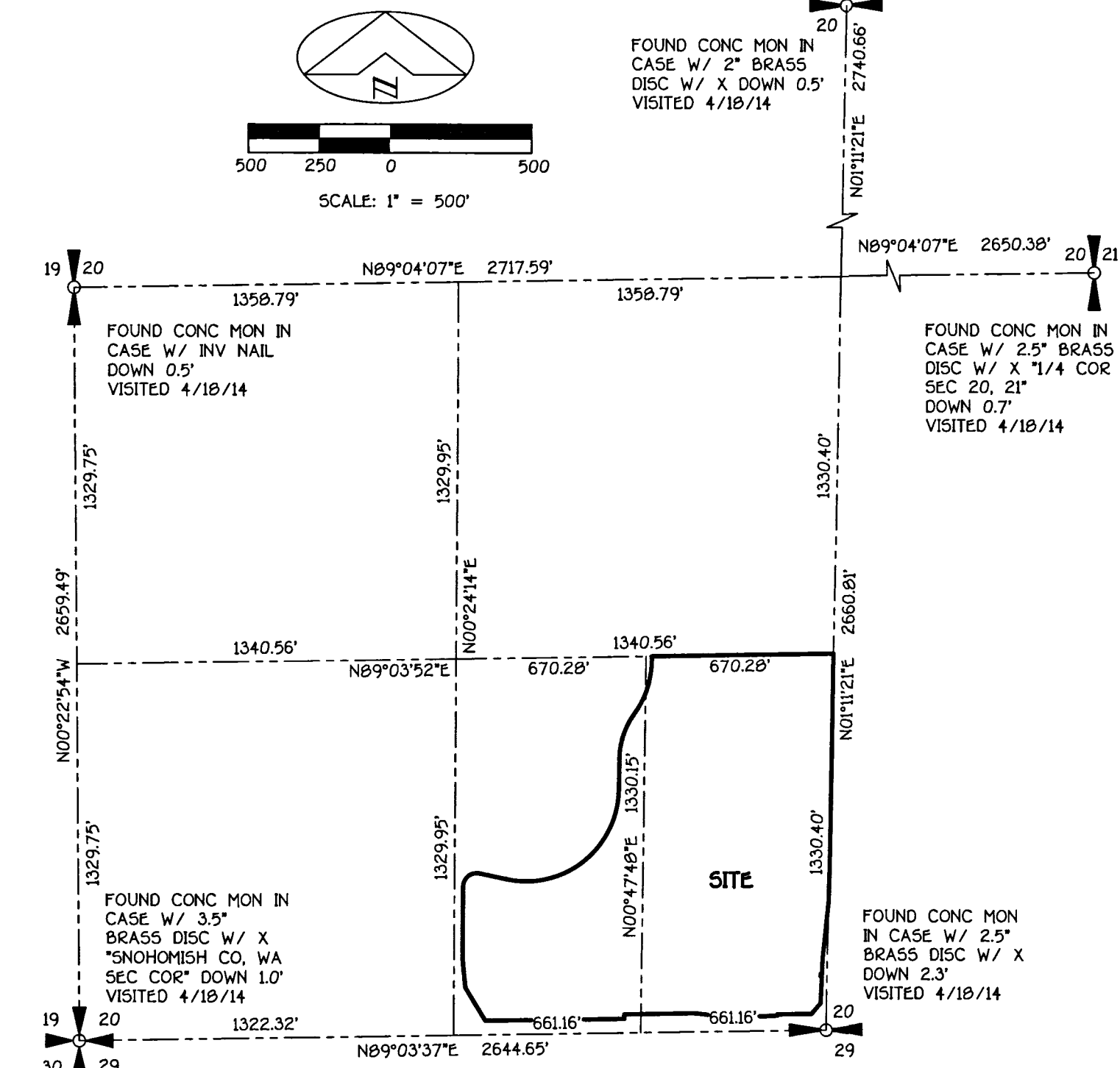
EXAMINED AND APPROVED THIS 31st DAY OF October, 2017.

[Signature]
 CITY OF MARYSVILLE COMMUNITY DEVELOPMENT DIRECTOR

THIS BINDING SITE PLAN CONFORMS TO SURVEY DATA, LAYOUT OF STREETS, ALLEYS AND RIGHT-OF-WAY, DESIGN OF BRIDGES, SEWAGE AND WATER SYSTEMS AND ALL OTHER PUBLIC IMPROVEMENTS.

EXAMINED AND APPROVED THIS 31st DAY OF October, 2017.

[Signature]
 CITY OF MARYSVILLE ENGINEER



BASIS OF BEARING

N89°03'37\"/>

SURVEY REFERENCES

- BOUNDARY LINE ADJUSTMENT AUDITOR'S FILE NUMBER 201409125001
- RECORD OF SURVEY AUDITOR'S FILE NUMBER 9905065002
- RECORD OF SURVEY AUDITOR'S FILE NUMBER 200002285002
- RECORD OF SURVEY AUDITOR'S FILE NUMBER 200309165002

SURVEY NOTES

EQUIPMENT: 5\"/>

COVENANTS AND SPECIAL RESTRICTIONS

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS FOR SMOKEY POINT MARKET PLACE IS RECORDED UNDER AFN 201412290506.

SHEET INDEX

- SHEET 1 SECTION SUBDIVISION AND DEDICATION
- SHEET 2 LEGAL DESCRIPTIONS AND RECORD MATTERS
- SHEET 3 EXISTING PARCEL BOUNDARIES
- SHEET 4 PROPOSED LOT CONFIGURATION
- SHEET 5-10 PROPOSED IMPROVEMENTS

SHEET 1 OF 10
 SECTION SUBDIVISION AND DEDICATION

AF # 2017 1102 5013

RECORDING CERTIFICATE

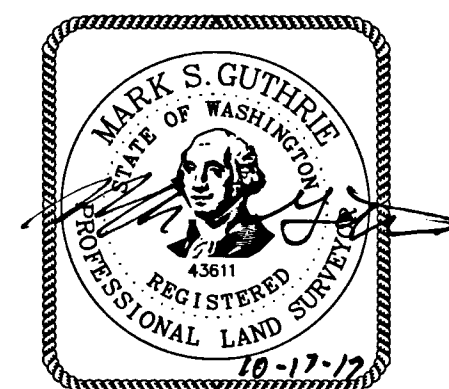
FILED FOR RECORD BY MARK S. GUTHRIE THIS 2nd DAY OF November 2017 A.D. AT 25 MINUTES PAST 2 O'CLOCK p.M. AND RECORDED IN VOLUME 85P OF SURVEYS ON PAGE --- RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Carolyn Weikel COUNTY AUDITOR
Diana Mix DEPUTY AUDITOR

LAND SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SMOKEY POINT COMMERCIAL LLC IN APRIL 2016.

Mark Guthrie 10-17-17
 MARK S. GUTHRIE REGISTRATION #43611 DATE



A.S.P.I.
 LAND SURVEYING AND PLANNING
 5205 S. 2ND AVE, SUITE A
 EVERETT, WA 98203
 (425) 252-1884

BINDING SITE PLAN FOR SMOKEY POINT MARKET PLACE
 FFN: PA 12014
 A PORTION OF THE SE 1/4, SW 1/4 OF SEC. 20, TWP. 31 N, RGE. 5 E, W.M.
 CITY OF MARYSVILLE
 SNOHOMISH COUNTY, WASHINGTON

PREP: 11/11/2016
 REV: 10/12/2017
 MSG
 1 OF 10
 21106985P

SMOKEY POINT MARKET PLACE

EXISTING LEGAL DESCRIPTIONS

PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER 500060917, DATED AUGUST 2, 2017. PARCEL H OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 14-005, RECORDED UNDER AUDITOR'S FILE NO. 201409125001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SPECIAL EXCEPTIONS

PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER 500060917, DATED AUGUST 2, 2017.

- 1. AFN 199909150396, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY AND GTE NORTHWEST INCORPORATED EASEMENT. (SHOWN ON MAP, TO BE TERMINATED)
2. AFN 200610260422 CITY OF MARYSVILLE RECOVERY CONTRACT NO. 271 AND THE TERMS AND CONDITIONS THEREOF.
3. AFN 201007270534 CITY OF MARYSVILLE CONTRACT FOR RECOVERY OF SIGNAL PROJECT COSTS, CONTRACT NO. 290 INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF.
4. AFN 201407020415 PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY AND FRONTIER COMMUNICATIONS NORTHWEST, INC. EASEMENT. (DESCRIPTION NOT SUFFICIENT TO SHOW ON MAP)
5. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 14-005;
6. AFN 201410090237 CASCADE NATURAL GAS CORPORATION EASEMENT. (DESCRIPTION NOT SUFFICIENT TO SHOW ON MAP)
7. AFN 201711020451 CITY OF MARYSVILLE NO-BUILD EASEMENT (SHOWN ON MAP)
8. AFN 201509150448 DECLARATION OF EXCLUSIVE USE AFFECTING SMOKEY POINT APARTMENTS INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF.
9. AFN 201605030407 RECREATIONAL AMENITIES JOINT USE AND RECIPROCAL EASEMENT AGREEMENT INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF.
10. GENERAL TAX INFORMATION
11. IT APPEARS THAT IMPROVEMENTS ARE LOCATED ON THE LAND BUT ARE NOT PRESENTLY ASSESSED. SUPPLEMENTAL TAXES MAY APPEAR ON FUTURE TAX ROLLS.
12. DEED OF TRUST AFN 201605190273
13. NOTICE OF LIEN, DEFERRED IMPACT FEE APPLICATION AND AGREEMENT FOR DEFERRED PAYMENT OF DEVELOPMENT IMPACT FEES INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, AFN 201412240147.
14. NOTICE OF LIEN AND AGREEMENT FOR DEFERRED PAYMENT OF UTILITY CONNECTION CHARGES INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, AFN 201412240148.
15. MATTERS RELATING TO LIEN RIGHTS DUE TO NEW CONSTRUCTION.
16. TITLE COMPANY TERMS AND CONDITIONS

COVENANTS AND SPECIAL RESTRICTIONS

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS FOR SMOKEY POINT MARKET PLACE IS RECORDED UNDER AFN 201412290506.

EXISTING LEGAL DESCRIPTIONS

PER FIRST AMERICAN TITLE INSURANCE COMPANY GUARANTEE NO. NC5-792794-WAI DATED JULY 26, 2017.

PARCEL A: PARCEL A, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 14-005 RECORDED SEPTEMBER 12, 2014 UNDER SNOHOMISH COUNTY RECORDING NO. 201409125001, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL B: THE SOUTH 320.32 FEET OF THE EAST 150.00 FEET OF THE WEST 385.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THAT PORTION LYING WITHIN 172ND STREET NE.

PARCEL C: PARCEL D, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 14-005 RECORDED SEPTEMBER 12, 2014 UNDER SNOHOMISH COUNTY RECORDING NO. 201409125001, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL D: A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE WEST ALONG THE SOUTH SECTION LINE 165 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF THE EAST 165 FEET OF SAID SUBDIVISION A DISTANCE OF 704 FEET; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 247.5 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID EAST 165 FEET OF SAID SUBDIVISION TO THE SOUTH LINE OF SAID SECTION; THENCE EAST TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION LYING WITHIN 172ND STREET NORTHEAST RUNNING ALONG THE SOUTH OF SAID PROPERTY;

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR THE WIDENING OF 172ND STREET NORTHEAST BY DEED RECORDED JANUARY 29, 2001 UNDER RECORDING NO. 200101290045;

ALSO EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED SEPTEMBER 16, 2008 UNDER RECORDING NO. 200809160728, IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL E: A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE WEST ALONG THE SECTION LINE A DISTANCE OF 412.5 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION A DISTANCE OF 528 FEET; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 247.5 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID SECTION TO THE SOUTH LINE OF SAID SECTION; THENCE EAST TO THE POINT OF BEGINNING;

EXCEPT THE WEST 30 FEET THEREOF FOR ROAD;

ALSO EXCEPT THAT PORTION LYING WITHIN 172ND STREET NORTHEAST RUNNING ALONG THE SOUTH LINE OF SAID PROPERTY;

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR THE WIDENING OF 172ND STREET NORTHEAST BY DEED RECORDED JANUARY 29, 2001 UNDER RECORDING NO. 200101290045;

ALSO EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED SEPTEMBER 16, 2008 UNDER RECORDING NO. 200809160728, IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL F: PARCEL G, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 14-005 RECORDED SEPTEMBER 12, 2014 UNDER SNOHOMISH COUNTY RECORDING NO. 201409125001, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

RECORD MATTERS

PER FIRST AMERICAN TITLE INSURANCE COMPANY GUARANTEE NO. NC5-792794-WAI DATED JULY 26, 2017.

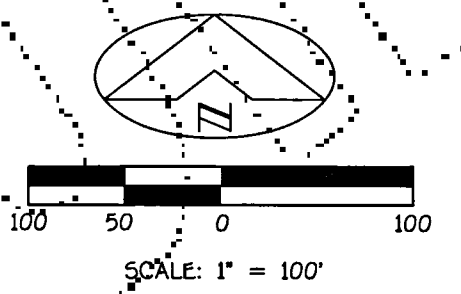
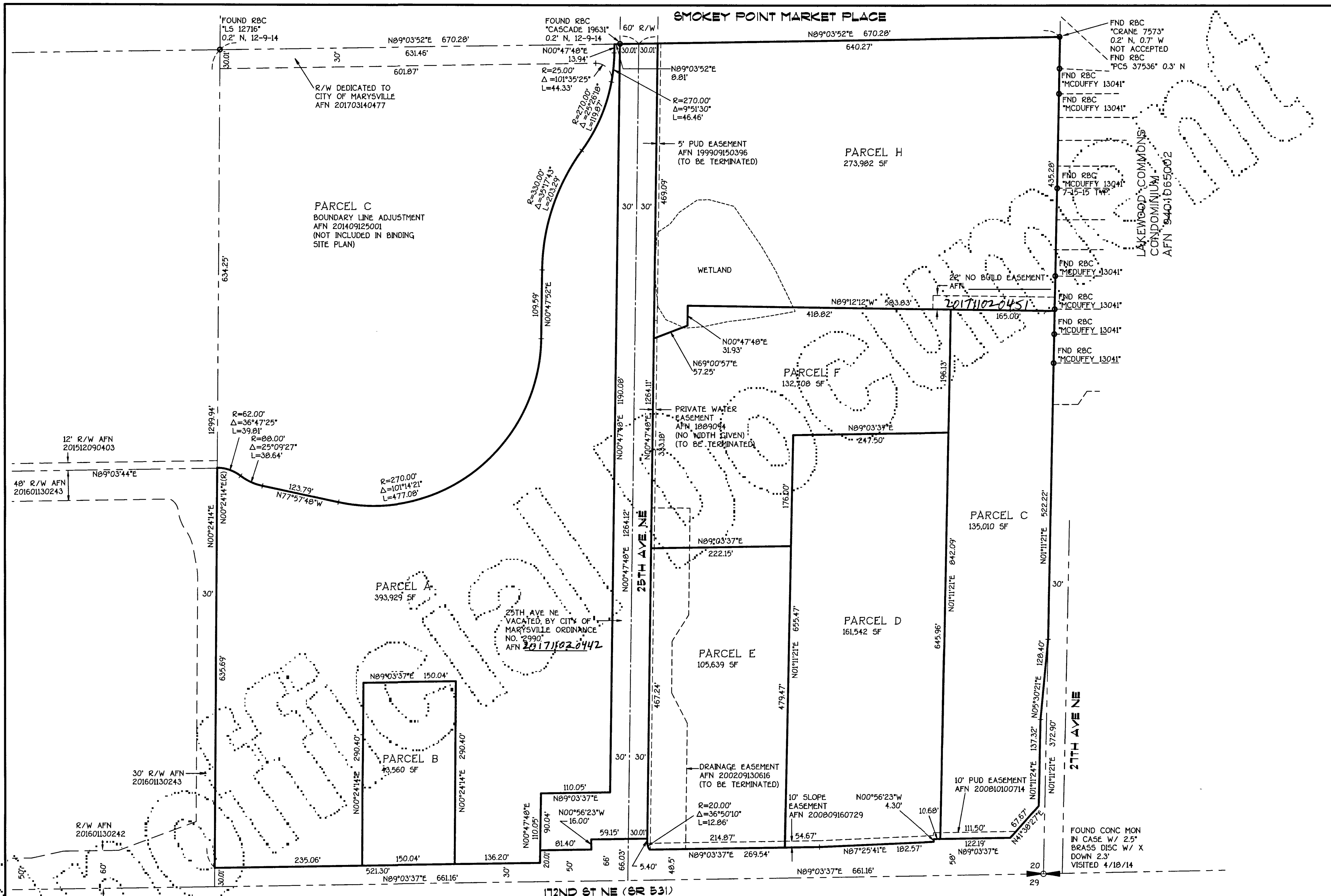
- 1-6. GENERAL TAX INFORMATION
7. FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOR-UP, OR CONNECTION CHARGES, AND LATECOMER CHARGES FOR WATER OR SEWER FACILITIES OF CITY OF MARYSVILLE, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, AS DISCLOSED BY INSTRUMENT RECORDED APRIL 14, 2015 UNDER RECORDING NO. 201504140133, NONE CURRENTLY QUE.
8. POTENTIAL CHARGES, FOR THE KING COUNTY SEWAGE TREATMENT CAPACITY CHARGE, AS AUTHORIZED UNDER RCW 35.58 AND KING COUNTY CODE 28.04.050. SAID CHARGES COULD APPLY FOR ANY PROPERTY THAT CONNECTED TO THE KING COUNTY SEWER SERVICE AREA ON OR AFTER FEBRUARY 1, 1990. NOTE: PROPERTIES LOCATED IN SNOHOMISH COUNTY AND PIERCE COUNTY MAY BE SUBJECT TO THE KING COUNTY SEWAGE TREATMENT CAPACITY CHARGES, NONE CURRENTLY DUE.
9. WATER LINE EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: AFN 1889094 IN FAVOR OF: ERNEST M. OLSEN AND HATTIE R. OLSEN (NO WIDTH GIVEN) (SHOWN ON MAP, EASEMENT TO BE TERMINATED)
10. RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS, IF ANY, AS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SHORT PLAT NO. 5PI02 (3-77) RECORDED AUGUST 11, 1977 UNDER RECORDING NO. 7708110207, IN SNOHOMISH COUNTY, WASHINGTON. (AFFECTS PARCELS A AND B)
11. CONDITIONS, NOTES, EASEMENTS, PROVISIONS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY RECORDED, MAY 6, 1999 UNDER RECORDING NO. 9905065002 IN SNOHOMISH COUNTY, WASHINGTON. (AFFECTS PARCELS A AND B)
12. AFN 200006210378 PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY AND GTE NORTHWEST INCORPORATED EASEMENT.
13. AFN 200209130616 SNOHOMISH COUNTY DRAINAGE EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, (SHOWN ON MAP, EASEMENT TO BE TERMINATED)
14. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CITY OF MARYSVILLE RECOVERY CONTRACT NO. 271" RECORDED OCTOBER 26, 2006 AS RECORDING NO. 200610260422 OF OFFICIAL RECORDS. (AFFECTS PARCELS A, B AND F)
15. RELINQUISHMENT OF ALL EXISTING AND FUTURE RIGHTS TO LIGHT, VIEW AND AIR, TOGETHER WITH THE RIGHTS OF ACCESS TO AND FROM THE STATE HIGHWAY CONSTRUCTED ON LANDS CONVEYED BY DOCUMENT IN FAVOR OF THE STATE OF WASHINGTON: RECORDING NO.: 200809160728 (AFFECTS PARCELS C, D, E AND F)
16. AFN 200809160729 STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION SLOPE EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN. (SHOWN ON MAP)
17. AFN 200810100714 PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, AND VERIZON NORTHWEST INC. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN: (SHOWN ON MAP)
18. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RECOVERY CONTRACT FOR SIGNAL PROJECT COSTS" RECORDED JULY 27, 2010 AS RECORDING NO. 201007270534 OF OFFICIAL RECORDS. (AFFECTS PARCEL C)
19. AFN 201407020415 PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY AND FRONTIER COMMUNICATIONS NORTHWEST INC. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN. (DESCRIPTION IS NOT SUFFICIENT TO LOCATE ON MAP)
20. TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN RECORDED LOT LINE ADJUSTMENT (BOUNDARY LINE REVISION) NO. 14-005 AFN 201409125001: (AFFECTS PARCELS A, C AND F)
21. AFN 201410090237 CASCADE NATURAL GAS CORPORATION EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN. (DESCRIPTION IS NOT SUFFICIENT TO LOCATE ON MAP)
22. COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS AFN 201412290506 (NOT PLOTTABLE)
23. AFN 201502050192 WAVE BROADBAND EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN. (AFFECTS PARCELS A AND B) (DESCRIPTION IS NOT SUFFICIENT TO LOCATE ON MAP)
24. LEASE AND THE COVENANTS AND CONDITIONS AS THEREIN CONTAINED, AS DISCLOSED BY MEMORANDUM OF LEASE AFN 201502230535.
25. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF LIEN, DEFERRED IMPACT FEE APPLICATION AND AGREEMENT FOR DEFERRED PAYMENT OF DEVELOPMENT IMPACT FEES" AFN 201503260416. (AFFECTS PARCELS C, D, E AND F)
26. LEASE AND THE COVENANTS AND CONDITIONS AS THEREIN CONTAINED, AS DISCLOSED BY MEMORANDUM OF LEASE AFN 201508140128.
27. DEED OF TRUST AFN 20150630110, MODIFIED UNDER AFN 201510200763.
28. SURVEY BY A.S.P.I. LAND SURVEYING AND PLANNING, DATED JULY 15, 2015 AND LAST REVISED SEPTEMBER 15, 2015, JOB NO. 211069, DISCLOSES THE FOLLOWING: (A) PROPOSED 25TH AVENUE RUNS ALONG THE NORTH AND WEST SIDES OF PARCEL A BY AN UNDISCLOSED DISTANCE; (B) WEST SIDE OF BUILDING A, B, C CROSSES THE WESTERN BOUNDARY AT THE WEST SIDE OF PARCEL C INTO THE 25TH AVENUE NORTHEAST RIGHT-OF-WAY BY A MAXIMUM EXTENT OF 50.8 FEET; (C) FENCE AT THE NORTHEAST SIDE OF PARCEL D CROSSES THE EASTERN BOUNDARY ONTO LANDS OF OTHERS BY AN UNDISCLOSED DISTANCE; (D) BUILDING A, B, C LIES ENTIRELY WITHIN THE 5 FOOT PUBLIC UTILITY EASEMENT AREA DETAILED IN RECORDING NUMBER 200006210378; (E) BUILDING A, B, C LIES WITHIN THE WATER EASEMENT AREA DETAILED IN RECORDING NUMBER 1889094 BY AN UNDISCLOSED DISTANCE. EASEMENT AREA IS NOT DEPICTED ON THE SURVEY DRAWING.
29. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT" AFN 201509300360.
30. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT" AFN 201510200806.
31. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT" AFN 201510200812.
32. LEASE AND THE COVENANTS AND CONDITIONS AS THEREIN CONTAINED, AS DISCLOSED BY MEMORANDUM OF LEASE AFN 201604050287.
33. UNRECORDED LEASEHOLDS, IF ANY, RIGHTS OF VENDORS AND SECURITY AGREEMENT ON PERSONAL PROPERTY AND RIGHTS OF TENANTS, AND SECURED PARTIES TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM.
34. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT" RECORDED JUNE 2, 2016 AS RECORDING NUMBER 201606020443.
35. MECHANICS LIEN RECORDED UNDER RECORDING NUMBER 201606100827. (AFFECTS PARCEL C)



A.S.P.I. LAND SURVEYING AND PLANNING 5205 S. 2ND AVE, SUITE A EVERETT, WA 98203 (425) 252-1884

BINDING SITE PLAN FOR SMOKEY POINT MARKET PLACE PFN: PA 12014 A PORTION OF THE SE 1/4, SW 1/4 OF SEC. 20, TWP. 31 N, RGE. 5 E, W.M. CITY OF MARYSVILLE SNOHOMISH COUNTY, WASHINGTON

Table with 2 columns: Date and Description. PREP: 11/11/2016, REV: 10/12/2017, MSG, 2 OF 10, 211069B5P



LEGEND

○ FOUND IRON PIPE OR REBAR AND CAP (RBC) AS NOTED ACCEPTED UNLESS NOTED

SHEET 3 OF 10
EXISTING PARCEL BOUNDARIES

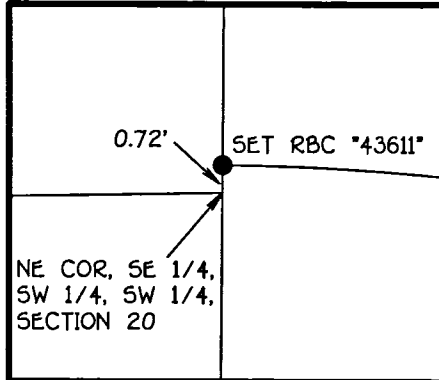
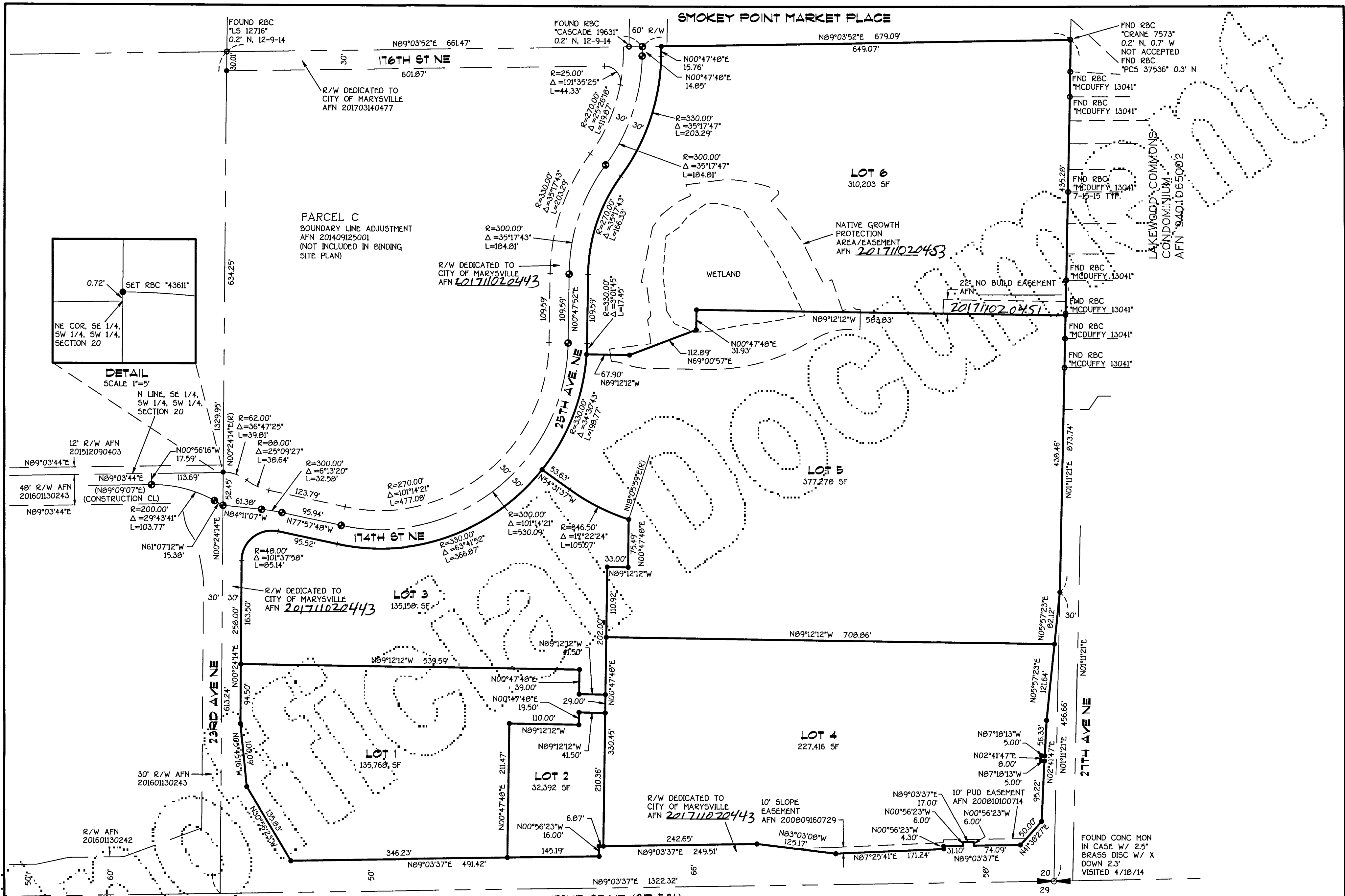
AF # 201711025013



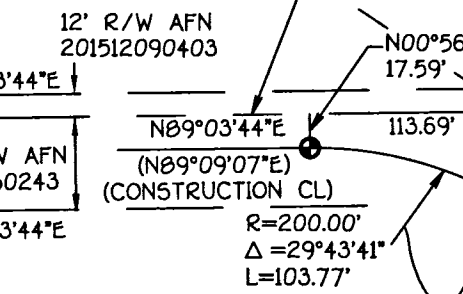
A.S.P.I.
LAND SURVEYING AND PLANNING
5205 S. 2ND AVE, SUITE A
EVERETT, WA 98203
(425) 252-1884

BINDING SITE PLAN FOR SMOKEY POINT MARKET PLACE
FFN: PA 12014
A PORTION OF THE SE 1/4, SW 1/4 OF SEC. 20, TWP. 31 N, RGE. 5 E, W.M.
CITY OF MARYSVILLE
SNOHOMISH COUNTY, WASHINGTON

PREP: 11/11/2016
REV: 10/12/2017
M5G
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211069BSP

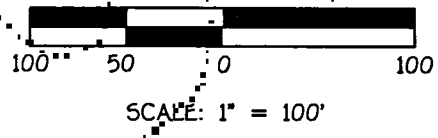


DETAIL
SCALE 1"=5'



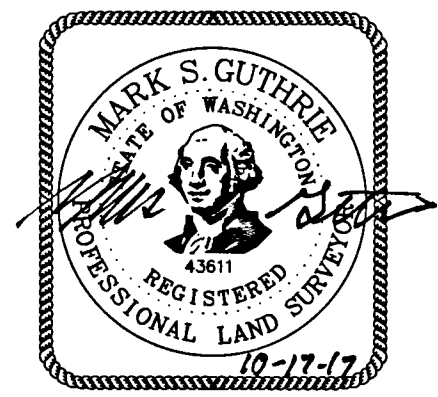
N LINE, SE 1/4, SW 1/4, SW 1/4, SECTION 20

- LEGEND**
- ⊕ SET CONCRETE MONUMENT WITH 3" BRASS DISC WITH PUNCH
 - SET 24" X 1/2" REBAR WITH CAP OR MAG NAIL & WASHER STAMPED *43611
 - FOUND IRON PIPE OR REBAR AND CAP (RBC) AS NOTED ACCEPTED UNLESS NOTED



SHEET 4 OF 10
PROPOSED LOT CONFIGURATION

AF # 201711025013



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(425) 252-1884

BINDING SITE PLAN FOR SMOKEY POINT MARKET PLACE

FFN: PA 12014

A PORTION OF THE SE 1/4, SW 1/4 OF SEC. 20, TWP. 31 N, RQE. 5 E, W.M.

CITY OF MARYSVILLE
SNOHOMISH COUNTY, WASHINGTON

PREP: 11/11/2016
REV: 10/12/2017
MSG
4 OF 10
211069B5P

SMOKEY POINT MARKET PLACE

FOUND RBC
"L5 12716"
0.2' N, 12-9-14

FOUND RBC
"CASCADE 19631"
0.2' N, 12-9-14

N09°03'52"E 661.47'

176TH STREET NE

601.87'

30' R/W DEDICATED
TO CITY OF MARYSVILLE
AFN 201703140477

EDGE OF ASPHALT

R=25.00'
Δ=101°35'25"
L=44.33'

R=270.00'
Δ=25°26'18"
L=119.87'

R=300.00'
Δ=7°51'47"
L=184.81'

R=330.00'
Δ=3°51'43"
L=203.29'

R=330.00'
Δ=3°51'43"
L=203.29'

R=300.00'
Δ=7°51'47"
L=184.81'

R=270.00'
Δ=25°26'18"
L=119.87'

PARCEL C
BOUNDARY LINE ADJUSTMENT
AFN 201409125001
(NOT INCLUDED IN BINDING
SITE PLAN)

N00°24'14"E
634.25'

SEE SHEET 8 OF 10

25TH AVENUE NE

APARTMENTS

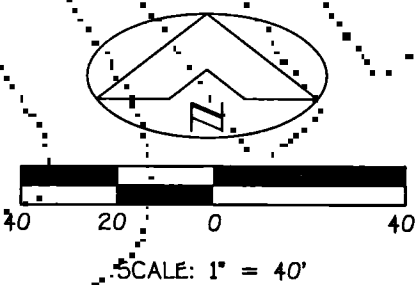
CARPORT

R=330.00'
Δ=3°01'45"
L=17.45'

N09°12'12"W 67.90'

N69°00'57"E 112.89'

SEE SHEET 6 OF 10



LEGEND

- SET CONCRETE MONUMENT WITH 3" BRASS DISC WITH PUNCH
- SET 24" X 1/2" REBAR WITH CAP OR MAG NAIL & WASHER STAMPED "43611"
- FOUND IRON PIPE OR REBAR AND CAP (RBC) AS NOTED ACCEPTED UNLESS NOTED

SHEET 5 OF 10
PROPOSED IMPROVEMENTS

AF # 201711025013



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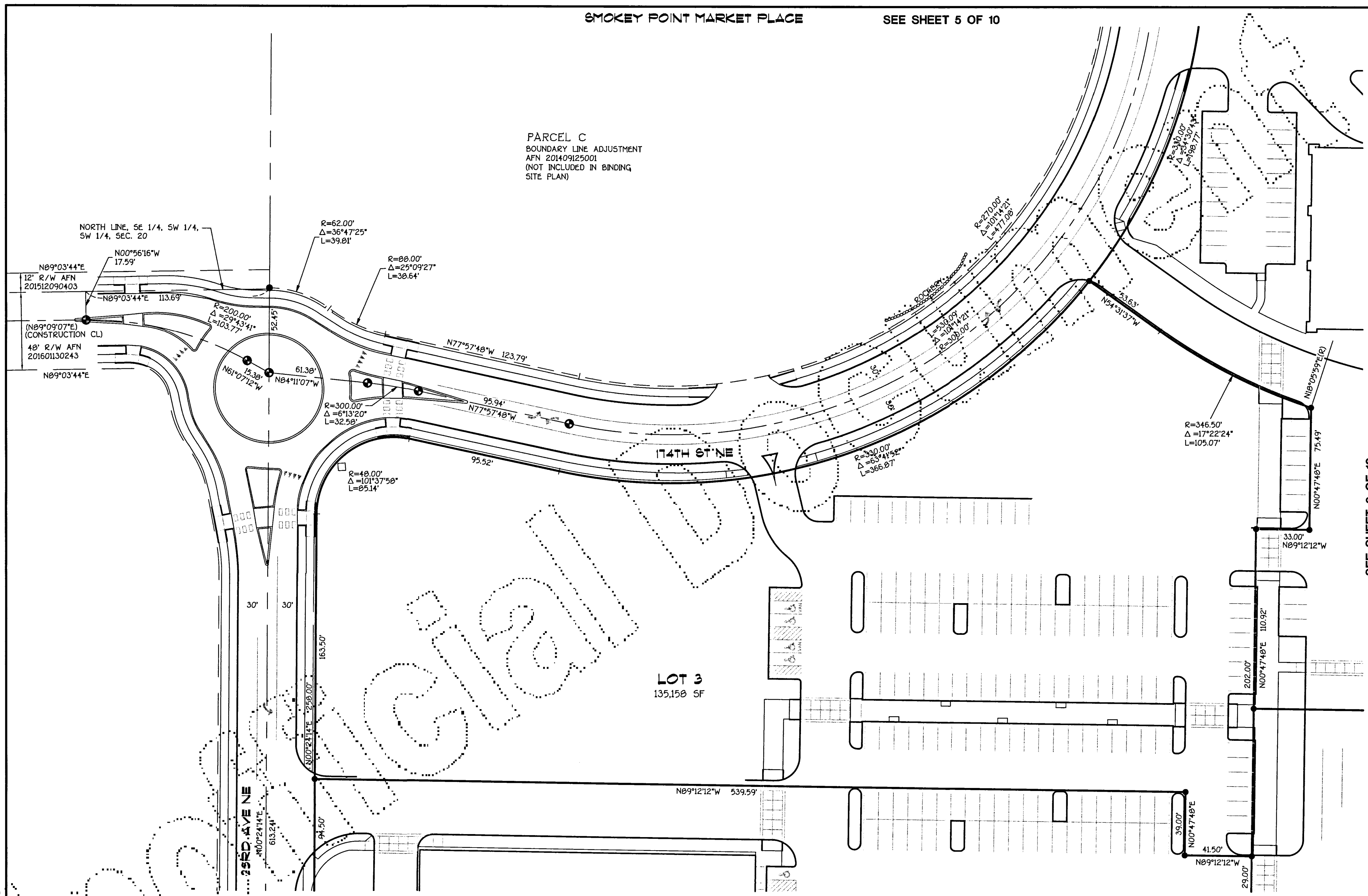
**BINDING SITE PLAN
FOR
SMOKEY POINT MARKET PLACE**
PEN: PA 12014
A PORTION OF THE SE 1/4, SW 1/4 OF
SEC. 20, TWP. 31 N, RQE. 5 E, W.M.
CITY OF MARYSVILLE
SNOHOMISH COUNTY, WASHINGTON

PREP: 11/11/2016
REV: 10/12/2017
M5G
5 OF 10
21106985P

SMOKEY POINT MARKET PLACE

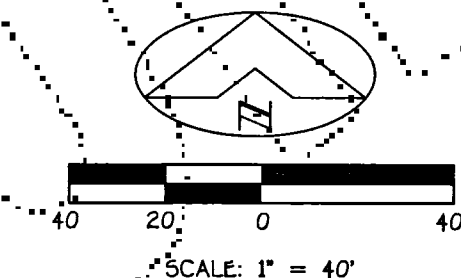
SEE SHEET 5 OF 10

PARCEL C
BOUNDARY LINE ADJUSTMENT
AFN 201409125001
(NOT INCLUDED IN BINDING
SITE PLAN)



SEE SHEET 7 OF 10

SEE SHEET 9 OF 10



LEGEND

- SET CONCRETE MONUMENT WITH 3" BRASS DISC WITH PUNCH
- SET 24" X 1/2" REBAR WITH CAP OR MAG NAIL & WASHER STAMPED "43611"
- FOUND IRON PIPE OR REBAR AND CAP (RBC) AS NOTED ACCEPTED UNLESS NOTED

SHEET 6 OF 10
PROPOSED IMPROVEMENTS

AF # 2017 1102 5013



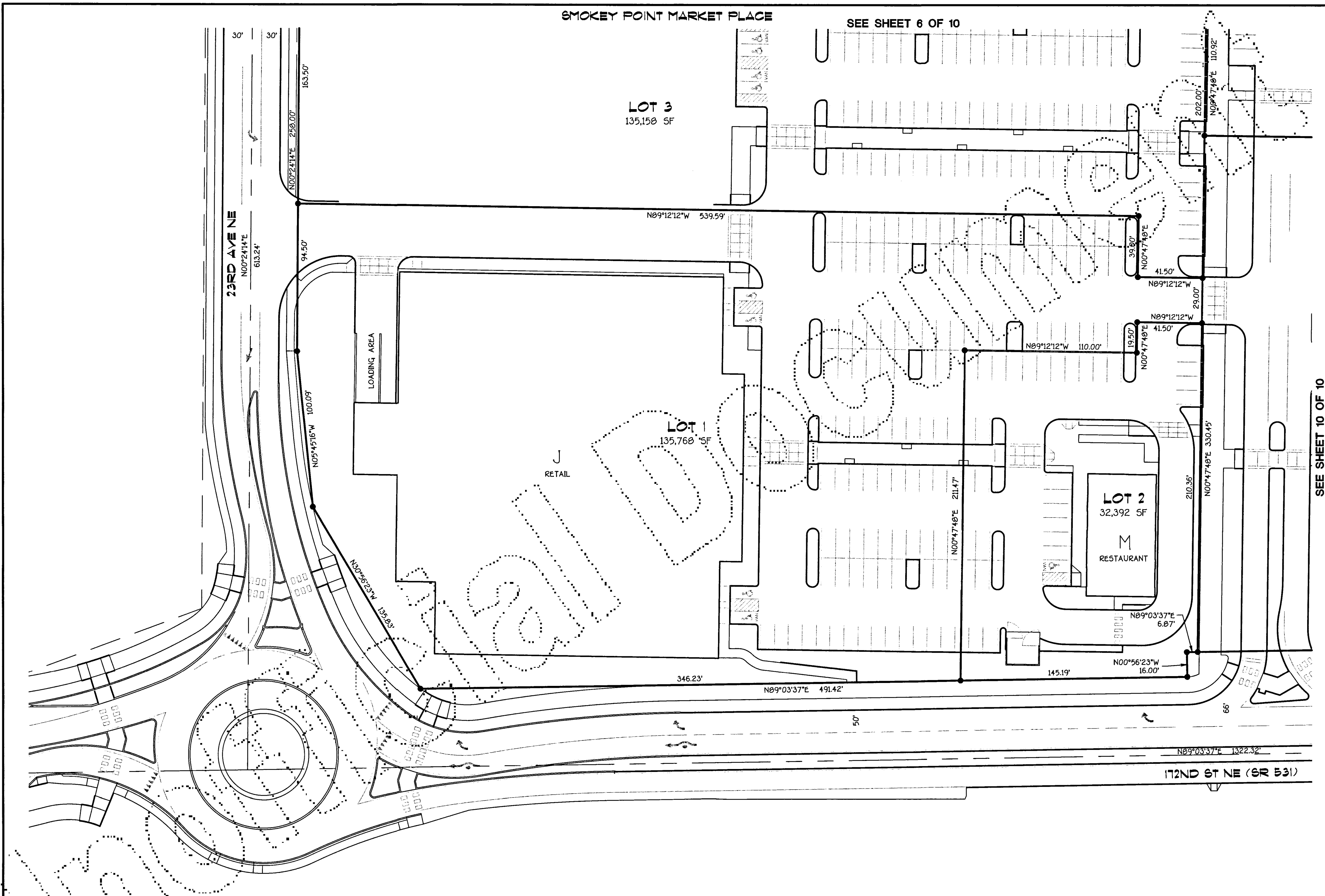
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(425) 252-1884

**BINDING SITE PLAN
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SEC. 20, TWP. 31 N, RGE. 5 E, W.M.
CITY OF MARYSVILLE
SNOHOMISH COUNTY, WASHINGTON

PREP: 11/11/2016
REV: 10/12/2017
MSG
6 OF 10
211069B5P

SMOKEY POINT MARKET PLACE

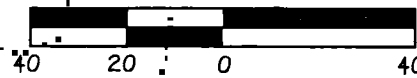
SEE SHEET 6 OF 10



SEE SHEET 10 OF 10

LEGEND

- SET CONCRETE MONUMENT WITH 3" BRASS DISC WITH PUNCH
- SET 24" X 1/2" REBAR WITH CAP OR MAG NAIL & WASHER STAMPED "43611"
- FOUND IRON PIPE OR REBAR AND CAP (RBC) AS NOTED ACCEPTED UNLESS NOTED



SHEET 7 OF 10 PROPOSED IMPROVEMENTS

AP # 2017 11025013



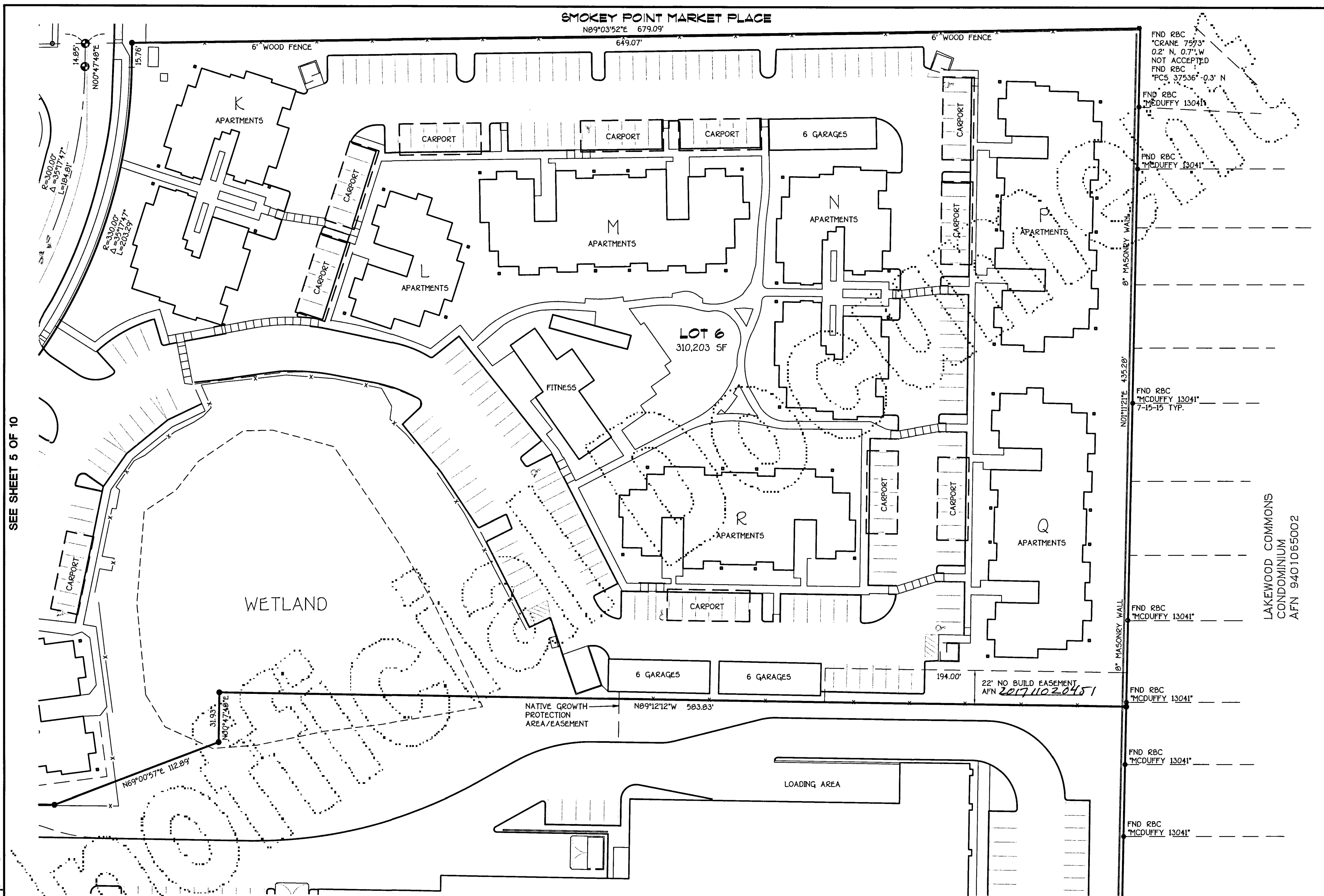
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 (425) 252-1884

BINDING SITE PLAN FOR SMOKEY POINT MARKET PLACE
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 A PORTION OF THE SE 1/4, SW 1/4 OF SEC. 20, TWP. 31 N, RGE. 5 E, W.M.
 CITY OF MARYSVILLE
 SNOHOMISH COUNTY, WASHINGTON

PREP: 11/11/2016
REV: 10/12/2017
MSG
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211069B5P

SMOKEY POINT MARKET PLACE

N09°03'52"E 679.09'



FND RBC
"CRANE 7593"
0.2' N, 0.7' W
NOT ACCEPTED
FND RBC
"PC5 37536"-0.3' N

FND RBC
"MCDUFFY 13041"

FND RBC
"MCDUFFY 13041"

FND RBC
"MCDUFFY 13041"
7-15-15 TYP.

FND RBC
"MCDUFFY 13041"

FND RBC
"MCDUFFY 13041"

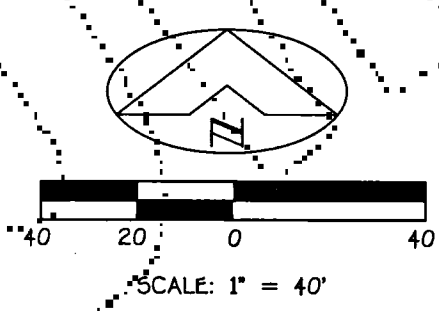
FND RBC
"MCDUFFY 13041"

FND RBC
"MCDUFFY 13041"

LAKWOOD COMMONS
CONDOMINIUM
AFN 9401065002

SEE SHEET 5 OF 10

SEE SHEET 9 OF 10



LEGEND

- SET CONCRETE MONUMENT WITH 3" BRASS DISC WITH PUNCH
- SET 24" X 1/2" REBAR WITH CAP OR MAG NAIL & WASHER STAMPED "43611"
- FOUND IRON PIPE OR REBAR AND CAP (RBC) AS NOTED ACCEPTED UNLESS NOTED

SHEET 8 OF 10
PROPOSED IMPROVEMENTS

AF # 201711025013



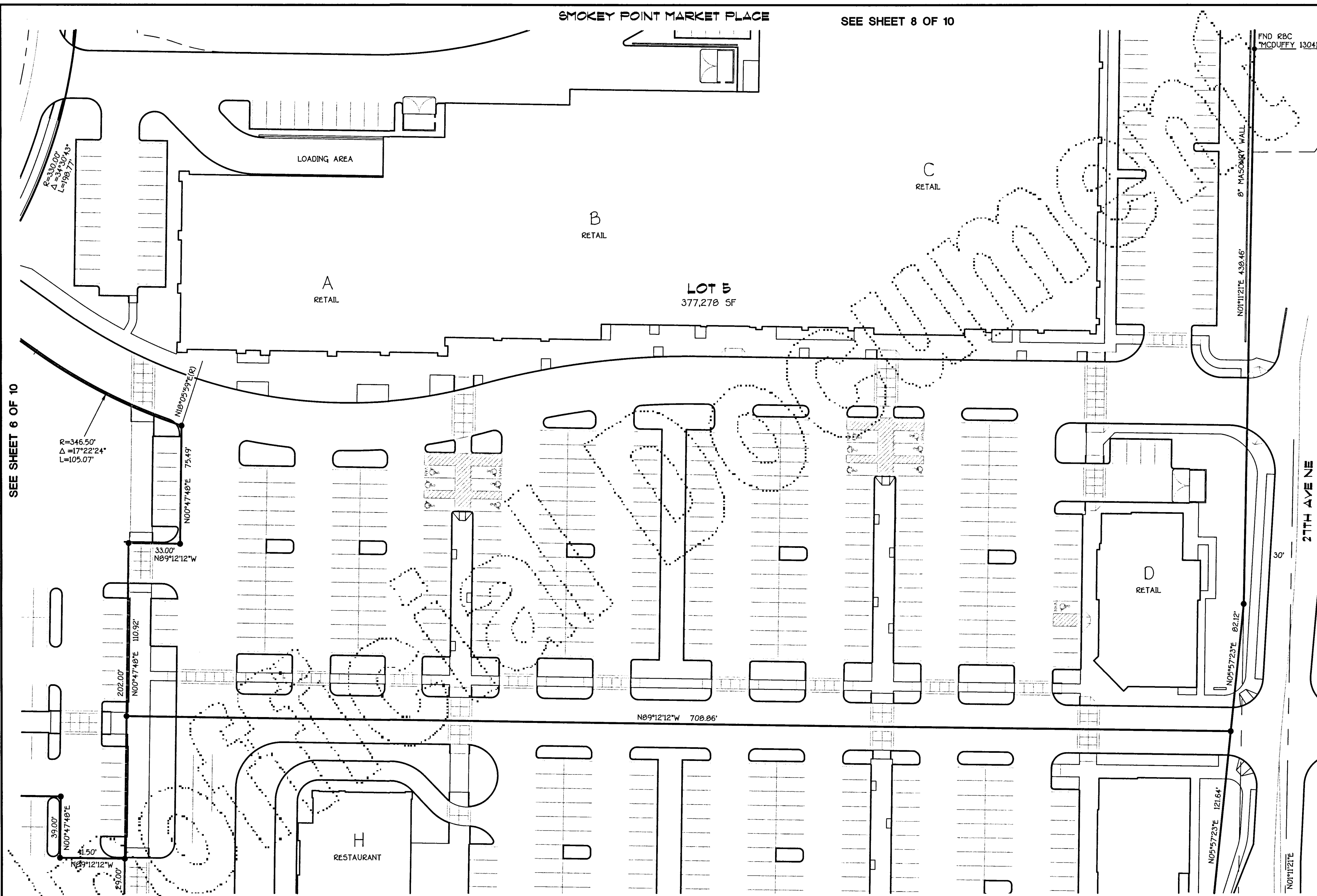
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**BINDING SITE PLAN
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CITY OF MARYSVILLE
SNOHOMISH COUNTY, WASHINGTON

PREP: 11/11/2016
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211069BSP

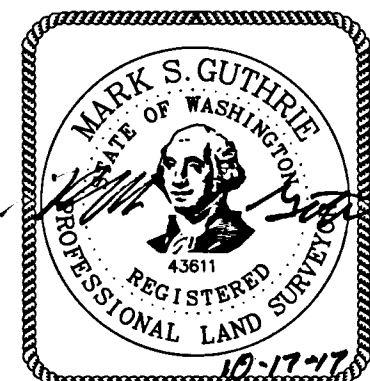
SMOKEY POINT MARKET PLACE

SEE SHEET 8 OF 10



LEGEND

- SET CONCRETE MONUMENT WITH 3" BRASS DISC WITH PUNCH
- SET 24" X 1/2" REBAR WITH CAP OR MAG NAIL & WASHER STAMPED "43611"
- FOUND IRON PIPE OR REBAR AND CAP (RBC) AS NOTED ACCEPTED UNLESS NOTED



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**BINDING SITE PLAN
 FOR
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 SEC. 20, TWP. 31 N, RGE. 5 E, W.M.
 CITY OF MARYSVILLE
 SNOHOMISH COUNTY, WASHINGTON

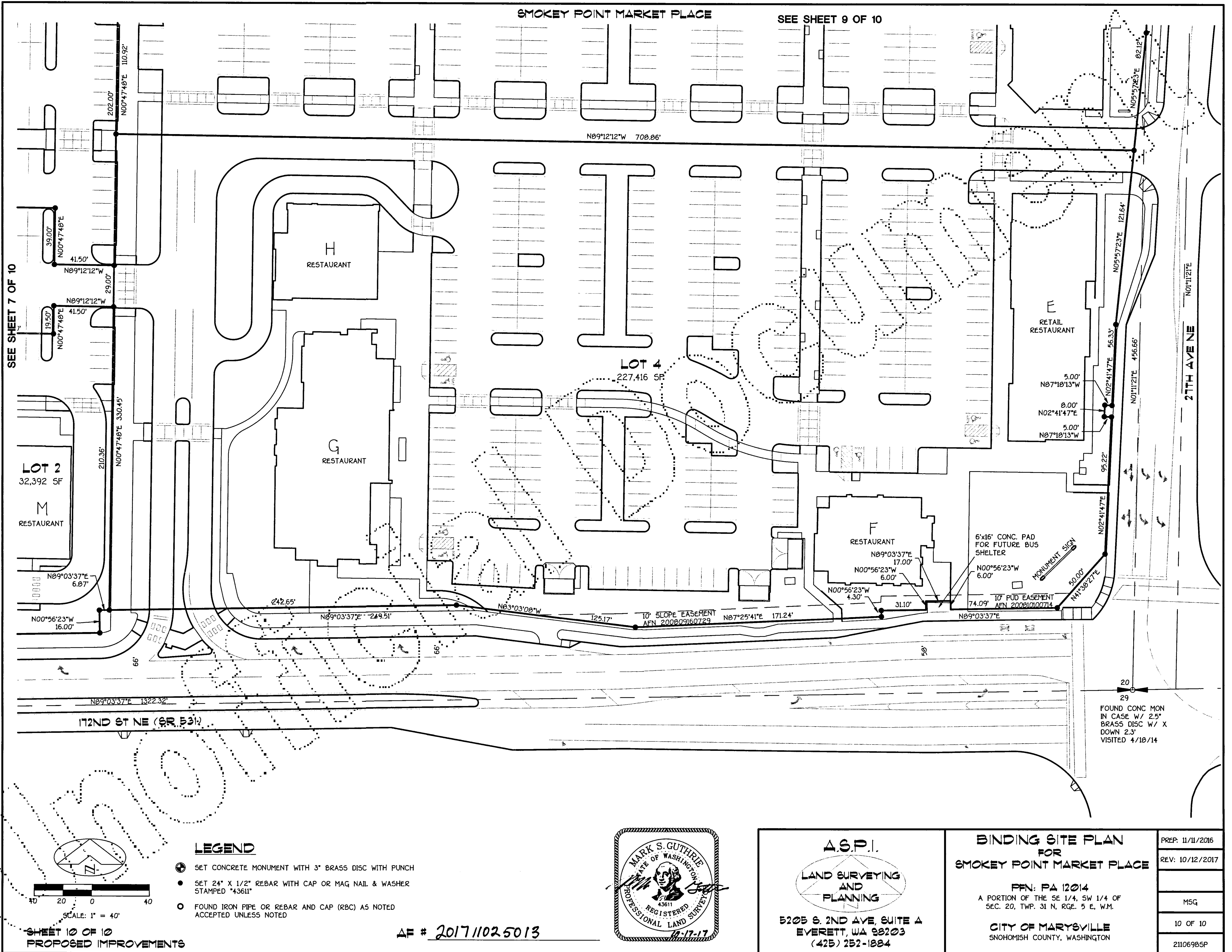
PREP: 11/11/2016
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MSG
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SHEET 9 OF 10
PROPOSED IMPROVEMENTS

AF # 2017 1102 5013

SMOKEY POINT MARKET PLACE

SEE SHEET 9 OF 10



SEE SHEET 7 OF 10

21ST AVENUE

LOT 2
32,392 SF

LOT 4
227,416 SF

M
RESTAURANT

H
RESTAURANT

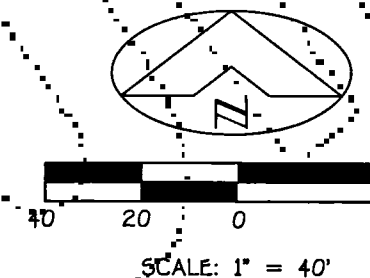
G
RESTAURANT

F
RESTAURANT

E
RETAIL
RESTAURANT

N00°56'23"W
16.00'

172ND ST NE (SR 53)



LEGEND

- SET CONCRETE MONUMENT WITH 3" BRASS DISC WITH PUNCH
- SET 24" X 1/2" REBAR WITH CAP OR MAG NAIL & WASHER STAMPED "43611"
- FOUND IRON PIPE OR REBAR AND CAP (RBC) AS NOTED ACCEPTED UNLESS NOTED

SHEET 10 OF 10
PROPOSED IMPROVEMENTS

AF # 201711025013



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**BINDING SITE PLAN
FOR
SMOKEY POINT MARKET PLACE**
FFN: PA 12014
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CITY OF MARYSVILLE
SNOHOMISH COUNTY, WASHINGTON

PREP: 11/11/2016
REV: 10/12/2017
MSG
10 OF 10
211069B5P

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE CORRECTING THE LEGAL DESCRIPTION AND MAP OF THE VACATION OF A PORTION OF 25th AVENUE NE AND AN EXISTING STORMWATER DETENTION POND LOCATED NORTH OF 172nd STREET NE (SR 531) IN THE CITY OF MARYSVILLE, WASHINGTON.

WHEREAS, a public hearing was held before Marysville City Council on February 9, 2015 to consider vacation of a portion of 25th Avenue NE, and a stormwater detention pond, located north of 172nd Street NE (SR 531) in the City of Marysville, and to consider waiving compensation for said vacation; and

WHEREAS, the Marysville City Council approved the vacation of the said portion of 25th Avenue NE and the stormwater detention pond located north of 172nd Street NE (SR 531) via Ordinance 2990 as shown in **Exhibit A**; and

WHEREAS, Ordinance 2990 contained an inaccurate legal description and corresponding map of the vacation, in that it contained a portion of land that is owned by the State of Washington; and

WHEREAS, other than the portion of land owned by the State of Washington, Ordinance 2990 correctly vacated the remainder of land described in the Ordinance; and

WHEREAS, the Marysville City Council recommends correcting the legal description and map of the vacation that was approved by Ordinance 2990 in order to correctly exclude that portion of land that is owned by the State of Washington, by replacing the legal description and map of Ordinance 2990 with the correct legal description and map as shown in **Exhibit B**;

NOW, THEREFORE, the City Council of the City of Marysville, Washington do ordain as follows:

Section 1. Ordinance 2990 is hereby amended, and the legal description and map of Ordinance 2990 as shown in **Exhibit A** is replaced by the legal description and map shown in **Exhibit B**.

Section 2. The perpetual easement in favor of the City of Marysville for utilities that was that was reserved by Ordinance 2990 is hereby revised to match the legal description and map as shown in **Exhibit B**.

Section 3. Other than as amended by this Ordinance, Ordinance 2990 shall remain in full force and effect.

Section 4. This ordinance and the corrected legal description of the vacation of that portion of 25th Avenue NE and the stormwater detention pond as legally described and depicted in **Exhibit B** attached hereto, shall become effective five (5) days after publication of this ordinance and recording by the City of a certified copy of the same in the records of the Snohomish County Auditor.

Section 5. 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.

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

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

201711020442
11/02/2017 2:25pm \$79.00
SNOHOMISH COUNTY, WASHINGTON
CONFORMED COPY
6 PGS

<p>Return Address</p> <p>City of Marysville 1049 State Avenue Marysville, WA 98270</p>
--

Please print or type information

FA 666229C

<p>Document Title(s) (or transactions contained therein):</p> <p>ORDINANCE NO. 2990 – VACATING A PORTION OF 25TH AVENUE NE AND AN EXISTING STORMWATER DETENTION POND LOCATED NORTH OF 172ND STREET NE (SR531) IN THE CITY OF MARYSVILLE, WA</p>
<p>Grantor(s) (Last name first, then first name and initials)</p> <p>MARYSVILLE, CITY OF</p>
<p>Grantee(s) (Last name first, then first name and initials)</p> <p>SMOKEY POINT COMMERCIAL, LLC</p>
<p>Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)</p> <p>PORTION OF THE SOUTHEAST QUARTER, SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RAGE 5 EAST W.M., SNOHOMISH COUNTY, WASHINGTON</p>
<p>Reference Number(s) of Documents assigned or released:</p> <p>ORDINANCE NO. 2990</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p>N/A – EXISTING RIGHT-OF-WAY</p>

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. 2990

AN ORDINANCE OF THE CITY OF MARYSVILLE VACATING A PORTION OF 25th AVENUE NE AND AN EXISTING STORMWATER DETENTION POND LOCATED NORTH OF 172nd STREET NE (SR 531) IN THE CITY OF MARYSVILLE, WASHINGTON.

WHEREAS, a public hearing was held before Marysville City Council on February 9, 2015 to consider vacation of a portion of 25th Avenue NE, and a stormwater detention pond, located north of 172nd Street NE (SR 531) in the City of Marysville, and to consider waiving compensation for said vacation; and

WHEREAS, the Marysville City Council recommends waiving all compensation of the vacated right-of-way, based on the following factors:

(a) At the public hearing for the Lakewood Station Binding Site Plan, Washington State Department of Transportation (WSDOT) testified that a signal or a roundabout (RAB) would not be allowed to be installed at the intersection of 172nd Street NE (SR 531) and 25th Avenue NE, due to its close proximity to the signalized intersection of 27th Avenue NE to the east. WSDOT however, does support construction of a RAB further west at approximately the 2300 Block.

(b) The relocation of 25th Avenue NE, west to a RAB located at 23rd Avenue NE, will provide a public benefit by allowing existing residents, future residents and patrons of the proposed commercial development improved access to 172nd Street NE (SR 531). Currently, 25th Avenue NE is a non-signalized intersection which makes it difficult to make left turns during the AM and PM peak hours.

(c) Vacating 25th Avenue NE and the stormwater detention pond provides an opportunity for commercial development that would otherwise be difficult due to access restrictions required by WSDOT

(d) The applicant is proposing to construct and dedicate a new roadway alignment, to a public standard; including sidewalks, planter strips and decorative lighting, at no cost to the public. The cost for constructing the road, not including the RAB at 172nd Street NE (SR 531), decorative lighting and landscaping is approximately \$776,692.00.

(e) The dedication of new public right-of-way is approximately 86,733 SF, not including dedication of right-of-way for the construction of the RAB and frontage improvements on 172nd Street NE (SR 531). The applicant has requested 87,342 SF of existing right-of-way be vacated.

WHEREAS, the Marysville City Council considered the evidence presented at the public hearing and entered the following findings of fact:

(a) The vacation will provide a public benefit and purpose as the applicant shall be required to construct and dedicate, to the City of Marysville, a new public roadway realigning 25th Avenue NE to the west to a mini roundabout (RAB) and construct a RAB at 172nd Street NE (SR 531), to a public standard; including sidewalks, planter strips and decorative lighting, as approved by the City Engineer and Washington State Department of Transportation;

- (b) The right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole;
- (c) The public need shall not be adversely affected;
- (d) The right-of-way is not contemplated or needed for future public use;
- (e) No abutting owner will become landlocked nor will his access be substantially impaired;

NOW, THEREFORE, the City Council of the City of Marysville, Washington do ordain as follows:

Section 1. That portion of 25th Avenue NE and the stormwater detention pond as legally described and depicted in **Exhibit A** attached hereto, is hereby vacated, subject to the following conditions:

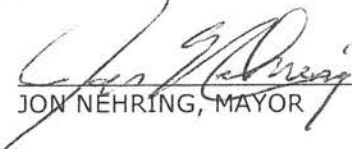
- (a) Vacation of 25th Avenue NE and the stormwater detention pond shall not be effective until the applicant has constructed a permanent or temporary public access from 25th Avenue NE to 172nd Street NE (SR 531), as approved by the City Engineer;
- (b) 25th Avenue NE shall be vacated subject to reservation of a perpetual easement in favor of the City of Marysville for utilities, across, under and through that portion of the property; and
- (c) The applicant shall be required to construct and dedicate, to the City of Marysville, a new public roadway realigning 25th Avenue NE to the west to a mini RAB and construct a RAB at 172nd Street NE (SR 531), to a public standard; including sidewalks, planter strips and decorative lighting, as approved by the City Engineer and Washington State Department of Transportation.

Section 2. This ordinance and the vacation of that portion of 25th Avenue NE and the stormwater detention pond as legally described and depicted in **Exhibit A** attached hereto, shall become effective five (5) days after publication of this ordinance and recording by the City of a certified copy of the same in the records of the Snohomish County Auditor. This ordinance shall not be recorded until and unless condition (a) in Section 1 of this Ordinance has been fully satisfied and the right-of-way for the new public roadway realigning 25th Avenue NE has been dedicated to the City of Marysville.

Section 3. 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.

PASSED by the City Council and APPROVED by the Mayor this 9th day of February, 2015.

CITY OF MARYSVILLE

By:  _____
JON NEHRING, MAYOR

Attest:

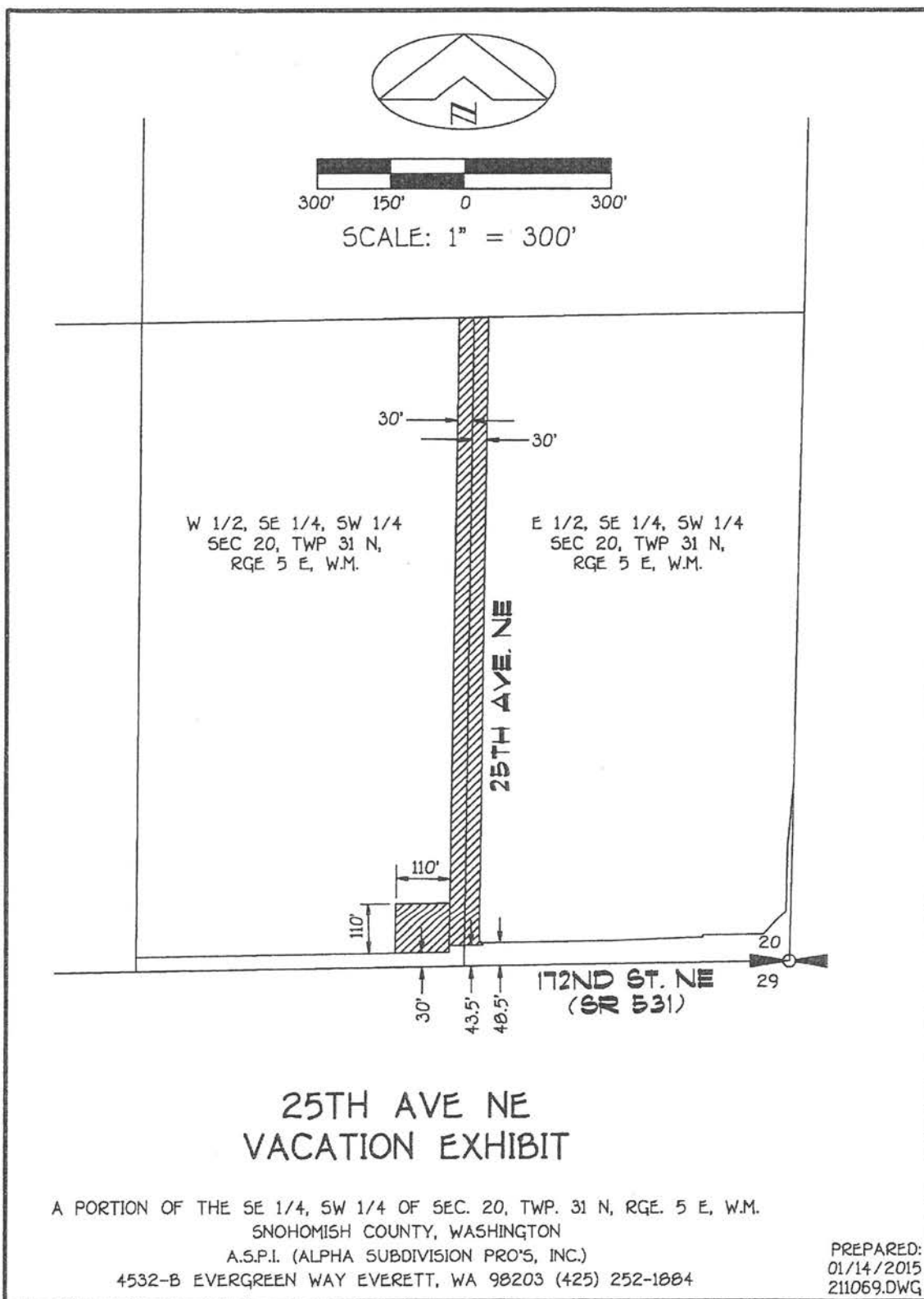
By: 
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By: 
JON WALKER, CITY ATTORNEY

Date of Publication: 10.28.17

Effective Date: 11.02.17
(5 days after publication)



25TH AVENUE NE VACATION
LEGAL DESCRIPTION

THE EAST 30.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.; EXCEPT THE SOUTH 43.50 FEET THEREOF.

TOGETHER WITH THE WEST 30.00 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.; EXCEPT THE SOUTH 43.50 FEET THEREOF.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT OF LAND:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER;
THENCE SOUTH 89°03'37" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 661.16 FEET TO THE CENTERLINE OF 25TH AVENUE NE;
THENCE NORTH 00°47'48" EAST ALONG SAID CENTERLINE 43.52 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 43.50 FEET NORTH OF SAID SOUTH LINE;
THENCE NORTH 89°03'37" EAST ALONG SAID PARALLEL LINE 30.01 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 30.00 FEET EAST OF SAID CENTERLINE, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 89°03'37" EAST 9.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS SOUTH 33°28'18" WEST;
THENCE NORTHWESTERLY 20.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°19'29" TO A POINT ON SAID PARALLEL LINE;
THENCE SOUTH 00°47'48" WEST ALONG SAID PARALLEL LINE 17.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTH 110 FEET OF THE SOUTH 140 FEET OF THE WEST 110 FEET OF THE EAST 140 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., AS CONVEYED TO SNOHOMISH COUNTY BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9304070110, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



25TH AVENUE NE VACATION
LEGAL DESCRIPTION

THE EAST 30.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.; EXCEPT THE SOUTH 66.00 FEET THEREOF.

TOGETHER WITH THE WEST 30.00 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.; EXCEPT THE SOUTH 66.00 FEET THEREOF.

TOGETHER WITH THAT PORTION OF THE NORTH 110 FEET OF THE SOUTH 140 FEET OF THE WEST 110 FEET OF THE EAST 140 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., AS CONVEYED TO SNOHOMISH COUNTY BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9304070110, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20;

THENCE NORTH 00°47'48" EAST ALONG THE EAST LINE OF SAID WEST HALF 66.03 FEET TO THE NORTH LINE OF THE SOUTH 66.00 FEET OF SAID SUBDIVISION, THE POINT OF BEGINNING OF THIS LINE DESCRIPTION;

THENCE SOUTH 89°03'37" WEST ALONG SAID NORTH LINE 59.15 FEET;

THENCE SOUTH 00°56'23" EAST 16.00 FEET TO THE NORTH LINE OF THE SOUTH 50.00 FEET OF SAID SUBDIVISION;

THENCE SOUTH 89°03'37" WEST ALONG SAID NORTH LINE 81.40 FEET TO THE WEST LINE OF SAID EAST 140 FEET, THE TERMINUS OF THIS LINE DESCRIPTION.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



