

January 28, 2019

**Marysville City Council Meeting**  
7:00 p.m.

City Hall

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

**Audience Participation**

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

**Consent**

1. Approval of the December 28, 2018 Claims in the Amount of \$743,025.01 paid by EFT transactions and Check Numbers 129609 through 129740 with no Check Numbers Voided.
2. Approval of the December 31, 2018 Claims in the Amount of \$862,412.53 paid by EFT transactions and Check Numbers 129825 through 129859 with no Check Numbers Voided.
3. Approval of the January 9, 2019 Claims in the Amount of \$318,641.37 paid by EFT transactions and Check Numbers 129577 through 129608 with no Check Numbers Voided.
4. Approval of the January 16, 2019 Claims in the Amount of \$568,903.17 paid by EFT transactions and Check Numbers 129741 through 129824 with Check Numbers 117266, 125509, 126556, 128907, 129362 and 129567 Voided.
5. Approval of the January 18, 2019 Payroll in the Amount of \$1,285,594.80 paid by EFT transactions and Check Numbers 32194 through 32211.

**Review Bids**

**Public Hearings**

**New Business**

**Marysville City Council Meeting****January 28, 2019****7:00 p.m.****City Hall**

6. Consider Approving the Interlocal Agreement with Snohomish County for the Enhanced Natural Yard Care Program.
7. Consider Approving the Fuel Tax Grant Agreement and Project Funding Status Form for TIB grant construction funding of State Avenue from 100<sup>th</sup> St NE to 104<sup>th</sup> PI NE.
8. Consider Approving the Professional Services Agreement with Strategies 360.
9. Consider Approving a **Resolution** Adopting Revised Green Fees for Cedarcrest Golf Course as Approved by the Parks and Recreation Advisory Board on January 9, 2019.
10. Consider Approving the Fourth Amendment with Puget Sound Security for Entrance Security Screeners.
12. Consider Approving a **Resolution** Confirming Yueqing City, China, as an Official Friendship City.

**Legal****Mayor's Business**

11. Reappointment of Jodi Condyles and Gayle Bluhm to the Parks Advisory Board.

**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

**January 28, 2019**                      **Marysville City Council Meeting**                      **City Hall**  
**7:00 p.m.**

1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two business days prior to the meeting date if any special accommodations are needed for this meeting.

# *Index #1*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 28, 2019**

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

Please see attached.

**RECOMMENDED ACTION:**

**The Finance and Executive Departments recommend City Council approve the December 28, 2018 claims in the amount of \$743,025.01 paid by EFT transactions and Check No.'s 129609 through 129740 with no Check No. voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-13**

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 **\$743,025.01 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 129609 THROUGH 129740 WITH NO CHECK NO. VOIDED**. ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER DATE

\_\_\_\_\_  
MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **28<sup>th</sup> DAY OF JANUARY 2019**.

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/28/18 TO 12/28/18**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
129610	AAKAVS CONSULTING	IMPLEMENTATION AND ROLLOUT SERVICES	UTIL ADMIN	19,546.00
129611	ACLARA TECHNOLOGIES	RMA PRORATED WARRANTIES	WATER SERVICES	2,245.50
129612	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	84.84
	ADVANTAGE BUILDING S		SUNNYSIDE FILTRATION	394.00
	ADVANTAGE BUILDING S		UTIL ADMIN	848.41
	ADVANTAGE BUILDING S		COMMUNITY CENTER	848.41
	ADVANTAGE BUILDING S		COURT FACILITIES	1,272.61
	ADVANTAGE BUILDING S		CITY HALL	1,272.61
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	1,355.84
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,696.70
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,832.56
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,817.82
129613	AG SPRAY EQUIPMENT	PVC, DEICER AND GAUGE	SNOW & ICE CONTROL	1,187.13
129614	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	89.90
129615	AMERICAN CLEANERS	DRY CLEANING	POLICE INVESTIGATION	21.55
	AMERICAN CLEANERS		OFFICE OPERATIONS	38.79
	AMERICAN CLEANERS		POLICE PATROL	47.41
	AMERICAN CLEANERS		DETENTION & CORRECTION	81.89
	AMERICAN CLEANERS		POLICE ADMINISTRATION	87.99
129616	AMERICAN ENVIRONMENT	ASBESTOS ABATEMENT-FLAP JACK	NON-DEPARTMENTAL	29,844.31
129617	APOLLO CONCRETE	DRILLING SERVICES	GMA - STREET	490.95
129618	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	53.35
	ARAMARK UNIFORM		OPERA HOUSE	57.50
	ARAMARK UNIFORM		OPERA HOUSE	57.50
	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	70.75
129619	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	42.56
129620	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,683.68
129621	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	NON-DEPARTMENTAL	299,930.13
129622	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	2,600.00
129623	BROOKS, DIANE E	INSTRUCTOR SERVICES	RECREATION SERVICES	36.00
	BROOKS, DIANE E		RECREATION SERVICES	36.00
	BROOKS, DIANE E		RECREATION SERVICES	48.00
129624	BSN SPORTS, INC	BASKETBALLS	RECREATION SERVICES	287.67
129625	BUCHANAN SERVICES	LIFT REPAIR	EQUIPMENT RENTAL	526.89
129626	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	161.13
129627	CANTU, JASON S	BOOT REIMBURSEMENT	ENGR-GENL	121.21
129628	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	99.00
129629	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	13,154.19
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,539.62
129630	CHICAGO TITLE INSURA	TITLE REPORT	GMA - STREET	462.93
129631	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,362.04
	CNR INC		COMPUTER SERVICES	1,362.04
129632	COASTAL FARM & HOME	HARDWARE	ROADWAY MAINTENANCE	5.44
129633	COOP SUPPLY		ROADWAY MAINTENANCE	3.25
129634	CORE & MAIN LP	PRO-CODERS AND R900 W/ANTENNA	WATER SERVICE INSTALL	9,857.04
129635	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,568.48
129636	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	314.74
129637	CRIMINAL JUSTICE	TRAINING-MOSALSKY	POLICE TRAINING-FIREARMS	100.00
	CRIMINAL JUSTICE	ACADEMY TRAINING-BREVIG	POLICE TRAINING-FIREARMS	3,187.00
129638	DAVEY TREE SURGERY	REMOVE COTTONWOOD TREES	FORESTRY MAINTENANCE	7,100.16
129639	DELL	PC REPLACEMENT	IS REPLACEMENT ACCOUNTS	2,362.46
129640	DICKS TOWING	TOWING EXPENSE-MP18-67747	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-68305	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-68776	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-69068	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-70198	POLICE PATROL	71.61



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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
129651	FRONTIER COMMUNICATI	PHONE CHARGES	GOLF ADMINISTRATION	109.19
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	272.96
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT	272.96
	FRONTIER COMMUNICATI		UTIL ADMIN	272.96
129652	GALLS, LLC	HASH MARK EMBLEMS	POLICE ADMINISTRATION	40.00
	GALLS, LLC		POLICE PATROL	41.82
129653	GIESBRECHT, BRADFORD	INSTRUCTOR SERVICES	RECREATION SERVICES	30.00
	GIESBRECHT, BRADFORD		RECREATION SERVICES	30.00
	GIESBRECHT, BRADFORD		RECREATION SERVICES	60.00
	GIESBRECHT, BRADFORD		RECREATION SERVICES	60.00
	GIESBRECHT, BRADFORD		RECREATION SERVICES	60.00
	GIESBRECHT, BRADFORD		RECREATION SERVICES	90.00
129654	GOVCONNECTION INC	CABLES	COMPUTER SERVICES	78.88
	GOVCONNECTION INC	PRINTER	SOLID WASTE OPERATIONS	109.05
129655	GOVERNMENT PORTFOLIO	4TH QTR 2018 AND BOND INV SERVICES	GMA - STREET	1,250.00
	GOVERNMENT PORTFOLIO		NON-DEPARTMENTAL	2,550.00
	GOVERNMENT PORTFOLIO		FINANCE-GENL	4,375.00
129656	GREATAMERICA FINANCI	PRINTER/COPIER CHARGES	CITY CLERK	30.19
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.19
	GREATAMERICA FINANCI		FINANCE-GENL	30.19
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATION	30.19
	GREATAMERICA FINANCI		UTILITY BILLING	30.19
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.19
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.22
	GREATAMERICA FINANCI		POLICE PATROL	36.22
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.22
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.22
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.22
	GREATAMERICA FINANCI		COMMUNITY	38.54
	GREATAMERICA FINANCI		ENGR-GENL	38.54
	GREATAMERICA FINANCI		UTIL ADMIN	38.55
129657	GREENSHIELDS	SOCKET SETS, WRENCH SETS AND EXT	STORM DRAINAGE	2,493.04
129658	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
129659	GYURKOVICS, SANDRA	REIMBURSE MILEAGE	COMPUTER SERVICES	52.51
	GYURKOVICS, SANDRA		COMPUTER SERVICES	73.88
129660	HACH COMPANY	CALIBRATION FEES	WATER QUAL TREATMENT	361.93
	HACH COMPANY	LDO OPTICAL PROBE	WASTE WATER TREATMENT	866.81
	HACH COMPANY	PH PROBE	WASTE WATER TREATMENT	1,247.02
129661	HBLE	VESTS	POLICE PATROL	1,903.66
129662	HERC RENTALS INC	KUBOTA RENTALS-TOUR OF LIGHTS	PARK & RECREATION FAC	2,056.89
129663	HUMAN SERVICES	LIQUOR BOARD PROFITS/EXCISE TAXES	NON-DEPARTMENTAL	3,742.34
129664	INTERMOUNTAIN LOCK	KEYS	UTIL ADMIN	183.93
129665	JEFF'S CARPET CLEAN	CARPET CLEANING SERVICE	PUBLIC SAFETY BLDG	150.00
129666	JET PLUMBING	CLEAR BLOCKAGE-PSB	PUBLIC SAFETY BLDG	163.65
129667	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	90.00
129668	KING, SHERRY JO	PRO-TEM SERVICES	MUNICIPAL COURTS	1,295.00
129669	KKXA 1520	ADVERTISING-OPERA HOUSE	OPERA HOUSE	187.50
129670	LABOR & INDUSTRIES	L & I 4TH QTR 2018	MUNICIPAL COURTS	0.82
	LABOR & INDUSTRIES		OPERA HOUSE	6.87
	LABOR & INDUSTRIES		RECREATION SERVICES	72.88
	LABOR & INDUSTRIES		MUNICIPAL COURTS	98.23
	LABOR & INDUSTRIES		COMMUNITY CENTER	188.00
	LABOR & INDUSTRIES		ROADWAY MAINTENANCE	358.01
	LABOR & INDUSTRIES		POLICE PATROL	811.73
129671	LAKE INDUSTRIES	ASPHALT DISPOSAL	GMA - STREET	70.00

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
129672	LAKEWOOD SCHOOL DIST	JANITORIAL SERVICES 12/1 & 12/8-GAME	RECREATION SERVICES	210.00
129673	LANGDON, SANDY	REIMBURSE MEETING/TRAINING/LICENSING	FINANCE-GENL	388.35
129674	LES SCHWAB TIRE CTR	TIRE BILLING ERROR	ER&R	-1,334.83
	LES SCHWAB TIRE CTR	TIRES	ER&R	1,334.83
	LES SCHWAB TIRE CTR		ER&R	1,334.83
129675	LOWES HIW INC	LED BULBS	SEWER LIFT STATION	78.68
129676	MARYSVILLE AWARDS	PLAQUE ENGRAVING	PERSONNEL ADMINISTRATION	10.91
129677	MARYSVILLE, CITY OF	UTILITY SERVICE-1221 3RD ST	OPERA HOUSE	109.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST FIRELINE	PUBLIC SAFETY BLDG	120.69
	MARYSVILLE, CITY OF	UTILITY SERVICE-519 & 523 DELTA AVE	NON-DEPARTMENTAL	145.38
	MARYSVILLE, CITY OF	UTILTIY SERVICE-1218 1ST ST OFFICE	PUBLIC SAFETY BLDG	159.77
	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE ST	GOLF ADMINISTRATION	272.36
	MARYSVILLE, CITY OF	UTILITY SERVICE-6810 84TH ST NE	GOLF ADMINISTRATION	585.43
	MARYSVILLE, CITY OF	UTILITY SERVICE-1225 3RD ST	OPERA HOUSE	646.26
	MARYSVILLE, CITY OF	UTILITY SERVICE-7007 GROVE ST	GOLF ADMINISTRATION	1,120.85
129678	MCALLISTER & QUINN	RETAINER FOR PERIOD ENDING 12/31/18	FINANCIAL & RECORDS	8,000.00
129679	MCWETHY, LUCAS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00
129680	MENNIE, CONNIE	REIMBURSE TRAVEL/MEETING EXPENSE	EXECUTIVE ADMIN	24.18
	MENNIE, CONNIE		EXECUTIVE ADMIN	42.99
129681	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	1,323.66
	METCALF, SHELLEY		RECREATION SERVICES	1,435.92
129682	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	ENGR-GENL	7.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	7.65
	MOBILEGUARD, INC.		RECREATION SERVICES	7.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	7.65
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATION	7.65
	MOBILEGUARD, INC.		OFFICE OPERATIONS	15.30
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	15.30
	MOBILEGUARD, INC.		SOLID WASTE CUSTOMER	15.30
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	15.30
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	22.95
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	22.95
	MOBILEGUARD, INC.		GENERAL	22.95
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	22.95
	MOBILEGUARD, INC.		STORM DRAINAGE	22.95
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	38.25
	MOBILEGUARD, INC.		YOUTH SERVICES	38.25
	MOBILEGUARD, INC.		DETENTION & CORRECTION	53.55
	MOBILEGUARD, INC.		POLICE INVESTIGATION	68.85
	MOBILEGUARD, INC.		WASTE WATER TREATMENT	84.15
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	99.45
	MOBILEGUARD, INC.		COMPUTER SERVICES	112.00
	MOBILEGUARD, INC.		UTILADMIN	122.40
	MOBILEGUARD, INC.		POLICE PATROL	351.90
129683	MOTOR TRUCKS	CIRCUIT BREAKERS	EQUIPMENT RENTAL	140.96
129684	NATIONAL BARRICADE	TRAFFIC CONES	WATER DIST MAINS	1,647.41
129685	NAVIA BENEFIT	FLEXPLAN FEES	PERSONNEL ADMINISTRATION	58.10
129686	NC MACHINERY COMPANY	REAPIR SKID STEER	GENERAL	3,076.38
129687	NORTH SOUND HOSE	COUPLERS AND STRAPS	ROADWAY MAINTENANCE	58.18
	NORTH SOUND HOSE	COUPLERS, FITTINGS AND STRAPS	ROADWAY MAINTENANCE	121.04
129688	NORTHERN ENERGY PROP	REBUILD KITS	EQUIPMENT RENTAL	168.72
129689	OBOM CONSTRUCTION	REPAIR SIDING-CITY HALL	CITY HALL	327.30
	OBOM CONSTRUCTION	REMODEL ROSE HOUSE-50% DRAW	GMA - STREET	20,183.50
129690	OFFICE DEPOT	OFFICE SUPPLIES	LEGAL-GENL	8.72
	OFFICE DEPOT		SOLID WASTE OPERATIONS	9.66
	OFFICE DEPOT		ENGR-GENL	16.30
	OFFICE DEPOT		ENGR-GENL	22.08

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129690	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	23.42
	OFFICE DEPOT		METER READING	43.77
	OFFICE DEPOT		ENGR-GENL	50.83
	OFFICE DEPOT		POLICE PATROL	57.02
	OFFICE DEPOT		COMMUNITY SERVICES UNIT	68.37
	OFFICE DEPOT		UTIL ADMIN	89.38
	OFFICE DEPOT		COMMUNITY	90.22
	OFFICE DEPOT		POLICE PATROL	94.76
	OFFICE DEPOT		POLICE ADMINISTRATION	100.04
	OFFICE DEPOT		POLICE PATROL	115.21
	OFFICE DEPOT		POLICE PATROL	124.23
	OFFICE DEPOT		POLICE PATROL	131.48
	OFFICE DEPOT		OFFICE OPERATIONS	139.56
	OFFICE DEPOT		POLICE INVESTIGATION	160.29
	OFFICE DEPOT		POLICE PATROL	254.56
	OFFICE DEPOT		POLICE PATROL	260.04
	OFFICE DEPOT		LEGAL-GENL	407.49
129691	OWEN EQUIPMENT	SHIPPING CREDIT	EQUIPMENT RENTAL	-126.53
	OWEN EQUIPMENT	BELT ASSY AND BUCKLE	ER&R	107.64
	OWEN EQUIPMENT		ER&R	109.95
	OWEN EQUIPMENT	SPRING CLIPS	EQUIPMENT RENTAL	135.51
	OWEN EQUIPMENT	RELAY	EQUIPMENT RENTAL	249.10
	OWEN EQUIPMENT	CHARGING STATIONS, HEADSETS AND HUB	STORM DRAINAGE	16,779.42
129692	PACIFIC POWER BATTER	BATTERY	SOURCE OF SUPPLY	18.60
129693	PARAMOUNT SUPPLY	BACKFLOW TEST KIT CERTIFY	WATER CROSS CNTL	116.03
129694	PARKSON CORP	SAND FILTER PROJECT	SEWER CAPITAL PROJECTS	37,755.15
129695	PARR LUMBER CO	BATTERY	SEWER MAIN COLLECTION	150.98
	PARR LUMBER CO	LUMBER, SAW AND HARDWARE	SEWER MAIN COLLECTION	449.95
129696	PARTS STORE, THE	FILTER	EQUIPMENT RENTAL	3.04
	PARTS STORE, THE	MOUNT AND PIN	PARK & RECREATION FAC	27.93
	PARTS STORE, THE	WINCH ASSY WITH MOUNTING KIT	EQUIPMENT RENTAL	1,962.44
129697	PARTSMASTER	HACKSAW, BLADES AND CLAMPS	EQUIPMENT RENTAL	1,025.71
129698	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	405.90
129699	PETROCARD SYSTEMS	FUEL CONSUMED	PURCHASING/CENTRAL	26.45
	PETROCARD SYSTEMS		ENGR-GENL	36.67
	PETROCARD SYSTEMS		STORM DRAINAGE	95.85
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	112.73
	PETROCARD SYSTEMS		COMMUNITY	199.26
	PETROCARD SYSTEMS		PARK & RECREATION FAC	446.89
	PETROCARD SYSTEMS		GENERAL	1,821.27
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,478.37
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,666.11
	PETROCARD SYSTEMS		POLICE PATROL	6,687.38
129700	PETTY CASH- POLICE	MEETING/SHIPPING/OFFICE SUPPLIES	POLICE INVESTIGATION	2.62
	PETTY CASH- POLICE		POLICE ADMINISTRATION	5.44
	PETTY CASH- POLICE		POLICE PATROL	59.99
129701	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	-927.06
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	5.67
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	44.25
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	52.34
	PGC INTERBAY LLC		PRO-SHOP	52.35
	PGC INTERBAY LLC		PRO-SHOP	59.66
	PGC INTERBAY LLC		PRO-SHOP	60.16
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	82.09
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	88.34
	PGC INTERBAY LLC		MAINTENANCE	91.62
	PGC INTERBAY LLC		PRO-SHOP	108.03

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129701	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	132.53
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF COURSE	134.50
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	228.29
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	254.03
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	326.73
	PGC INTERBAY LLC		MAINTENANCE	343.88
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	414.65
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	517.43
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	557.56
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	4,639.38
	PGC INTERBAY LLC		MAINTENANCE	6,826.63
129702	PILCHUCK RENTALS	BLADES	ROADSIDE VEGETATION	157.10
	PILCHUCK RENTALS	EXCAVATOR RENTAL	GMA - STREET	1,031.00
129703	PIONEER SANDS LLC	SAND W/PELLETS	WATER/SEWER OPERATION	-1,096.48
	PIONEER SANDS LLC		WASTE WATER TREATMENT	13,145.73
129704	PLATT ELECTRIC	STREET LIGHTS	STREET LIGHTING	58.26
129705	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	28.80
129706	PUBLIC SAFETY TESTIN	SUBSCRIPTION FEES	PERSONNEL ADMINISTRATION	873.00
129707	PUD	REPAIR POWER LINES	SOLID WASTE OPERATIONS	1,148.14
129708	PUD	ACCT #200998532	PARK & RECREATION FAC	17.58
	PUD	ACCT #204933311	PUMPING PLANT	17.58
	PUD	ACCT #202791166	PUMPING PLANT	17.98
	PUD	ACCT #201380995	PUMPING PLANT	19.44
	PUD	ACCT #221303498	STREET LIGHTING	28.93
	PUD	ACCT #220153100	TRANSPORTATION	62.67
	PUD	ACCT #200800704	STREET LIGHTING	64.14
	PUD	ACCT #202183679	TRANSPORTATION	65.96
	PUD	ACCT #222020794	NON-DEPARTMENTAL	79.50
	PUD	ACCT #201931193	PARK & RECREATION FAC	86.69
	PUD	ACCT #200869303	TRANSPORTATION	86.74
	PUD	ACCT #220298624	STREET LIGHTING	87.97
	PUD	ACCT #202220760	GOLF ADMINISTRATION	96.23
	PUD	ACCT #201046380	PARK & RECREATION FAC	118.78
	PUD	ACCT #202576112	STREET LIGHTING	126.79
	PUD	ACCT #202689105	WASTE WATER TREATMENT	129.75
	PUD	ACCT #202490637	SEWER LIFT STATION	176.16
	PUD	ACCT #202294336	STREET LIGHTING	197.70
	PUD	ACCT #202572327	STREET LIGHTING	205.29
	PUD	ACCT #203540174	PARK & RECREATION FAC	209.96
	PUD	ACCT #220731285	STREET LIGHTING	216.50
	PUD	ACCT #202030078	TRANSPORTATION	251.43
	PUD	ACCT #200084150	TRANSPORTATION	447.34
	PUD	ACCT #201639630	GOLF ADMINISTRATION	966.07
	PUD	ACCT #202604203	STREET LIGHTING	1,628.84
	PUD	ACCT #202576112	STREET LIGHTING	2,409.05
	PUD	ACCT #202604203	STREET LIGHTING	2,443.25
129709	RAINIER ENVIRONMENT	LAB ANALYSIS	WASTE WATER TREATMENT	600.00
129710	RAVE WIRELESS INC	SMS OPT IN FEE	EXECUTIVE ADMIN	2,727.50
129711	RICOH USA, INC.	PRINTER/COPIER CHARGES	PROPERTY TASK FORCE	73.10
	RICOH USA, INC.		POLICE PATROL	73.10
	RICOH USA, INC.		WASTE WATER TREATMENT	81.06
	RICOH USA, INC.		POLICE PATROL	694.71
129712	ROMAINE ELECTRIC	STARTER	EQUIPMENT RENTAL	135.70
129713	ROSEMOUNT ANALYTICAL	4X PH/ORP SENSOR W/VP	PUMPING PLANT	1,037.55
	ROSEMOUNT ANALYTICAL		WATER FILTRATION PLANT	1,037.56
129714	ROY ROBINSON	REDUCER RETURNED	EQUIPMENT RENTAL	-33.76
	ROY ROBINSON	REDUCER	EQUIPMENT RENTAL	33.76

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/28/18 TO 12/28/18**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
129714	ROY ROBINSON	REDUCER	EQUIPMENT RENTAL	33.76
129715	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	1,295.00
129716	SALINAS SAWING	ASPHALT DEMO	WATER SERVICE INSTALL	272.75
129717	SCORE	INMATE MEDICAL	DETENTION & CORRECTION	314.84
129718	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	4.56
	SHRED-IT US		LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
129719	SIX ROBBLEES INC	BRACKETS	ER&R	41.89
	SIX ROBBLEES INC	COMBO HITCH WITH MOUNT AND CLIP	EQUIPMENT RENTAL	187.15
129720	SNOHOMISH CO 911	TYLER SOFTWARE	DETENTION & CORRECTION	1,067.27
129721	SOUND PUBLISHING	ADVERTISING-OPERA HOUSE	OPERA HOUSE	405.00
129722	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	17.77
129723	STAPLES	OFFICE SUPPLIES	EXECUTIVE ADMIN	57.09
129724	STEELE, ERICA	REIMBURSE MILEAGE	EXECUTIVE ADMIN	14.67
129725	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
129726	SUPPLYWORKS	JANITORIAL SUPPLIES	COURT FACILITIES	148.97
	SUPPLYWORKS		WASTE WATER TREATMENT	192.59
	SUPPLYWORKS		CITY HALL	252.89
	SUPPLYWORKS		UTIL ADMIN	272.04
	SUPPLYWORKS		PUBLIC SAFETY BLDG	376.08
	SUPPLYWORKS		MAINT OF GENL PLANT	419.49
129727	TETRA TECH INC.	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	15,280.82
129728	TRANSPO GROUP		NON-DEPARTMENTAL	2,500.00
	TRANSPO GROUP		TRANSPORTATION	2,775.00
	TRANSPO GROUP		TRANSPORTATION	8,651.41
129729	TULALIP CHAMBER	HOTEL/MOTEL GRANT	HOTEL/MOTEL TAX	7,975.00
129730	TULALIP TRIBES OF WA	QWULOOLT MONITORING MARCH-DECEMBER	STORM DRAINAGE	4,219.50
129731	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	83.38
129732	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	662.20
129733	VANDERWALKER ,M	REIMBURSE MILEAGE	POLICE ADMINISTRATION	78.41
129734	VINYL SIGNS & BANNER	BANNER-COFFEE WITH A COP	POLICE PATROL	162.01
129735	WA AUDIOLOGY SRVCS	TESTING FEES	DETENTION & CORRECTION	20.00
	WA AUDIOLOGY SRVCS		POLICE ADMINISTRATION	80.00
129736	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	352.04
129737	WCIA	NO SHOW TRAINING INVOICE	POLICE PATROL	320.00
129738	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL-GENL	885.35
129739	WESTERN GRAPHICS	CITY LOGO GRAPHICS	ER&R	1,257.62
129740	WOODMANSEE, LAUREN	REIMBURSE SPECIAL EVENT EXPENSE	GOLF ADMINISTRATION	78.31

**WARRANT TOTAL: 742,829.63**

**ACH #129609 RAPID FINANCIAL SOLUTIONS 195.38**

**743,025.01**

# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 28, 2019**

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

Please see attached.

**RECOMMENDED ACTION:**

**The Finance and Executive Departments recommend City Council approve the December 31, 2018 claims in the amount of \$862,412.53 paid by EFT transactions and Check No.'s 129825 through 129859 with no Check No's voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-13**

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 **\$862,412.53 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 129825 THROUGH 129859 WITH NO CHECK NO.'S 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 **28<sup>th</sup> DAY OF JANUARY 2019**.

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 12/31/18 TO 12/31/18**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
129825	1 ALLIANCE GEOMATICS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	2,918.00
129826	AMERICAN FOREST MNGM	ARBORIST SERVICES	STORM DRAINAGE	425.00
129827	ANDES LAND SURVEY	SURVEYING SERVICES	GMA - STREET	720.00
	ANDES LAND SURVEY		NON-DEPARTMENTAL	930.00
129828	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	65,364.56
	BERGER/ABAM ENGR		GMA - STREET	115,182.29
129829	BERK CONSULTING INC.	MIC SUBAREA PLAN	COMMUNITY	3,792.87
129830	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	5,870.56
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	26,909.14
129831	CODE PUBLISHING	WEB & ORDINANCE UPDATES	CITY CLERK	356.62
129832	DICKS TOWING	TOWING EXPENSE-MP18-69671	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-70622	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-70974	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-70977	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-71252	POLICE PATROL	71.61
	DICKS TOWING	TOWING EXPENSE-MP18-710778	POLICE PATROL	95.46
129833	EAGLE FENCE	FENCE REPAIR	STORM DRAINAGE	3,491.78
129834	GENERAL EQUIPMENT	LID AXLES	SOLID WASTE OPERATIONS	91.02
129835	GRAY AND OSBORNE	PROFESSIONAL SERVICES	STORM DRAINAGE	286.58
129836	HDR ENGINEERING		GMA - STREET	38,645.17
	HDR ENGINEERING		GMA - STREET	40,685.54
129837	HOLT SERVICES INC	PAY ESTIMATE #4	UTILITY CONSTRUCTION	-13,884.45
	HOLT SERVICES INC		WATER CAPITAL PROJECTS	302,958.70
129838	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	3,742.29
129839	K2 DATA SYSTEMS INC	SCADA SUPPORT SERVICES	WASTE WATER TREATMENT	2,836.19
	K2 DATA SYSTEMS INC		SUNNYSIDE FILTRATION	2,836.19
	K2 DATA SYSTEMS INC		WATER RESERVOIRS	2,922.13
129840	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	STORM DRAINAGE	13,278.75
	KENNEDY/JENKS CONSUL		STORM DRAINAGE	34,605.33
129841	KPFF CONSULTING		GMA - STREET	1,810.95
129842	KPG, INC PS		GMA - STREET	2,716.37
129843	MACLEOD RECKORD, PLLC		GMA-PARKS	61,662.29
129844	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	23.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	36.84
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH & I5 IRR	PARK & RECREATION FAC	60.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE FIRELINE	CITY HALL	73.38
	MARYSVILLE, CITY OF	UTILTIY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	119.91
	MARYSVILLE, CITY OF	UTILITY SERVICE-1328 8TH ST	NON-DEPARTMENTAL	138.24
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	150.23
	MARYSVILLE, CITY OF	UTILTY SERVICE-80 COLUMBIA AVE	MAINT OF GENL PLANT	203.02
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	204.27
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF		EQUIPMENT RENTAL	394.34
	MARYSVILLE, CITY OF	UTILTIY SERVICE-514 DELTA AVE	COMMUNITY CENTER	659.46
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	691.81
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	769.83
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	WASTE WATER TREATMENT	1,146.30
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	2,009.23
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,927.06
129845	MOLINA, ISAAC	REFUND TOWING EXPENSE	POLICE PATROL	341.44
129846	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	71.90
	OFFICE DEPOT		COMMUNITY	130.67
129847	OTAK	PROFESSIONAL SERVICES	GMA - STREET	6,235.93
129848	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	801.43
129849	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	2,065.92
129850	SCORE	INMATE HOUSING	DETENTION & CORRECTION	18,600.00
129851	SEA-ALASKA INDUSTRIA	REBUILD PUMP #2	SEWER LIFT STATION	2,171.09

**CITY OF MARYSVILLE  
INVOICE LIST**

**FOR INVOICES FROM 12/31/18 TO 12/31/18**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
129852	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	38,992.03
129853	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	513.59
129854	TRANSCO GROUP	PROFESSIONAL SERVICES	TRANSPORTATION	2,047.50
	TRANSCO GROUP		TRANSPORTATION	4,807.50
129855	VALLEY ELECTRIC CO	PAY ESTIMATE #6	WATER CAPITAL PROJECTS	12,936.24
	VALLEY ELECTRIC CO		SEWER CAPITAL PROJECTS	20,266.26
129856	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	326.00
129857	WETZEL, JAKE	REIMBURSE TUITION COSTS	TRAINING	891.99
129858	WHATCOM COUNTY	4TH QTR MINI CHAIN 2018	DETENTION & CORRECTION	9,161.25
129859	YAKIMA COUNTY DOC	INMATE HOUSING	DETENTION & CORRECTION	10,615.43

**WARRANT TOTAL:**

**862,412.53**

**REASON FOR VOIDS:**

- UNCLAIMED PROPERTY
- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST/DAMAGED IN MAIL

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 28, 2019**

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 January 9, 2019 claims in the amount of \$318,641.37 paid by EFT transactions and Check No.'s 129577 through 129608 with no Check No. voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-1**

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 **\$318,641.37 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 129577 THROUGH 129608 WITH NO CHECK NO. VOIDED.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **28<sup>th</sup> DAY OF JANUARY 2019.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/4/2019 TO 1/9/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
129577	ALLIANT INSURANCE	COMMERCIAL CRIME INSURANCE PREMIUM	RISK MANAGEMENT	3,127.00
129578	ALLIANT INSURANCE	EXCESS LIABILITY INSURANCE PREMIUM	RISK MANAGEMENT	263,181.30
129579	ANTIPOW, KEITH	UB REFUND	WATER/SEWER OPERATION	124.06
129580	ASCAP	LICENSE FEE FOR 2019	RECREATION SERVICES	712.00
129581	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	27.07
	BOB BARKER COMPANY		DETENTION & CORRECTION	815.42
129582	CIVICPLUS	ANNUAL HOSTING/SUPPORT FEES	EXECUTIVE ADMIN	5,763.16
129583	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
129584	CONSTANT CONTACT	PROFESSIONAL SERVICES	EXECUTIVE ADMIN	654.60
129585	DAY, THERESA	TEMP CONST EASEMENT	GMA - STREET	233.34
129586	EVANS, BILL & JACKIE	UB REFUND	GARBAGE	224.22
129587	FRONTIER COMMUNICATI	PHONE CHARGES	CITY CLERK	9.19
	FRONTIER COMMUNICATI		CRIME PREVENTION	9.19
	FRONTIER COMMUNICATI		COMMUNITY CENTER	9.19
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	9.19
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	9.19
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	9.19
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	18.38
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	27.57
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	27.58
	FRONTIER COMMUNICATI		LEGAL-GENL	27.58
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	27.58
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	27.58
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	36.77
	FRONTIER COMMUNICATI		STORM DRAINAGE	36.77
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	45.96
	FRONTIER COMMUNICATI		YOUTH SERVICES	45.96
	FRONTIER COMMUNICATI		RECREATION SERVICES	45.96
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	45.96
	FRONTIER COMMUNICATI		FINANCE-GENL	55.15
	FRONTIER COMMUNICATI		UTILITY BILLING	64.35
	FRONTIER COMMUNICATI		COMPUTER SERVICES	64.38
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	73.54
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	73.54
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	73.54
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	82.73
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	82.73
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	110.31
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	119.50
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	119.50
	FRONTIER COMMUNICATI		ENGR-GENL	147.08
	FRONTIER COMMUNICATI		UTIL ADMIN	156.27
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	183.85
	FRONTIER COMMUNICATI		POLICE PATROL	422.85
129588	GILBERT, JODI	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
129589	GREENLEE, THOMAS	UB REFUND	WATER/SEWER OPERATION	202.65
129590	GURNO, TIMOTHY & JEN		WATER/SEWER OPERATION	190.02
129591	HAWKINS, BLAKE & MEG		WATER/SEWER OPERATION	123.05
129592	KAMINSKI, JASON & JE		WATER/SEWER OPERATION	103.36
129593	KNOTT, SHARON L		WATER/SEWER OPERATION	386.52
129594	LOGMEIN USA INC	GOTOMEETING LICENSES	COMPUTER SERVICES	1,114.74
129595	MAILFINANCE	POSTAGE MACHINE LEASE	PROBATION	124.23
	MAILFINANCE		MUNICIPAL COURTS	372.71
129596	MARYFEST	HOTEL/MOTEL GRANT	HOTEL/MOTEL TAX	20,000.00
129597	MARYSVILLE PRINTING	NOTICE OF CASE FORMS	MUNICIPAL COURTS	1,310.40
	MARYSVILLE PRINTING	ENVELOPES	MUNICIPAL COURTS	1,334.42
129598	MITCHELL, JACOB & AB	UB REFUND	WATER/SEWER OPERATION	40.38

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/4/2019 TO 1/9/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
129599	NW PROPERTY MANAGEME	UB REFUND TNT CARNES	WATER/SEWER OPERATION	81.91
129600	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURSE	GOLF ADMINISTRATION	8,777.66
129601	RICOH USA, INC. RICOH USA, INC. RICOH USA, INC.	PRINTER/COPIER CHARGES	POLICE PATROL	65.95
			PROPERTY TASK FORCE	75.04
			WASTE WATER TREATMENT F	196.18
129602	SEAVER, PAMELA	UB REFUND	WATER/SEWER OPERATION	24.99
129603	SKRINSKI, JEFFREY		WATER/SEWER OPERATION	201.13
129604	WA REC & PARK ASSN WA REC & PARK ASSN	MEMBERSHIP RENEWAL FOR 2019	PARK & RECREATION FAC	625.00
			RECREATION SERVICES	625.00
129605	WA STATE BAR ASSOCIA WA STATE BAR ASSOCIA WA STATE BAR ASSOCIA WA STATE BAR ASSOCIA	LICENSE RENEWAL-EGGERTSEN LICENSE RENEWAL-MILLETT LICENSE RENEWAL-TREACY LICENSE RENEWAL-WALKER	LEGAL-GENL LEGAL - PROSECUTION LEGAL - PROSECUTION LEGAL-GENL	481.75 481.75 481.75 481.75
129606	WATKINS, YVONNE	UB REFUND	WATER/SEWER OPERATION	171.10
129607	WAVEDIVISION HOLDING WAVEDIVISION HOLDING WAVEDIVISION HOLDING	INTERNET SERVICES	WATER QUAL TREATMENT CENTRAL SERVICES	116.40 537.68
			COMPUTER SERVICES	833.34
129608	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,320.23

**WARRANT TOTAL: 318,641.37**

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: January 28, 2019**

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 January 16, 2019 claims in the amount of \$568,903.17 paid by EFT transactions and Check No.'s 129741 through 129824 with Check No's 117266, 125509, 126556, 128907, 129362 & 129567 voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-1**

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 **\$568,903.17 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 129741 THROUGH 129824 WITH CHECK NO.'S 117266, 125509, 126556, 128907, 129362 & 129567 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 **28<sup>th</sup> DAY OF JANUARY 2019.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/11/2019 TO 1/16/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
129741	CHICAGO TITLE INSURA	ROW AQUISITION-102 STATE AVE	GMA - STREET	2,400.00
129742	REVENUE, DEPT OF	4TH QTR LEASEHOLD TAX 2018	GENL FUND-RENTS &	121.98
	REVENUE, DEPT OF		WATER/SEWER OPERATION	770.40
	REVENUE, DEPT OF		GENERAL FUND	1,135.14
	REVENUE, DEPT OF		NON-DEPARTMENTAL	1,700.66
	REVENUE, DEPT OF		GOLF COURSE	1,935.09
129743	FIRST AMERICAN TITLE	ROW ACQUISITION-11401 STATE AVE	GMA - STREET	30,100.80
129744	ALDERMAN, JAMES M	UB REFUND	WATER/SEWER OPERATION	36.50
129745	AMERICAN PUBLIC WORK	MEMBERSHIP RENEWAL-LAYCOCK	ENGR-GENL	227.00
129746	ARLINGTON, CITY OF	ARL CHRISTIAN SCHOOL 7000 GAL	SOURCE OF SUPPLY	20.58
129747	AWWA	WWUC 2019 DUES	UTIL ADMIN	2,500.00
129748	BANK OF NEW YORK MEL	UB REFUND	WATER/SEWER OPERATION	11.41
129749	BEACH STREET TOPSOIL	TOPSOIL	WATER DIST MAINS	32.68
129750	BLAKESLEE, KEITH	UB REFUND	WATER/SEWER OPERATION	138.97
129751	BRADFORD, JOHN	UTILITY TAX REBATE	NON-DEPARTMENTAL	24.60
	BRADFORD, JOHN		UTIL ADMIN	41.62
	BRADFORD, JOHN		UTIL ADMIN	155.12
129752	CASCADE SECURITY	SECURITY SERVICES-COURT	PROBATION	1,013.25
	CASCADE SECURITY		MUNICIPAL COURTS	3,039.75
129753	CAUDLE, JIM	UB REFUND	WATER/SEWER OPERATION	198.10
129754	CERTIFIED LAB	REMOVER	ROADWAY MAINTENANCE	257.20
129755	CHAMPION BOLT	BOLTS	EQUIPMENT RENTAL	65.59
129756	CNR, INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,363.29
129757	DAILY JOURNAL OF COM	SUBSCRIPTION	ENGR-GENL	220.00
129758	DEMEROUTIS, BILL	UB REFUND	WATER/SEWER OPERATION	32.52
129759	DMCJA	2019 MEMBERSHIP-GILLINGS	MUNICIPAL COURTS	1,000.00
	DMCJA	2019 MEMBERSHIP-TOWERS	MUNICIPAL COURTS	1,000.00
129760	DMCMA	2019 MEMBERSHIP-RICKER	MUNICIPAL COURTS	150.00
	DMCMA	2019 MEMBERSHIP-ELSNER	MUNICIPAL COURTS	150.00
129761	E&E LUMBER	OSB	MAINT OF GENL PLANT	22.36
	E&E LUMBER	KEYS AND KEY RINGS	GMA - STREET	27.30
	E&E LUMBER	HARDWARE	EQUIPMENT RENTAL	40.87
	E&E LUMBER	POSTS	GMA - STREET	57.59
129762	ECONOMIC ALLIANCE	NAIOP MEETING 2/13/19	COMMUNITY	50.00
129763	FERREL, TYLER & HEAT	UB REFUND	WATER/SEWER OPERATION	15.32
129764	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	32.56
	FRONTIER COMMUNICATI		RECREATION SERVICES	32.56
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	35.21
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	54.82
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT	54.85
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	56.15
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	56.33
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	59.94
	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION	64.46
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	81.98
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATION	90.03
	FRONTIER COMMUNICATI	ACCT #36065755320112185	OPERA HOUSE	121.16
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION	215.48
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	259.00
129765	GAMUT 360 HOLDING LL	UB REFUND 8148 37	WATER/SEWER OPERATION	231.86
129766	GREWAL, AMAN	REFUND CLASS FEES	PARKS-RECREATION	40.00
129767	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
129768	HOME DEPOT	CONTRACTOR BAGS	ER&R	425.39
129769	HORNUNG, CHRIS	REIMBURSE AIRFARE-2019 MPA CONF	PROBATION	242.00
129770	INTEGRITY 1 <sup>ST</sup> , LLC	UB REFUND 8609 # A& B	WATER/SEWER OPERATION	123.02
129771	KERBER, JULIE & AUST	UB REFUND	WATER/SEWER OPERATION	18.61
129772	LAKE STEVENS SCHOOL	MITIGATION FEES-DEC 2018	SCHOOL MIT FEES	211,968.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/11/2019 TO 1/16/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
129773	MARYSVILLE AWARDS	NAMEPLATE ENGRAVING	OFFICE OPERATIONS	40.40
129774	MARYSVILLE SCHOOL	MITIGATION FEES-DEC 2018	SCHOOL MIT FEES	3,104.00
129775	MILES, JIM	UB REFUND	WATER/SEWER OPERATION	239.03
129776	MPA	MCA CONFERENCE REGISTRATION-HORNUNG	PROBATION	175.00
129777	MUELLER, DAVID	UB REFUND	WATER/SEWER OPERATION	48.78
129778	MYER, JANET	UTILITY TAX REBATE	NON-DEPARTMENTAL	16.04
	MYER, JANET		UTIL ADMIN	41.62
	MYER, JANET		UTIL ADMIN	155.12
129779	NACM	NACM MEMBERSHIP-ELSNER	MUNICIPAL COURTS	125.00
129780	ORTON, KELLY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
129781	OWEN EQUIPMENT	CUROTTO JOYSTICK ASSEMBLY	ER&R	700.36
129782	PALANCA, AUBREY	REFUND RENTAL FEES	PARKS-RECREATION	115.00
129783	PALMER, JESSIE	UB REFUND	WATER/SEWER OPERATION	117.21
129784	PARTS STORE, THE	AIR FILTER CREDIT	ER&R	-10.52
	PARTS STORE, THE	SWITCHES	EQUIPMENT RENTAL	32.65
	PARTS STORE, THE	AIR FILTER	ER&R	50.92
	PARTS STORE, THE	TRANSMISSION FLUID	EQUIPMENT RENTAL	52.28
	PARTS STORE, THE	AIR FILTER	EQUIPMENT RENTAL	94.93
	PARTS STORE, THE	TRANS FILTER KIT OIL AND FUEL FILTERS	ER&R	98.94
	PARTS STORE, THE	AIR AND FUEL FILTERS	ER&R	160.60
129785	PETCHARAT, YANIN	UB REFUND	WATER/SEWER OPERATION	40.87
129786	PLATT ELECTRIC	LIGHT FIXTURE	MAINT OF GENL PLANT	57.25
129787	POLLARDWATER	GAUGES	WATER DIST MAINS	244.54
	POLLARDWATER	GAUGE AND DECHLOR TABLS	WATER DIST MAINS	509.65
129788	POSEY, VIOLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.18
	POSEY, VIOLA		UTIL ADMIN	41.62
	POSEY, VIOLA		UTIL ADMIN	155.12
129789	POSTAL SERVICE	2019 RENEWAL PERMIT 80 ACCOUNT	PARK & RECREATION FAC	225.00
129790	PROFESSIONAL TRAININ	CERT EXAM-BUELL, JOHN	UTIL ADMIN	380.00
129791	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT	972.15
129792	PUD	ACCT #201142098	PARK & RECREATION FAC	8.64
	PUD	ACCT #205283641	STREET LIGHTING	9.08
	PUD	ACCT #205026476	STREET LIGHTING	11.01
	PUD	ACCT #201346665	SEWER LIFT STATION	17.01
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #205481823	GOLF ADMINISTRATION	17.01
	PUD	ACCT #204584361	STREET LIGHTING	17.16
	PUD	ACCT #205026476	STREET LIGHTING	17.21
	PUD	ACCT #204584361	STREET LIGHTING	22.74
	PUD	ACCT #202177861	PUMPING PLANT	34.19
	PUD	ACCT #220020507	STREET LIGHTING	36.62
	PUD	ACCT #221610405	STREET LIGHTING	41.08
	PUD	ACCT #204829691	STREET LIGHTING	59.68
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	70.82
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	71.63
	PUD	ACCT #200660439	STREET LIGHTING	74.69
	PUD	ACCT #203996343	STREET LIGHTING	75.16
	PUD	ACCT #201909637	SEWER LIFT STATION	187.73
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #202368197	PUMPING PLANT	226.29
	PUD	ACCT #220020511	STREET LIGHTING	344.91
	PUD	ACCT #202461554	SEWER LIFT STATION	551.96
	PUD	ACCT #200164598	SOURCE OF SUPPLY	902.68
	PUD	ACCT #201098969	PUMPING PLANT	2,277.30
	PUD	ACCT #202882098	STREET LIGHTING	9,808.84

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/11/2019 TO 1/16/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
129792	PUD	ACCT #202882098	STREET LIGHTING	15,342.02
129793	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	36.25
	PUGET SOUND ENERGY	ACCT #220018178057	NON-DEPARTMENTAL	40.25
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	56.74
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	61.33
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	68.22
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	89.61
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	96.49
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	146.15
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	337.93
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	343.76
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	365.96
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	648.52
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	1,109.33
129794	RAILROAD MANAGEMENT	WATER PIPELINE CROSSING	UTIL ADMIN	235.41
	RAILROAD MANAGEMENT	WATER/SEWER PIPELINE CROSSING	UTIL ADMIN	235.41
129795	RAVE WIRELESS INC	ANNUAL FEES - 1/1-12/31/19	EXECUTIVE ADMIN	11,455.50
129796	RAY, SCOTT	UB REFUND #B	WATER/SEWER OPERATION	81.02
129797	SALLEE, CARL	UTILITY TAX REBATE	NON-DEPARTMENTAL	37.74
129798	SCOTT, KYLE & KRISTI	UB REFUND	WATER/SEWER OPERATION	234.84
129799	SEATTLE, CITY OF	GPS SUBSCRIPTION RENEWAL	UTIL ADMIN	1,900.00
129800	SHERWIN WILLIAMS	ROLLERS	MAINT OF GENL PLANT	32.80
	SHERWIN WILLIAMS	PAINT AND PAINTING SUPPLIES	MAINT OF GENL PLANT	554.47
129801	SIX ROBBLEES INC	TRAILER PLUG	ER&R	72.67
129802	SNO CO AUDITOR	RECORDING FEE	GMA - STREET	102.00
129803	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	701.66
129804	SNO CO TREASURER	CERTIFIED COPY FEE	GMA - STREET	6.00
129805	SNO CO TREASURER	FILING FEE	GMA - STREET	240.00
129806	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	81,818.97
129807	SONITROL	SECURITY MONITORING SERVICES	STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	177.72
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	575.90
129808	STAPLES	OFFICE SUPPLIES	COMMUNITY	261.87
129809	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	360.00
129810	STEEVES, GARY W	UB REFUND	WATER/SEWER OPERATION	77.53
129811	STELTZ, DONALD & WEN		WATER/SEWER OPERATION	38.35
129812	STORMO, ROBIN	UTILITY TAX REBATE	NON-DEPARTMENTAL	139.93
	STORMO, ROBIN		UTIL ADMIN	155.12
129813	STROBEL, WALTER & SH	UB REFUND	WATER/SEWER OPERATION	125.13
129814	SWANA	2019 MEMBERSHIP-LATIMER	SOLID WASTE OPERATIONS	268.00
129815	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG	314.21
	THYSSENKRUPP ELEVATO		CITY HALL	314.21
129816	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	649.88
129817	VERIZON	AMR LINES	METER READING	314.89
129818	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	660.00
	WA STATE TREASURER		GENERAL FUND	40,078.02
129819	WA STATE TREASURER	4TH QTR 2018 FORFEITURES	DRUG SEIZURE	472.08
129820	WASTE MANAGEMENT	YARD WASTE/RECYCLE SERVICE	RECYCLING OPERATION	129,018.44
129821	WEBB, ELLEN	UTILITY TAX REBATE	UTIL ADMIN	41.62
	WEBB, ELLEN		NON-DEPARTMENTAL	41.88
	WEBB, ELLEN		UTIL ADMIN	197.28

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 1/11/2019 TO 1/16/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
129822	WESTERN TRUCK	HARDWARE	EQUIPMENT RENTAL	3.18
	WESTERN TRUCK	AUTO SLACK ADJUSTER	ER&R	72.51
	WESTERN TRUCK	COOLANT LEVEL SENSOR	EQUIPMENT RENTAL	164.95
	WESTERN TRUCK	TURN SIGNAL SWITCH ASSEMBLIES	EQUIPMENT RENTAL	189.45
	WESTERN TRUCK	ABS BRAKE MODULATOR VALVE	EQUIPMENT RENTAL	381.11
	WESTERN TRUCK	8X ACCESSORY BELTS	ER&R	499.77
129823	ZAR LLC	UB REFUND TNT HOOD	WATER/SEWER OPERATION	135.22
129824	ZAR LLC	UB REFUND TNT KLEIN	WATER/SEWER OPERATION	148.92

**WARRANT TOTAL: 581,853.52**

CHECK #117266	CHECK LOST	(100.00)
CHECK #125509	CHECK LOST	(32.68)
CHECK #126556	CHECK LOST	(1118.34)
CHECK #128907	INITIATOR ERROR	(233.34)
CHECK #129362	INITIATOR ERROR	(10.49)
CHECK #129567	CHECK LOST	(11455.50)

**568,903.17**

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

# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 28, 2019**

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

<b>RECOMMENDED ACTION:</b> The Finance and Executive Departments recommend City Council approve the January 18, 2019 payroll in the amount \$1,285,594.80, paid by EFT Transactions and Check No.'s 32194 through 32211.
<b>COUNCIL ACTION:</b>

# *Index #6*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 1/28/2019**

<b>AGENDA ITEM:</b>	
Interlocal Agreement for the Enhanced Natural Yard Care Program	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jessie Balbiani, Surface Water Specialist	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
Two (2) original copies of the Interlocal Agreement with Scope of Work	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40145040.549000	\$10,000
<b>SUMMARY:</b>	
<p>The objective of this work is to increase the adoption of best management practices that protect water quality and demonstrate behavior change among Marysville residents to satisfy NPDES Permit requirements. Other participants include The City of Everett, Monroe, Edmonds, and Mukilteo.</p> <p>In 2014, the City of Marysville participated in the original Natural Yard Care Program in which residents attended three workshops focused on sustainable and responsible yard care practices. Following the 2014 program, an Effectiveness Assessment was performed to measure behavior change among residents. Marysville residents who participated in the program showed increased awareness of yard care issues and adopted more sustainable practices, leading to reduced surface water pollution. The 2014 Effectiveness Assessment also highlighted certain areas where the original program could be improved, specifically by implementing more interactive and hands-on elements. As a result, Snohomish County designed the new Enhanced Natural Yard Care program.</p> <p>The work performed under this Agreement will include three interactive classroom workshops and an outdoor demonstration event. Each workshop will focus on a key desirable best management practice that is easy to implement and inexpensive. The workshops have been modified from the original program to include hands-on activities and displays that will engage participants through applied and visual learning. The outdoor demonstration event is a new element of the Enhanced Program and will promote adoption of the desired practices.</p>	

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign the attached Interlocal Agreement with Snohomish County.

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND  
THE CITY OF MARYSVILLE FOR NATURAL YARD CARE

From Execution to December 31, 2019

This Interlocal Agreement Between Snohomish County and the City of Marysville for Natural Yard Care (this “Agreement”), is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Marysville, a Washington municipal corporation (the “City”).

**RECITALS**

A. Snohomish County is a Permittee under the Phase I Municipal Stormwater Permit (the “Phase I Permit”) issued by the Washington State Department of Ecology (“Ecology”) pursuant to the National Pollutant Discharge Elimination System (“NPDES”) permitting program established under the federal Clean Water Act, 33 U.S.C. § 1251 et seq. (the “CWA”), and Washington’s Water Pollution Control Law, chapter 90.48 RCW (the “WPCL”).

B. The City of Marysville is a Permittee under the Phase II Western Washington Municipal Stormwater Permit (the “Phase II Permit”) issued by Ecology pursuant to the NPDES permitting program established under the CWA and the WPCL.

C. In this Agreement, the Phase I Permit and the Phase II Permit are together referred to as the “NPDES Permits.”

D. Among other things, the NPDES Permits require Snohomish County and the City to engage in public outreach and educational activities related to water pollution prevention strategies and practices.

E. The City and the County were parties to a 2014-2015 Natural Yard Care Public Outreach and Evaluation Program Interlocal Agreement which had as its objective to (i) improve water quality within the region by educating the public regarding best management practices for residential yard care (the “Educational Program”), and (ii) measure the understanding and adoption of the targeted behaviors and evaluate the effectiveness of the respective Educational Program in achieving desired behavior changes (the “Effectiveness Assessment”).

F. The objectives of the 2019 Natural Yard Care Program are to (i) improve water quality within the region by educating the public regarding best management practices for residential yard care, (ii) use the 2014-2015 Effectiveness Assessment recommendations to implement an Enhanced Education Program that directs education and outreach resources most effectively, and (iii) evaluate program enhancements and to measure the enhancements’ ability to achieve desired behavior change over the medium term.

## AGREEMENT

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

### 1. REQUIREMENTS OF INTERLOCAL COOPERATION ACT

- A. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively to accomplish the Project.
- B. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- C. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
- D. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:  
 Gregg Farris, SWM Director  
 Snohomish County Public Works  
 3000 Rockefeller Ave, M/S 607  
 Everett, WA 98201  
[gregg.farris@snoco.org](mailto:gregg.farris@snoco.org)

City's Initial Administrator:  
 Matthew Eyer, Storm/Sewer Supervisor  
 City of Marysville, Public Works  
 80 Columbia Ave.  
 Marysville, WA 98270  
[meyer@marysvillewa.gov](mailto:meyer@marysvillewa.gov)

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

### 2. DURATION OF AGREEMENT

- A. The term of this Agreement shall commence upon execution and extend until December 31, 2019 (the "Term").
- B. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website. Notwithstanding the effective date of this Agreement, all activities described in Appendix A to this

Agreement that are performed after agreement execution, shall be eligible for funding under this Agreement.

### **3. COUNTY RESPONSIBILITIES**

- A. The County shall serve as the lead agency for the project for purposes of completion of Scope of Work specified in Appendix A.
- B. The County shall invoice the City **\$10,000** for services specified in Appendix A. The County shall include with the invoice, documentation of all costs for labor, materials and equipment associated with the work specified in Appendix A.
- C. The County services provided under this Agreement shall be of good quality, consistent with appropriate industry standards.
- D. The County may, in its sole discretion, hire one or more contractors/consultants and/or sub-contractors/sub-consultants to perform some or all of the services.

### **4. CITY RESPONSIBILITIES**

- A. The City shall make its personnel available to the County at reasonable times and upon reasonable advance notice for purposes of facilitating the County's performance of the services. The City personnel commitment and County's performance are specified in Appendix A.
- B. The City shall contribute **\$10,000** towards the cost of the project.
- C. The City shall make payment on the invoice submitted by the County within thirty (30) days following receipt by the City of said invoice.

### **5. HOLD HARMLESS**

- A. The County shall indemnify, defend and hold the City harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the City may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property due to or arising out of the County's performance of services pursuant to this Agreement, but only to the extent such accidents, damages or injuries are due to any negligent or wrongful act or omission of the County; or (ii) any breach or Default (as such term is defined in Section 8.A below) by the County under this Agreement.
- B. The City shall indemnify, defend and hold the County harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the County may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the term of this Agreement, but only to the extent

the same are caused by any negligent or wrongful act of the City; or (ii) any breach or Default (as such term is defined in Section 8.A below) of the City under this Agreement.

- C. The provisions of this Section 5 shall survive the expiration or earlier termination of this Agreement.

## **6. INSURANCE**

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

## **7. COMPLIANCE WITH LAWS**

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

## **8. RIGHTS AND REMEDIES**

- A. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.
- B. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 8.A above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

## **9. TERMINATION**

- A. Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. 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.
- B. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, either party may, without advance notice and without liability for damages,

terminate this Agreement by providing written notice to the other party. The termination shall be effective on the date specified in the termination notice. The obligation of the City to make final payment for work completed prior to termination, as well as the costs of any and all non-cancelable obligations, shall survive the termination of this Agreement.

#### **10. NOTICES**

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.D of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

#### **11. ENTIRETY OF AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. No other agreement exists between the parties with regards to the instant subject matter except as expressly set forth in this instrument. Except as otherwise provided herein, no modification of this Agreement shall be effective until reduced to writing and executed by both parties.

#### **12. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be altered or amended by mutual agreement of both parties. Such alterations or amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **13. GOVERNING LAW AND VENUE**

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

#### **14. INTERPRETATION**

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

singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

**15. SEVERABILITY**

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

**16. NO WAIVER**

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

**17. NO ASSIGNMENT**

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

**18. WARRANTY OF AUTHORITY**

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

**19. NO JOINT VENTURE**

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

**20. NO THIRD PARTY BENEFICIARIES**

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

**21. EXECUTION IN COUNTERPARTS.**

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

22. MISCELLANEOUS

- A. No obligation in this Agreement shall limit the City in fulfilling its responsibilities otherwise defined by law.
- B. No obligation in this Agreement shall limit the County in fulfilling its responsibilities otherwise defined by law.

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

THE COUNTY:

THE CITY:

Snohomish County, a political subdivision of the State of Washington

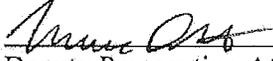
City of Marysville, a Washington municipal corporation

By \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

 12/19/13  
 Deputy Prosecuting Attorney

\_\_\_\_\_  
 Office of the City Attorney

Approved as to Insurance

\_\_\_\_\_  
 Risk Management

APPENDIX A  
SCOPE OF WORK

**Natural Yard Care: Enhanced Outreach and Evaluation Program**

The purpose of this Scope of Work is to partner with the City of Marysville to conduct a Natural Yard program that implements the recommended enhancements from the 2014-2015 Effectiveness Assessment (the “Enhanced Education Program”), evaluates the enhancements and measures their ability to effect behavior change over the medium term. The Enhanced Education Program will include both classroom workshops and an outdoor demonstration event.

Program enhancements recommended in the 2014-2015 Effectiveness Assessment are designed to provide hands-on, interactive learning to help increase participants’ ability and confidence to apply information that they learn. These include:

- Hands-on, visual and interactive activities and displays. These will intend to engage participants through applied and visual learning. The activity and/or display will focus on a key desirable best practice related to each of the evening’s topics covered during three evening series. The best practices will focus on a simple-to-implement and inexpensive practice proven to benefit garden health, lower maintenance, and protect water quality.
- Yard care outdoor demonstration event intended to promote adoption of best practices by providing hands-on learning in an outdoor environment.

The target audience for this program is the same as that of the 2014-2015 program: residents of single-family parcels less than an acre in size. The total of the City’s portion of invited households to the workshop series will be at least 995. At least these same 995 households will be invited to the outdoor demonstration event.

Building on the 2014-2015 Effectiveness Assessment which showed statistically high adoption of best practices over the medium-term, the 2019 evaluation will focus on evaluating the effectiveness of new elements (enhancements) and on measuring the ability of the program enhancements to effect behavior change over the medium term, approximately 6- to 12-months following the program.

**Task 1 – Series of Interactive Classroom Workshops**

**Objective:** The County will provide project coordination to ensure effective communication and logistical planning with all interested parties including the City, all participating cities, WSU Snohomish County Extension Master Gardeners, workshop presenters, venues, and evaluation consultants.

Two series of interactive classroom workshops will be held: between early April and late May, 2019. Each series will include topical workshops over three evenings. 995 Marysville households will be invited to the one series scheduled to take place at an appropriate venue that is proximate to Marysville and Monroe.

The County shall act as the project manager to: coordinate scheduling, assure quality control, complete the required task in a timely manner by meeting all required deadlines, procure presenters, conduct all marketing to residents, handle attendee registration, and coordinate attendee evaluations. The County will oversee procurement of venues for both workshop series.

The County will hold quarterly meetings with the City, submit quarterly progress, and maintain project records.

The City will participate in planning meetings, provide at least one staff per evening lecture, and assist with generation of mailing lists.

Deliverables: Progress reports

### **Task 2: – Yard Care - Outdoor Demonstration Event**

**Objective:** The County will provide project coordination to ensure effective communication and logistical planning with all interested parties including the City, all participating cities, WSU Snohomish County Extension Master Gardeners, presenters and vendors, venue, and evaluation consultants.

One Outdoor Garden Demonstration Event will be held at a date to be determined in mid-May to late-June, 2019.

The County shall act as the project manager to: coordinate scheduling, assure quality control, complete the required task in a timely manner by meeting all required deadlines, procure presenters and vendors, procure products as-needed, create and distribute marketing to residents, handle attendee registration, and coordinate attendee evaluations. The County will oversee procurement of the appropriate venue for the Outdoor Demonstration Event.

The County will include planning during its quarterly meetings with the City, submit quarterly progress reports, and maintain project records.

The City will participate in planning meetings, provide at least two staff for the Outdoor Demonstration Event, and assist with distribution of marketing flyers.

Deliverables: Progress reports

**Task 3: – Evaluation**

Objective: The evaluation intends to 1) discover which program enhancements that attendees value most and gather the feedback they offer for future program consideration, and 2) measure behavior change over the medium term of program enhancements to the 2014-2015 program.

The County will provide project coordination to ensure effective communication and logistical planning with all interested parties including the City, all participating cities, and evaluation consultants.

The County shall act as the project manager to contract and coordinate with the evaluation consultant, and to coordinate evaluation components, communications and reporting.

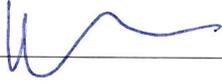
The County will hold meetings at least quarterly with the City, submit quarterly progress reports, and maintain project records.

Deliverables: Progress reports

# *Index #7*

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

**CITY COUNCIL MEETING DATE: February 11, 2019**

<b>AGENDA ITEM:</b>	
Transportation Improvement Board (TIB) Grant Agreement for State Avenue: 100 <sup>th</sup> St NE to 104 <sup>th</sup> PI NE	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Fuel Tax Grant Distribution Agreement Project Funding Status Form	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1601	N/A
<b>SUMMARY:</b>	

The City of Marysville was awarded Transportation Improvement Board (TIB) funds in the amount of \$5,000,000 towards construction of State Avenue from 100<sup>th</sup> St NE to 104<sup>th</sup> PI NE. The project will complete the section of roadway from its current three lane section to a full five lane section, including replacement of the Quil Ceda Creek crossing with a bridge. The City's match towards construction is estimated at \$6,231,847.

In order to receive approval from TIB and to be reimbursed for expenses, the City must sign and return the Fuel Tax Grant Distribution Agreements and the Project Funding Status Form. Funding will not be available until after these documents are returned to TIB.

**RECOMMENDED ACTION:**

Staff recommends City Council authorize the Mayor to sign the Fuel Tax Grant Agreement and Project Funding Status Form for TIB grant construction funding of State Avenue form 100<sup>th</sup> St NE to 104<sup>th</sup> PI NE.



City of Marysville  
8-1-143(010)-1  
State Avenue  
100th St NE to 104th PI NE

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Marysville  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the State Avenue, 100th St NE to 104th PI NE (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Marysville, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$5,000,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



Washington State Transportation Improvement Board  
Fuel Tax Grant Agreement

8-1-143(010)-1

amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

### 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



Washington State Transportation Improvement Board  
Fuel Tax Grant Agreement

8-1-143(010)-1

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Executive Director Date

\_\_\_\_\_  
Jon Nehring  
Print Name

\_\_\_\_\_  
Print Name



Transportation Improvement Board

# Project Funding Status Form

Agency Name **MARYSVILLE**  
 Project Name: **State Avenue**  
**100th St NE to 104th PI NE**

TIB Project Number: **8-1-143(010)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion
September 2019	October 2019	December 2020

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
MARYSVILLE	6,231,847	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>6,231,847</b>	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

### Mayor or Public Works Director

\_\_\_\_\_  
 Signature  
**Jon Nehring**  
 Printed or Typed Name

\_\_\_\_\_  
 Date  
**Mayor**  
 Title

### Financial Officer

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed or Typed Name

\_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Title

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 1/28/19**

<b>AGENDA ITEM:</b>	
Professional Services Agreement between City of Marysville and Strategies 360 for Consultant Services	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Gloria Hirashima, Chief Administrative Officer	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
1. Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00100110 541000	\$87,000.00
<b>SUMMARY:</b> The proposed agreement establishes a professional services agreement for lobbying services for Strategies 360 Inc. to provide general government lobbyist services for the City's state and federal priorities. The scope of services is attached as Exhibit A. Strategies 360 has provided general lobbying services for the city since 2007.	

**RECOMMENDED ACTION:**

Approve proposed professional services agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND STRATEGIES 360, INC.**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_January\_\_\_\_\_, 20\_\_19\_\_, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Strategies 360, Inc., a corporation, limited liability Washington corporation, organized under the laws of the state of Washington, located and doing business at 1505 Westlake Ave N, Suite 1000, Seattle, WA 98109 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached Exhibit A, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
- 2. TERM.** The term of this Agreement shall commence on \_January 1, 2019\_\_\_\_ and shall terminate at midnight on \_\_\_December 31, 2019\_\_\_\_\_. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in Exhibit A and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$12500 per month for January through May (2019 Regular Legislative Session plus one month) and \$3500 per month July through December (out of session rate) plus expenses (**\$87000.00 annual contract plus expenses**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

#### 4. CONSULTANT'S OBLIGATIONS.

**4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

**4.2 ADDITIONAL WORK.** The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

**4.3 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

**4.4 PUBLIC RECORDS ACT.** Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not

subject to disclosure under the PRA shall be marked “Confidential” and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
  - i. Provide the records to the City in the manner requested by the City;
  - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
  - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

**4.5 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All

such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### **4.6 INDEMNITY.**

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_(initials) \_\_\_\_\_(initials)

#### **4.7 INSURANCE.**

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available

at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance

requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**4.8 LEGAL RELATIONS.** The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

**4.9 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

#### **4.10 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) and any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

\_\_\_\_\_ No, employees performing the Services have never been retired from a Washington state retirement system.

\_\_\_\_\_ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

**4.11 NONASSIGNABLE.** Except as provided in Exhibit B, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in Exhibit B.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**4.13 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**4.14 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

**4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**4.16 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**5. CITY APPROVAL REQUIRED.** Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

**6. GENERAL TERMS.**

**6.1 NOTICES.** Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

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

**CITY OF MARYSVILLE**  
 Gloria Hirashima, Chief Administrative Officer  
 1049 State Avenue  
 Marysville, WA 98270

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

**STRATEGIES 360, INC.**  
C/O Ron Dotzauer  
1505 Westlake Ave N, Suite 1000  
Seattle, WA 98109

**6.2 TERMINATION.** The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

**6.3 DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

**6.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

**6.5 SEVERABILITY.**

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed

modified to conform to such statutory provision.

**6.6 NONWAIVER.** A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

**6.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**6.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**6.9 VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**6.10 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

STRATEGIES 360, INC.

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

By: \_\_\_\_\_  
Ron Dotzauer  
Its:

Attested/Authenticated:

\_\_\_\_\_  
April O'Brien, Deputy City Clerk

Approved as to form:

---

Jon Walker, City Attorney

## **EXHIBIT A**

### Marysville Scope of Work – January 2019 thru December 2019

#### State Legislative Work (2019 session)

1. Marysville downtown/waterfront revitalization trail and park funding (Capital Budget Request)
2. Homeless, Mental Health and Opioid Addiction funding for County (County, Health District, Cities)
3. Grove Street Grade Separation (Transportation Budget Request)
4. 156<sup>th</sup> Street Overcrossing Grade Separation (Transportation Budget Request)
5. Manufacturing Industrial Center (MIC) recognition
6. Vocational Training Program Funding for Marysville area
7. Public Defense Services Funding Bill
8. Work on capital project funding for city projects including parks, trails, public safety and general city facilities.
9. Participate in efforts to advance the AWC legislative agenda to affect issues of interest for cities.
10. Participate in efforts to advance the Snohomish County cities legislative priorities.
11. Keep abreast of other legislation, policy issues and news that may affect the City.
12. Ballfield funding primarily to add field turf to our 3 soccer fields at Strawberry Fields and Rudy Wright Memorial Little League Field (this would allow for year around use, multi-sport use, increased tournament use)

#### Federal Legislative Work (2019 session)

1. Seek funding opportunities and advocate for transportation, environmental restoration, parks and trails (LWCF funds), public safety, and economic development projects within the City through the federal appropriations or grant processes.
2. Advocate for transportation mitigation projects and grade separation funding to mitigate the adverse impacts of increased train travel through Marysville.
3. Advocate to Congress and federal agencies on the behalf of Marysville as issues arise.
4. MIC Infrastructure support – Infra Grant.
5. Downtown/waterfront revitalization plan
6. Homeless/mental health
7. Jail renovation/expansion grant opportunities or other funding

# *Index #9*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 28, 2019**

<b>AGENDA ITEM:</b>	
Golf Fee Revision Resolution	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jim Ballew	
<b>DEPARTMENT:</b>	
Parks, Culture and Recreation	
<b>ATTACHMENTS:</b>	
Green Fee Analysis, Fee Proposal & Resolution	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

As a result in mandated increased costs associated with the operations of the golf course, staff recommended an increase of spring and summer fees to the Parks and Recreation Advisory Board this month. The proposed fee schedule would be implemented beginning March 1 through October 31. The Park and recreation Advisory Board approved the increase unanimously.

Recent legislation requires an increase to the minimum wage, requires sick leave for seasonal staff and rising insurance costs justify an increase to meet impacts to the course operating budget.

Staff has included a green fee comparison of local courses in the Puget Sound that are similar to Cedarcrest and the proposed fee increase will still maintain the course as competitive.

The last fee increase was done in February of 2012.

**RECOMMENDED ACTION:**

Staff recommends the City Council authorize the Mayor to sign the attached Resolution adopting revised green fees for Cedarcrest Golf Course as approved by the Parks and Recreation Advisory Board on January 9, 2019

**Greens Fees Comparable 2018 sorted by WEEKDAY rates**  
**all prices below are pre-tax**

'19 Rank	Area Courses	Adult WD	Adult WE	Senior	pm	Twilight WD	Twilight WE	pm	Super Twi - WD	Super Twi - WE	Early Bird	Junior	18 Hole Cart	9 Hole Cart
1	Eaglemont*	\$57.50	\$67.70	\$45.70	1	\$44.85	\$55.00	3	\$32.20	\$37.25	\$57.55	\$57.55	n/a	n/a
2	Harbour Pointe	\$52.00	\$74.00	\$42.00	3	\$52.00	\$55.00	5	\$35.00	\$39.00	\$52.00	\$15.00	\$16.00	\$10.00
3	Avalon	\$52.00	\$62.00	\$43.00	2	\$37.00	\$37.00	5	\$27.00	\$27.00	\$46.00	\$26.00	\$12.00	\$9.00
4	Echo Falls	\$50.00	\$64.00	\$34.00	3	\$30.00	\$35.00	5	\$21.90	\$21.90	\$35.00	\$25.00	\$16.00	\$10.00
5	Willows Run	\$46.00	\$60.00	\$31.00	12	\$36.00	\$36.00	3	\$30.00	\$30.00	\$33.00	\$31.00	\$15.00	\$9.00
6	Kayak Point**	\$37.00	\$51.00	\$26.00	3	\$22.00	\$22.00	3	\$22.00	\$22.00	\$37.00	\$15.00	\$13.75	\$9.00
7	Legion Memorial	\$34.00	\$39.00	\$27.00	4	\$26.00	\$29.00	6	\$18.00	\$18.00	\$25.00	\$15.00	\$14.50	\$10.00
8	Bellevue	\$33.62	\$39.82	\$26.54	5	\$25.66	\$30.97	7	\$23.00	\$23.00	\$30.97	\$26.54	\$11.81	n/a
9	Snohomish	\$33.00	\$40.00	\$27.00	5	\$28.00	\$35.00	5	\$28.00	\$35.00	\$28.00	\$27.00	\$16.00	\$11.00
9	Battle Creek	\$33.00	\$40.00	\$27.00	5	\$28.00	\$35.00	5	\$28.00	\$35.00	\$28.00	\$27.00	\$13.00	\$10.00
11	Jackson	\$32.75	\$37.00	\$26.50	5	\$26.50	\$26.50	7	\$15.00	\$15.00	\$24.50	\$13.00	\$12.72	\$8.17
12	Walter Hall	\$32.00	\$37.00	\$25.00	4	\$24.00	\$27.00	6	\$17.00	\$17.00	\$24.00	\$15.00	\$14.50	\$10.00
13	Camaloch	\$31.48	\$37.96	\$25.92	2	\$26.85	\$29.62	4	\$16.66	\$21.29	\$27.77	\$25.92	\$12.96	\$8.33
14	Nile	\$31.00	\$39.00	\$26.00	3	\$19.00	\$26.00	3	\$19.00	\$26.00	\$24.00	\$25.00	\$15.00	\$10.00
15	Lynnwood	\$28.99	\$32.61	\$24.46	5	\$21.74	\$22.64	6	\$15.40	\$15.40	n/a	\$13.59	\$12.68	\$7.25
<b>16</b>	<b>Cedarcrest</b>	<b>\$28.92</b>	<b>\$33.30</b>	<b>\$22.79</b>	<b>4</b>	<b>\$20.16</b>	<b>\$21.91</b>	<b>6</b>	<b>\$13.15</b>	<b>\$13.15</b>	<b>\$20.16</b>	<b>\$13.15</b>	<b>\$13.75</b>	<b>\$8.25</b>
17	Kenwanda	\$25.00	\$30.00	\$25.00	3	n/a	n/a	3	n/a	n/a	n/a	\$14.75	\$13.00	\$9.00

\*Eaglemont rates include Golf Car use \*\* Closed in October 2018.

**This Chart Assumes all 2018 Rates stay the same for 2019**

**Greens Fees Comparable 2018 sorted by WEEKEND rates**  
**all prices below are pre-tax**

'19 Rank	Area Courses	Adult WD	Adult WE	Senior	PM	Twilight WD	Twilight WE	pm	Super Twi - WD	Super Twi - WE	Early Bird	Junior	18 Hole Cart	9 Hole Cart
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2	Eaglemont*	\$57.50	\$67.70	\$45.70	1	\$44.85	\$55.00	3	\$32.20	\$37.25	\$57.55	\$57.55	n/a	n/a
3	Echo Falls	\$50.00	\$64.00	\$34.00	3	\$30.00	\$35.00	5	\$21.90	\$21.90	\$35.00	\$25.00	\$16.00	\$10.00
4	Avalon	\$52.00	\$62.00	\$43.00	2	\$37.00	\$37.00	5	\$27.00	\$27.00	\$46.00	\$26.00	\$12.00	\$9.00
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6	Kayak Point**	\$37.00	\$51.00	\$26.00	3	\$22.00	\$22.00	3	\$22.00	\$22.00	\$37.00	\$15.00	\$13.75	\$9.00
7	Snohomish	\$33.00	\$40.00	\$27.00	5	\$28.00	\$35.00	5	\$28.00	\$35.00	\$28.00	\$27.00	\$16.00	\$11.00
8	Battle Creek	\$33.00	\$40.00	\$27.00	5	\$28.00	\$35.00	5	\$28.00	\$35.00	\$28.00	\$27.00	\$13.00	\$10.00
9	Bellevue	\$33.62	\$39.82	\$26.54	5	\$25.66	\$30.97	7	\$23.00	\$23.00	\$30.97	\$26.54	\$11.81	n/a
10	Legion Memorial	\$34.00	\$39.00	\$27.00	4	\$26.00	\$29.00	6	\$18.00	\$18.00	\$25.00	\$15.00	\$14.50	\$10.00
11	Nile	\$31.00	\$39.00	\$26.00	3	\$19.00	\$26.00	3	\$19.00	\$26.00	\$24.00	\$25.00	\$15.00	\$10.00
12	Camaloch	\$31.48	\$37.96	\$25.92	2	\$26.85	\$29.62	4	\$16.66	\$21.29	\$27.77	\$25.92	\$12.96	\$8.33
13	Jackson	\$32.75	\$37.00	\$26.50	5	\$26.50	\$26.50	7	\$15.00	\$15.00	\$24.50	\$13.00	\$12.72	\$8.17
14	Walter Hall	\$32.00	\$37.00	\$25.00	4	\$24.00	\$27.00	6	\$17.00	\$17.00	\$24.00	\$15.00	\$14.50	\$10.00
<b>15</b>	<b>Cedarcrest</b>	<b>\$28.92</b>	<b>\$33.30</b>	<b>\$22.79</b>	<b>4</b>	<b>\$20.16</b>	<b>\$21.91</b>	<b>6</b>	<b>\$13.15</b>	<b>\$13.15</b>	<b>\$20.16</b>	<b>\$13.15</b>	<b>\$13.75</b>	<b>\$8.25</b>
16	Lynnwood	\$28.99	\$32.61	\$24.46	5	\$21.74	\$22.64	6	\$15.40	\$15.40	n/a	\$13.59	\$12.68	\$7.25
17	Kenwanda	\$25.00	\$30.00	\$25.00	3	n/a	n/a	3	n/a	n/a	n/a	\$14.75	\$13.00	\$9.00

\*Eaglemont rates include Golf Car use \*\* Closed in October 2018.

**This Chart Assumes all 2018 Rates stay the same for 2019 except**

CITY OF MARYSVILLE  
Marysville, Washington

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, ADOPTING REVISED GREENS FEES AND RENTAL FEES  
FOR CEDARCREST GOLF COURSE.**

WHEREAS, staff and course operator Premier Golf have evaluated greens fees and rental fees at Cedarcrest Golf Course and at comparable golf courses; and

WHEREAS, setting fees as set forth in Exhibit A would offer competitive rates and are expected to meet revenue goals for the course.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the schedule of greens fees and rental fees in Exhibit A is adopted effective March 1, 2019.

ADOPTED by the City Council at an open public meeting this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

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

Approved as to form:

By \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

## 2019 Cedarcrest Golf Course Rate Proposal

<b>Adult Weekday &amp; Adult/Senior Weekend</b>						
	<b><u>3/1 thru 10/31 2019</u></b>			<b><u>11/1 thru 2/28 2019</u></b>		
	<b>2018</b>	<b>2019</b>		<b>2018</b>	<b>2019</b>	
		<b>proposed</b>	<b>Increase</b>		<b>proposed</b>	<b>Increase</b>
18 holes WD	\$ 33.00	\$ 34.00	\$ 1.00	\$ 28.00	\$ 29.00	\$ 1.00
18 Holes WE	\$ 38.00	\$ 39.00	\$ 1.00	\$ 31.00	\$ 32.00	\$ 1.00
9 Holes WD	\$ 23.00	\$ 24.00	\$ 1.00	\$ 20.00	\$ 22.00	\$ 2.00
Twilight WD	\$ 23.00	\$ 24.00	\$ 1.00	\$ 22.00	\$ 22.00	\$ -
Twilight WE	\$ 24.00	\$ 25.00	\$ 1.00	\$ 22.00	\$ 22.00	\$ -
Two-Late WD/WE	\$ 15.00	\$ 15.00	\$ -	\$ 15.00	\$ 15.00	\$ -
Early Bird	\$ 23.00	\$ 24.00	\$ 1.00	\$ 23.00	\$ 23.00	\$ -
9 Holes WE (after Noon)	\$ 24.00	\$ 25.00	\$ 1.00	\$ 22.00	\$ 22.00	\$ -
18 Hole playcard	\$ 300.00	\$ 310.00	\$ 10.00	\$ 300.00	\$ 310.00	\$ 10.00
Playcard WE Surcharge	\$ 5.00	\$ 5.00	\$ -	N/A	N/A	\$ -
Adult Annual (valid anyday)	<b>\$ 1,775.00</b>	\$ 1,815.00	\$ 40.00	\$ 1,775.00	\$ 1,815.00	\$ 40.00
<b>Senior 55+/Military (Weekday)</b>						
	<b><u>3/1 thru 10/31 2019</u></b>			<b><u>11/1 thru 2/28 2019</u></b>		
	<b>2018</b>	<b>2019</b>		<b>2018</b>	<b>2019</b>	
		<b>proposed</b>	<b>Increase</b>		<b>proposed</b>	<b>Increase</b>
18 holes WD	\$ 26.00	\$ 27.00	\$ 1.00	\$ 23.00	\$ 23.00	\$ -
9 Holes WD	\$ 18.00	\$ 19.00	\$ 1.00	\$ 17.00	\$ 18.00	\$ 1.00
Twilight WD	\$ 23.00	\$ 24.00	\$ 1.00	\$ 22.00	\$ 22.00	\$ -
18 Hole playcard	\$ 225.00	\$ 235.00	\$ 10.00	\$ 225.00	\$ 235.00	\$ 10.00
Senior Annual (Mon-Fri only)	<b>\$ 1,155.00</b>	\$ 1,200.00	\$ 45.00	\$ 1,155.00	\$ 1,200.00	\$ 45.00
Senior Qtr. Pass (Mon-Fri only)	\$ 241.00	\$ 255.00	\$ 14.00	\$ 241.00	\$ 255.00	\$ 14.00
<b>Junior</b>						
	<b><u>3/1 thru 10/31 2019</u></b>			<b><u>11/1 thru 2/28 2019</u></b>		
	<b>2018</b>	<b>2019</b>		<b>2018</b>	<b>2019</b>	
		<b>proposed</b>	<b>Increase</b>		<b>proposed</b>	<b>Increase</b>
18 Holes WD	\$ 15.00	\$ 15.00	\$ -	\$ 15.00	\$ 15.00	\$ -
9 Holes WD	\$ 15.00	\$ 15.00	\$ -	\$ 15.00	\$ 15.00	\$ -
Twilight WD	\$ 15.00	\$ 15.00	\$ -	\$ 15.00	\$ 15.00	\$ -
<b>Rentals</b>						
	<b><u>1/1 thru 12/31 2019</u></b>					
	<b>2018</b>	<b>2019</b>		<b>2018</b>	<b>2019</b>	
		<b>proposed</b>	<b>Increase</b>		<b>proposed</b>	<b>Increase</b>
18 Hole	\$ 15.00	\$ 15.00	\$ -			
9 Hole	\$ 9.00	\$ 10.00	\$ 1.00			
18 Twilight	\$ 10.00	\$ 10.00	\$ -			
9 Twilight	\$ 10.00	\$ 10.00	\$ -			
Trail Fee	\$ 8.00	\$ 8.00	\$ -			
Pull Cart	\$ 6.00	\$ 6.00	\$ -			
Rental Clubs	\$ 15.00	\$ 15.00	\$ -			



# *Index #10*

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

**CITY COUNCIL MEETING DATE: January 28, 2019**

AGENDA ITEM: Fourth Amendment to Professional Services Agreement for Security Services	AGENDA SECTION:	
PREPARED BY: Suzanne Elsner, Court Administrator	AGENDA NUMBER:	
ATTACHMENTS: Security agreement	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE: 25% 00100030 541000 75% 00100050 541000	AMOUNT: \$4,053.00 per month	

The Municipal Court began using security screening services in August of 2008. The duties of the security screener include monitoring the metal detector, screening with a hand held detector, bag checks, issuing weapon locker keys, reporting suspicious activity and confiscating unwanted items trying to enter the Courthouse. Since using this service several knives, box cutters and drugs have been confiscated and reported.

The security service completes security checks before opening and after closing the building each day. Regular checks are completed in the parking lot as well.

In order to keep qualified persons in the capacity of security, Puget Sound Security is requesting an increase in fee for security services.

RECOMMENDED ACTION: Authorize the Mayor to sign the Fourth Amendment with Puget Sound Security for Entrance Security Screeners.
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COUNCIL ACTION:
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**FOURTH AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND  
PUGET SOUND SECURITY, INC  
FOR SECURITY SERVICES FOR MARYSVILLE MUNICIPAL COURT**

THIS AMENDMENT TO AGREEMENT, made and entered into in Snohomish County, Washington, by and between the CITY OF MARYSVILLE, hereinafter called the "City," and PUGET SOUND SECURITY, A Washington Corporation, hereinafter called the "Consultant."

WHEREAS, the parties hereto have previously entered into an Agreement for Security Services for Marysville Municipal Court on July 28, 2008; known as "Agreement"; and amended the Agreement three times; and

WHEREAS, the parties desire to amend Article IV.1 to provide for new monthly rate of **\$4,053.00** per month, to supersede a rate provision in Exhibit A commencing January 1, 2019.

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

1. Each and every provision of the Original Agreement for Professional Services dated July 28, 2008 shall remain in full force and effect, except as modified in the following sections:
2. Article IV.1 of the Original Agreement, "OBLIGATIONS OF THE CITY" IV.1 "PAYMENTS", is hereby amended to read as follows:

**IV.1 PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. There is no set amount or minimum payment owed under this agreement. Consultant shall be paid for actual services rendered. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed **\$4,053.00 per month**. This limit shall supersede any limit set out in **Exhibit A**. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

3. The undersigned is an Authorized Agent of the parties and has authority to sign on behalf of their respective party and to bind that party to the terms and conditions of the agreement.

4. The Effective Date of this Amendment is January 1, 2019.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CITY OF MARYSVILLE

PUGET SOUND SECURITY,  
CONSULTANT

By \_\_\_\_\_  
JON NEHRING, Mayor,

By \_\_\_\_\_  
Steve Squire, VP Operations

Approved as to form:

\_\_\_\_\_  
JON WALKER, City Attorney

## EXHIBIT A SCOPE OF WORK

### 1. ENTRANCE SCREENING OFFICER (ESO)

Consultant shall provide to the City one (1) qualified Entrance Screening Officer (ESO) to Marysville Municipal Court commencing September 2, 2008 Daily, Monday through Friday 8:00 AM to 4:30 PM, except Court Holidays when the Court is closed.

#### A. ESO QUALIFICATIONS include but are not limited to:

- \* The qualified candidate must be legally able to work in the United States and provide proof of employment eligibility and identify as required under Immigration Reform Act of 1986.
- \* Be 21 years of age or older
- \* Possess a high school diploma, a General Equivalency Diploma, or a combination of education and experience that the Contractor has determined to have equipped the person to perform the duties of the position.
- \* Be able to speak fluently, read and write the English language and any other language as may be determined necessary by the City.
- \* Have the ability to meet and deal tactfully with Judges, attorneys, court personnel and the general public.
- \* Have the ability to understand, explain, interpret and apply rules, regulations, directives, and procedures.
- \* Have poise, self-confidence, and the ability to make sound decisions and react quickly under stressful conditions.
- \* Ability to prepare clear and concise reports.
- \* Ability to learn and adapt to changing conditions.
- \* Ability to accept and respond to instruction and direction.
- \* Must be reliable and of reputable background and sound character.
- \* Must successfully pass the background investigation performed by the Contractor.
- \* Must be physically fit to endure long periods of standing, stooping, bending, and sitting.
- \* May be required to assist in subduing violent or hostile citizens.

#### B. PRELIMINARY BACKGROUND INVESTIGATION:

1. The Contractor shall conduct a background investigation on all employees to be utilized in the performance of the contract. All replacement personnel shall be subject to the same criteria.

2. The Contractor shall insure that prospective personnel meet or exceed the minimum background investigation requirements. Minimum background investigation to include:

- a. Felony Convictions
- b. Misdemeanor Convictions involving violence, honesty and drugs
- c. Illegal conduct involving moral turpitude; acts that reflect conduct that would cause a reasonable person to have substantial doubt about the individual's honesty, fairness, respect for the rights of others or for the laws of this State and of the Nation.

- d. Mental Disorders that would cause the person to be a danger to self or others
  - e. Prior work history
- B. The Contractor shall provide all management, supervision, manpower, materials, supplies and equipment specified and shall plan, schedule, coordinate and assure effective performance of security services at the place of performance in accordance with the terms, conditions contained herein.
- C. The City may increase or decrease the level of screening by increasing or decreasing the number of Entrance Screening Officers (ESOs).
- D. The Contractor shall take all necessary steps to assure that ESOs assigned to this Contract are professionally and personally reliable, of reputable background and sound character, and meet the training and experience requirements stipulated herein. The Contractor shall have the responsibility to assure that all ESOs continue to meet all standards of suitability, conduct and work performance.
- E. The provision of ineligible ESOs or ESOs who do not meet the criteria, who violate the performance standards of the Contract or whose work performance is inadequate in any respect, constitutes Contractor nonperformance. The City shall notify the Contractor, in writing, regarding Contractor nonperformance due to non-suitability or any other deficiency of an ESO. If the City requests a new or different ESO the Contractor will immediately cover the position with a qualified replacement ESO

## 2. FEES/COSTS:

The City shall pay the Consultant the flat rate of \$2,870.00 per month per. This rate of \$2870.00 is applicable for the period of one (1) year September 1, 2008 though August 31, 2009 and shall continue after one year pursuant to this agreement. Any modification in Fees/Costs must be in writing and agreed upon by the parties.

## 3. DUTIES AND RESPONSIBILITIES.

### A. General Screening Procedures:

The City will furnish a magnetometer, hand-held metal detectors and a Nextel. Under no circumstances shall the ESO take any items/equipment from their duty station or from the Courthouse premise unless specifically authorized to do so. ESOs must use City equipment and may not substitute in place of that equipment, personal property or Contractor property without authorization by the City. Any ESO who violates this provision shall be reported to the Contractor and may be subject to immediate removal from duty. This action is in addition to any other remedies available to the City including but not limited to the penalties for theft of property.

The Contractor is responsible for promptly notifying the City when such equipment is malfunctioning. Any equipment that is misused or abused by ESOs shall be repaired and the cost shall be billed to the Contractor for payment.

All persons desiring to pass beyond the screening points must undergo screening. Screening of persons is normally accomplished through the use of metal detectors. Individuals are not permitted to retain any hand-carried items in their possession during screening other than articles of clothing and very small or thin objects. All indications of unaccounted for metal on an individual's person must be satisfactorily resolved. Only upon satisfactory completion of screening and of the inspection of all hand-carried items may the individual be permitted to pass beyond the screening points.

If a person alarms the metal detection device, a determination must be made that the cause of the alarm is not weapon or dangerous object. This can be accomplished by hand-held metal detector or by asking the individual to remove extraneous metal from their person and passing through the walk-through detector. Every person has the option to refuse screening. Persons who refuse to be screened will be denied passage beyond the screening points.

**B. Hand Carried Items:**

All carry items passing through the screening point shall be screened. The inspection should be thorough but not unreasonable. Should a person refuse to permit inspection of any hand-carried items, such items shall not be allowed to pass the screening point or be allowed to be carried into the Courthouse. When the physical inspection method is used, carry items shall be adequately inspected to reasonably ascertain that such items are not being used to conceal an explosive, incendiary, or deadly or dangerous weapon.

**C. Entrance Control:**

Duties shall include the operation of screening equipment and the checking of handbags, packages, baby carriages, wheelchairs, etc. to detect weapons. Items confiscated will be turned over to the City and a report filed. Prosecution may result. In performance of these duties, ESOs shall be responsible for alerting a Bailiff and detaining any person attempting to gain unauthorized access. After detaining a person, that person will be turned over to the Bailiff or Law Enforcement Officer.

ESO may be required to unsecure and secure the building at the beginning and the end of each day.

# *Index #12*

CITY OF MARYSVILLE  
Marysville, Washington

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

A RESOLUTION OF THE CITY OF MARYSVILLE  
CONFIRMING YUEQING CITY, CHINA, AS AN OFFICIAL FRIENDSHIP CITY

WHEREAS, in 2015 the cities of Marysville, Washington, USA, and Yueqing, China, established a friendship city relationship to encourage cultural awareness and exchange of ideas; and

WHEREAS, Marysville residents encourage education, social awareness and tourism to better acquaint ourselves with the cultural and political diversity of the world; and

WHEREAS, friendship unites people of all ages and backgrounds, and this informal relationship with Yueqing City increases cultural understanding, richness and diversity in our lives and our community; and

WHEREAS, this friendship city relationship is helping to strengthen the bonds between our two cities and countries; and

WHEREAS, Marysville city leaders have been honored to welcome officials and business leaders from Yueqing City to our community in recent years, and look forward to visiting our friendship city in China in February 2019; and

WHEREAS, the Mayor, City Council and residents of Marysville wish to reaffirm the value of this ongoing friendship between our cities;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marysville, Washington, hereby reaffirms Yueqing City as an official friendship city of the City of Marysville, and we recommit and embrace this cultural exchange of friendship and ideas as a way to strengthen the bond between our two communities.

PASSED by the City Council and APPROVED by the Mayor this 28th day of January, 2019.

CITY OF MARYSVILLE

\_\_\_\_\_  
JON NEHRING, Mayor

ATTEST:

\_\_\_\_\_  
TINA BROCK, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
JON WALKER, City Attorney

# *Index #11*

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

**CITY COUNCIL MEETING DATE: January 28, 2019**

AGENDA ITEM: Reappointment to the Parks Advisory Board	AGENDA SECTION: Mayor's Business	
PREPARED BY: Tina Brock, Deputy City Clerk	AGENDA NUMBER:	
ATTACHMENTS: Appointment Forms	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Summary:

Mayor Nehring is recommending the reappointment of Jodi Condyles and Gayle Bluhm to the Marysville Parks, Culture, and Recreation Advisory Board, serving until August 31, 2021.

**RECOMMENDED ACTION:**

Mayor Nehring recommends the City Council confirm the Parks Advisory reappointment of Jodi Condyles and Gayle Bluhm, serving until August 31, 2021.

**COUNCIL ACTION:**

**Office of the Mayor**  
**Jon Nehring**  
1049 State Avenue  
Marysville, WA 98020  
Phone: 360-363-8000  
Fax: 360-651-5033  
marysvillewa.gov

**APPOINTMENT**

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby appoint JODI CONDYLES as a member of the MARYSVILLE PARKS, CULTURE, AND RECREATION ADVISORY BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030; dated this 28th day of January, 2019.

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M A Y O R

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

Dated this 28th day of January, 2019

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JODI CONDYLES

This term of appointment expires the 31st day of August, 2021.

**Office of the Mayor**  
**Jon Nehring**  
 1049 State Avenue  
 Marysville, WA 98020  
 Phone: 360-363-8000  
 Fax: 360-651-5033  
 marysvillewa.gov

**APPOINTMENT**

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby appoint GAYLE BLUHM as a member of the MARYSVILLE PARKS, CULTURE, AND RECREATION ADVISORY BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030; dated this 28th day of January, 2019.

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M A Y O R

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

Dated this 28th day of January, 2019

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GAYLE BLUHM

This term of appointment expires the 31st day of August, 2021.