

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

Discussion Items

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

1. Approval of the January 7, 2019 City Council Work Session Minutes.
2. Approval of the January 14, 2019 City Council Meeting Minutes.

Consent

3. Approval of the January 23, 2019 Claims in the Amount of \$347,807.62 Paid by EFT Transactions and Check Numbers 129860 through 130036 with No Check Numbers Voided.
4. Approval of the January 30, 2019 Claims in the Amount of \$232,261.79 Paid by EFT Transactions and Check Numbers 130037 through 130104 with Check Numbers 129953 and 129985 Voided.

Review Bids

Public Hearings

5. Consider an Ordinance Vacating the Rights-of-Way for Future Construction of the Civic Campus and Waive Compensation in Accordance with MMC 12.32.020. **(Public Hearing will be held February 11, 2019)**

New Business

6. Consider Amendment No. 9 to the Janitorial Services Contract with Advantage Building Services.
7. Consider the Technology Solution Contract with Compulink Management Center, Inc. dba Laserfische for an Enterprise Content Management System.

Marysville City Council Work Session

February 4, 2019 **7:00 p.m.** **City Hall**

8. Consider the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with Washington State Department of Transportation thereby Securing Funding for the 80th St NE Non-Motorized Project.

9. Consider a **Resolution** approving the Joint Resolution with Snohomish County Fire Protection District No. 12 to form a Regional Fire Protecting Authority.

10. Consider an **Ordinance** Amending MMC 3.63.030(3)(b) Low Income Disabled Citizen Discount.

11. Consider an **Ordinance** to Continue to Impose Sales and Use Tax as Authorized by RCW 82.14.415 as a Credit against State Sales and Use Tax; Certifying the Cost to Provide Municipal Services to the Central Marysville Annexation Area; and Setting a New threshold Amount for the Fiscal Year 2019 Relating to Annexations.

Legal

Mayor's Business

13. Legislative Priorities

Staff Business

12. Discussion of City Levy Rate in regards to Proposed Regional Fire Authority Formation.

Call on Councilmembers

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two business

Work Sessions are for City Council study and orientation – Public Input will be received at the February 11, 2019 City Council meeting.

Marysville City Council Work Session**February 4, 2019****7:00 p.m.****City Hall**

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

Work Sessions are for City Council study and orientation – Public Input will be received at the February 11, 2019 City Council meeting.

Index #1

COUNCIL*DRAFT*
MINUTES

Work Session
January 7, 2019

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Jon Nehring

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

Absent: Jeff Vaughan

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

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

Motion made by Councilmember Toyer, seconded by Councilmember Muller, to approve the agenda. **Motion** passed unanimously.

Motion made by Councilmembers Toyer, seconded by Councilmember Stevens, to waive normal Council rules in order to take action on items 6 and 19. Motion passed unanimously.

Committee Reports

Councilmember King reported that at the last Fire Board meeting it was announced that Joyce Savage is retiring and Steve Edin will be replacing her.

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

1. Approval of the November 26, 2018 City Council Meeting Minutes.
2. Approval of the December 3, 2018 City Council Special Meeting Minutes.
3. Approval of the December 3, 2018 City Council Work Session Minutes.
4. Approval of the December 10, 2018 City Council Meeting Minutes.
5. Approval of the December 17, 2018 City Council Special Meeting Minutes.

Consent

6. Approval of the December 12, 2018 Claims in the Amount of \$654,964.36 paid by EFT transactions and Check Numbers 128956 through 129108 with Check Numbers 128145, 128653 and 128750 voided. (Action requested 1/7/18)

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

7. Approval of the December 19, 2018 Claims in the Amount of \$550,593.95 paid by EFT transactions and Check Numbers 129109 through 129269 with no Check Numbers Voided.
8. Approval of the December 20, 2018 Payroll in the Amount of \$1,476,394.61 paid by EFT transactions and Check Numbers 32142 through 32166.
9. Approval of the December 20, 2018 misc. Payroll in the Amount of \$208.17 paid by EFT transactions and Check Numbers 32167 through 32168.
10. Approval of the December 26, 2018 Claims in the Amount of \$987,980.36 paid by EFT transactions and Check Numbers 129270 through 129452 with Check Numbers 127533, 128712 and 129197 voided.
11. Approval of the January 4, 2019 Payroll in the Amount of \$1,998,272.40 paid by EFT transactions and Check Numbers 32169 through 32193.

Review Bids**Public Hearings**

New Business

12. Consider the Interlocal Cooperative Agreement with Whatcom County for Jail Prisoner Transports.

Chief Smith reviewed details of this agreement.

13. Consider the First Amendment to Lease Agreement between the City of Marysville and the Marysville Little League.

Director Ballew explained this is an extension to the existing agreement. Marysville Little League leases exclusive rights to the facility through July. The City intends to take it over at that time and make some improvements. Councilmembers asked general questions about the condition of the field.

14. Consider the 2017 Emergency Generator Project, Starting the 45-day lien filing period for project closeout.

Director Nielsen reviewed this item. There were no comments or questions.

15. Consider the Edward Springs Reservoir Floating Cover Replacement Project, Starting the 45-day lien filing period for project closeout.

Director Nielsen reviewed this item. There were no comments or questions.

16. Consider the RFA Planning Committee Recommendation.

CAO Hirashima reviewed some background on the Snohomish County Fire Protection District and work related to a Regional Fire Authority (RFA). She discussed details related to a proposed RFA Service Plan which would be submitted to the voters on April 23, 2019 and funded by a \$1.45 per \$1,000 assessed value property tax levy. She reviewed other funding and governance details. There were no comments or questions.

17. Consider an Ordinance relating to the Arlington Marysville Manufacturing Industrial Center Sub Area Plan.

Director Koenig introduced Radhika Nair from BERK Consulting who made a presentation regarding the proposed Arlington-Marysville Manufacturing and Industrial Center (AMMIC) Sub Area Plan. She reviewed the process for adoption. Councilmembers asked clarification questions, and staff responded. Director Koenig responded to a letter that staff had received with concerns. He explained that the letter was not relevant to this plan.

18. Consider a Resolution Establishing a Public Hearing date of February 11, 2019 for the Proposed Vacation of the Rights-of-Way for Construction of the Civic Campus.

CAO Hirashima and City Attorney Walker reviewed this item. He explained the resolution would be on next week's agenda with a public hearing to be scheduled following that. Councilmembers asked questions about the proposed vacation of rights-of-way.

Legal

Mayor's Business

19. Annual Certification of Board of Health Representative

Motion made by Councilmember Norton, seconded by Councilmember Muller, to approve the appointment of Councilmember Vaughan as the representative to the Board of Health. **Motion** passed unanimously (6-0).

Other Comments from the Mayor:

- The Tour of Lights was very successful despite a couple windy nights.
- Council is invited to attend a groundbreaking at Grace Academy tomorrow afternoon at 2 p.m.

Staff Business

Sandy Langdon had no comments.

Dave Koenig had no comments.

Jim Ballew:

- Cleanup of rogue boathouses on the slough as a result of winter storms will commence tomorrow.
- An average of 467 people attended the Tour of Lights each night.
- The course has seen a 24% increase in golf patronage this year. Premier will make their annual report to the Council in March.

Connie Mennie had no comments.

Chief Smith wished everyone a Happy New Year.

Kevin Nielsen:

- He responded to an email that was sent to Council. He indicated that staff will be meeting with the group to discuss this.
- He wished everyone a Happy New Year.

Fire Chief McFalls made a PowerPoint presentation on 2019/2018 Comparative Budget & Staffing Data and 2018/2017 Comparative Incident Data. Discussion followed about the proposed budget and staffing plan. Council indicated they would like to see budgets and budget amendments on a regular basis.

Call on Councilmembers

Rob Toyer wished everyone a Happy New Year.

Tom King:

- He commended Parks for the great work on the Tour of Lights.
- He thanked fire and police for their recent clothing and food drives for the holidays.
- Thanks to Chief McFalls for his presentation.

Mark James wished everyone a Happy New Year.

Michael Stevens wished everyone a Happy New Year.

Kamille Norton:

- She wished everyone a Happy New Year.
- She expressed appreciation for the Fire presentation. She spoke to the importance of the Council being informed on issues as they go forward.

Steve Muller wished everyone a Happy New Year.

Jon Walker stated the need for an Executive Session to address three items: one regarding purchase of real estate, one regarding offering a lease, and one regarding collective bargaining. Action was expected on two items, and Executive Session was expected to last 10 minutes.

Gloria Hirashima had no comments.

Recess

Council recessed at 8:27 p.m. and reconvened in Executive Session at 8:35 p.m. to discuss one personnel item and two real estate items. Executive Session was expected to last 10 minutes with action expected on the personnel item and one real estate item.

Executive Session

Personnel – one item, RCW 42.30.140(4)(a)

Real Estate – two items, RCW 42.30.110(1)(b) and RCW 42.30.110(1)(c)

Executive Session was extended 15 minutes. Executive Session ended at 9:00 p.m.

Motion made by Councilmember Norton, seconded by Councilmember King, to authorize the Mayor to sign the lease with Harrad, LLC for restaurant at Cedarcrest Municipal Golf Course. **Motion** passed unanimously.

Motion made by Councilmember Muller, seconded by Councilmember Norton, to authorize the Mayor to sign the memorandum with Teamsters Local No. 763 amending section 10.1 of the Collective Bargaining Agreement. **Motion** passed unanimously.

Adjournment

The meeting was adjourned at 9:00 p.m.

Approved this _____ day of _____, 2019.

Mayor
Jon Nehring

Index #2

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Strawberry Festival Royalty Candidates	Presented
Audience Participation	Held
Approval of Minutes	
Approval of the November 26, 2018 City Council Meeting Minutes.	Approved
Approval of the December 3, 2018 City Council Special Meeting Minutes.	Approved
Approval of the December 3, 2018 City Council Work Session Minutes.	Approved
Approval of the December 10, 2018 City Council Meeting Minutes.	Approved
Approval of the December 17, 2018 City Council Special Meeting Minutes.	Approved
Consent Agenda	
Approval of the December 19, 2018 Claims in the Amount of \$550,593.95 paid by EFT transactions and Check Numbers 129109 through 129269 with no Check Numbers Voided.	Approved
Approval of the December 20, 2018 Payroll in the Amount of \$1,476,394.61 paid by EFT transactions and Check Numbers 32142 through 32166.	Approved
Approval of the December 20, 2018 misc. Payroll in the Amount of \$208.17 paid by EFT transactions and Check Numbers 32167 through 32168.	Approved
Approval of the December 26, 2018 Claims in the Amount of \$987,980.36 paid by EFT transactions and Check Numbers 129270 through 129452 with Check Numbers 127533, 128712 and 129197 voided.	Approved
Approval of the January 4, 2019 Payroll in the Amount of \$1,998,272.40 paid by EFT transactions and Check Numbers 32169 through 32193.	Approved
Approval of the December 27, 2018 Claims in the Amount of \$2,050,516.55 paid by EFT transactions and Check Numbers 129453 through 129549 with Check Number 129351 voided.	Approved
Approval of the January 2, 2019 Claims in the Amount of \$1,055,238.55 paid by EFT transactions and Check Numbers 129550 through 129576 with no Check Numbers voided.	Approved
Consider the Interlocal Cooperative Agreement with Whatcom County for Jail Prisoner Transports.	Approved
Consider the First Amendment to Lease Agreement between the City of Marysville and the Marysville Little League.	Approved
Consider the 2017 Emergency Generator Project, Starting the 45-day lien filing period for project closeout.	Approved
Consider the Edward Springs Reservoir Floating Cover Replacement Project, Starting the 45-day lien filing period for project closeout.	Approved
Review Bids	
Public Hearings	
New Business	
Consider an Ordinance relating to the Arlington Marysville Manufacturing	Approved

Industrial Center Sub Area Plan.	Ord. No. 3118
Consider a Resolution Establishing a Public Hearing date of February 11, 2019 for the Proposed Vacation of the Rights-of-Way for Construction of the Civic Campus.	Approved Res. No. 2457
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Recess	8:06 p.m.
Executive Session	8:15 p.m.
Personnel – one item	Approved
Real Estate – one item	Approved
Adjournment	9:00 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
January 14, 2019

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Rick Thiessen of Allen Creek Community Church gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Jon Nehring

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

Absent: None

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

Motion made by Councilmember Toyer, seconded by Councilmember Stevens, to approve the agenda. **Motion** passed unanimously.

Committee Reports

Tom King reported on the Technical Advisory Committee meeting last Tuesday where they reviewed the Community Development Block Grant funding and selection process. He also reported on the Park Board meeting held last Wednesday where Director Ballew gave an overview of current projects and activities. The Park Board also discussed golf course fees and boathouses that are being removed.

Presentations

A. Strawberry Festival Royalty Candidates

Jodi Hiatt, President of the Marysville Strawberry Festival, introduced the Strawberry Festival royalty candidates who made their candidate speeches to the Council.

Citizen Comments

Jodi Runyon, Director of Engagement and Outreach, Marysville School District, 8223 53rd Drive NE, Marysville, WA, introduced some of her team members and discussed information presented in a packet to the Council regarding programs and committees offered by the school district.

Reid Shockey, 2716 Colby Avenue, Everett, WA 98201, spoke as a representative of the Sing family who owns 127 acres inside the AMMIC (Arlington-Marysville Manufacturing and Industrial Center) and inside the Smokey Point Master Plan Area. He expressed concern about parts of the plans that show portions of their property zoned for industrial development, opportunity sites, potential regional detention areas, or potential wetland mitigation sites. He expressed the Sing's support of the AMMIC plan as a partner plan with the Smokey Point Master Plan and the 2012 OTAK Conceptual Wetland and Stream Mitigation Plan.

Approval of Minutes

1. Approval of the November 26, 2018 City Council Meeting Minutes.

Motion made by Councilmember Stevens, seconded by Councilmember King, to approve the November 26, 2018 City Council Meeting Minutes. **Motion** passed unanimously.

2. Approval of the December 3, 2018 City Council Special Meeting Minutes.

Motion made by Councilmember Muller, seconded by Councilmember Norton, to approve the December 3, 2018 City Council Special Meeting Minutes. **Motion** passed unanimously.

3. Approval of the December 3, 2018 City Council Work Session Minutes.

Motion made by Councilmember King, seconded by Councilmember James, to approve the December 3, 2018 City Council Work Session Minutes. **Motion** passed unanimously.

4. Approval of the December 10, 2018 City Council Meeting Minutes.

Councilmember Norton referred to page one and noted that under Committee Reports she was the one who reported on the Public Safety Committee Meeting.

Councilmember James referred to item 4-6 and noted that *Commissioners* should be corrected *Councilmembers*.

Motion made by Councilmember James, seconded by Councilmember Norton, to approve December 10, 2018 City Council Meeting Minutes as amended. **Motion** passed unanimously.

5. Approval of the December 17, 2018 City Council Special Meeting Minutes.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to approve December 17, 2018 City Council Special Meeting Minutes. **Motion** passed 5-0 with Councilmember Stevens and Toyer abstaining.

Consent

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12. Consider the Interlocal Cooperative Agreement with Whatcom County for Jail Prisoner Transports.
13. Consider the First Amendment to Lease Agreement between the City of Marysville and the Marysville Little League.

DRAFT

14. Consider the 2017 Emergency Generator Project, Starting the 45-day lien filing period for project closeout.
15. Consider the Edward Springs Reservoir Floating Cover Replacement Project, Starting the 45-day lien filing period for project closeout.

Motion made by Councilmember Norton, seconded by Councilmember Toyer, to approve Consent Agenda items 7-15, 19 and 20. **Motion** passed unanimously.

Review Bids

Public Hearings

New Business

17. Consider an Ordinance relating to the Arlington Marysville Manufacturing Industrial Center Sub Area Plan.

Community Development Director Koenig explained that in response to Mr. Shockey's concerns, staff has added some language to the bottom of page 15 as follows: *The Framework Plan above is a graphic depiction of one option. There are other options that may come out of working with property owners in the area-wide Master Plan to address environmental solutions that would require the cooperation and approval of property owners to explore and implement.*

Motion made by Councilmember King, seconded by Councilmember Stevens, to approve Ordinance No. 3118. **Motion** passed unanimously.

18. Consider a Resolution Establishing a Public Hearing date of February 11, 2019 for the Proposed Vacation of the Rights-of-Way for Construction of the Civic Campus.

City Attorney Walker explained that this would set the public hearing on the street vacations for the February 11, 2019 Council Meeting, and clarify that there would be no compensation required for the street vacation.

Motion made by Councilmember James, seconded by Councilmember Toyer, to approve Resolution No. 2457. **Motion** passed unanimously.

Legal

Mayor's Business

- He and others attended the Grace Academy groundbreaking on January 8, which was a very well-attended event.

- He, Chief Smith, and some others were at a quarterly meeting with business leaders from Arlington and Marysville out at Smokey Point. It was a great report by Commander Thomas and Chief Smith on the embedded social worker program, and they received encouraging feedback from the business leaders.
- He invited Councilmembers to a ribbon cutting at RockZtreme.
- He encouraged Councilmembers to come to the Snohomish County Cities annual meeting this week.
- He will be delivering the State of the City to the City of Marysville employees tomorrow morning at the Opera House at 8:00 a.m.

Staff Business

Chief Smith gave an update on crime statistics in the City. Overall crime from 2017 is down 7.5%. It is down 28.63% from 2014. In 2013 there were 465 burglaries. In 2018 there were only 223 which is a reduction of 52%. In 2013 there were 376 residential burglaries. In 2018 there were 150 burglaries which is a 60% reduction in residential burglaries. In the north end, crime associated with multifamily dwellings and assaults went up. Police are taking measures to bring these numbers down.

Director Koenig:

- He thanked Council for passing the AMMIC ordinance tonight. He reviewed the process going forward.
- He reported that it was a busy year for building permits with 353 new dwelling units permitted of which 246 were single family and duplexes. The value of building permits for commercial and residential combines is over \$100 M. 489 new business licenses were issued.

Chief McFalls:

- He reminded the Council that regular Fire Board meetings will begin this Wednesday at 6 p.m. in Council Chambers.
- He congratulated the Strawberry Festival candidates.

Jim Ballew:

- Staff is interested in updating the City's holiday image next year, and is soliciting suggestions.
- He is looking forward to the State of the City address.

Kevin Nielsen:

- The City received another grant of almost \$600,000 in intersection improvements and pedestrian safety projects.
- He reminded everyone that it is cold out, and the roads are slick. Even though crews will be anti-icing as usual, people should drive cautiously.

Gloria Hirashima thanked Dave Koenig and his staff for their work on the AMMIC plan.

City Attorney Jon Walker stated the need for an Executive Session for two items: one to consider a minimum offering price for a lease, and the other to review the performance of a public employee with potential action on each and expected to last 25 minutes.

Call on Councilmembers

Jeff Vaughan had no comments.

Mark James:

- He stated that the groundbreaking at Grace Academy was a thrill for them. He thanked the Mayor and Councilmember Muller for attending.
- He suggested that they update lights on the water tower next year. Director Ballew agreed.

Tom King:

- It was great to see the royalty candidates.
- They started working on the float for the first parade in April.
- He is looking forward to the State of the City address.

Michael Stevens commented that Councilmember Toyer is the newly appointed Chair of the Fire Board.

Toyer had no comments.

Steve Muller:

- He commented that the Grace Academy expansion was very exciting and a great addition to the community.
- He's kind of sad to see the boathouses gone from the slough.

Kamille Norton:

- The Strawberry Festival candidates did a great job.

Recess

Council recessed at 8:06 p.m. and reconvened at 8:15 p.m. in Executive Session to discuss one item related to personnel and one item related to real estate. Executive Session expected to last 25 minutes with action expected.

Executive Session

Personnel – one item RCW 42.30.110(1)(g)

Real Estate – one item RCW 42.30.110(1)(c)

Executive Session was extended 20 minutes. Executive Session ended at 9:00 p.m.

DRAFT

Motion made by Councilmember Toyer, seconded by Councilmember Stevens, to authorize the Mayor to execute the lease with Harrad, LLC for Bleachers restaurant space at Cedarcrest Golf Course. **Motion** passed unanimously.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to authorize the Mayor to execute an amendment to Chief Administrative Officer's employment contract increasing the base salary to 7.7% effective retroactively to January 1, 2019. **Motion** passed unanimously.

Council discussed design options for the Civic Campus. Consensus was made for design option 4 with changing the "tree" posts to column posts.

Adjournment

The meeting was adjourned at 9:00 p.m.

Approved this _____ day of _____, 2019.

Mayor
Jon Nehring

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 11, 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 23, 2019 claims in the amount of \$347,807.62 paid by EFT transactions and Check No.'s 129860 through 130036 with no Check No's 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 **\$347,807.62 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 129860 THROUGH 130036 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 **11th DAY OF FEBRUARY 2019**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/18/2019 TO 1/23/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
129860	LICENSING, DEPT OF	CPL BATCH 1/14/19	GENERAL FUND	1,107.00
129861	LICENSING, DEPT OF	CPL BATCH 1/16/19	GENERAL FUND	72.00
129862	LICENSING, DEPT OF	CPL BATCH 1/18/19	GENERAL FUND	129.00
129863	AAA FIRE & SAFETY	MONITORING-OPERA HOUSE	OPERA HOUSE	229.32
129864	AAKAVS CONSULTING	ANNUAL MAINTENANCE/SUPPORT	UTIL ADMIN	29,484.00
129865	AAPP	POLYGRAPH DUES-KING	POLICE PATROL	125.00
129866	ABOUD, MOUSSA	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.10
129867	ALLIANT INSURANCE	BROKER FEE	RISK MANAGEMENT	46,000.00
129868	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.82
129869	ASSN OF WA CITIES	ANNUAL MEMBERSHIP/TESTING FEES	PERSONNEL ADMINISTRATION	3,060.00
	ASSN OF WA CITIES	AWC SAFETY ALLIANCE PROGRAM	PERSONNEL ADMINISTRATION	50,525.80
129870	AVEY, JAMES	UTILITY TAX REBATE	NON-DEPARTMENTAL	23.14
129871	BADER-KLEIN, SUZANNE		NON-DEPARTMENTAL	48.12
129872	BANK OF AMERICA	TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	35.00
129873	BANK OF AMERICA	BLANKETS/REFRESHMENTS	OPERA HOUSE	10.92
	BANK OF AMERICA		COMMUNITY EVENTS	32.62
129874	BANK OF AMERICA	VEHICLE REGISTRATION FEES	EQUIPMENT RENTAL	46.75
129875	BANK OF AMERICA	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	143.44
129876	BANK OF AMERICA	TRAVEL/SUPPLY REIMBURSEMENT	INFORMATION SERVICES	-5.00
	BANK OF AMERICA		FINANCE-GENL	8.95
	BANK OF AMERICA		COMPUTER SERVICES	30.86
	BANK OF AMERICA		COMPUTER SERVICES	111.55
129877	BANK OF AMERICA	MANUAL/CONFERENCE/DUES	WATER/SEWER OPERATION	-6.51
	BANK OF AMERICA		UTIL ADMIN	75.00
	BANK OF AMERICA		UTIL ADMIN	78.01
	BANK OF AMERICA		TRANSPORTATION	80.00
129878	BANK OF AMERICA	HOLIDAY LUNCH SUPPLIES	EXECUTIVE ADMIN	13.09
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	60.28
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	497.17
129879	BANK OF AMERICA	CERT/TRAINING REIMBURSEMENT	ENGR-GENL	37.87
	BANK OF AMERICA		ENGR-GENL	699.33
129880	BANK OF AMERICA	RADIOS	GENERAL FUND	-71.79
	BANK OF AMERICA		EXECUTIVE ADMIN	860.64
129881	BANK OF AMERICA	TRAVEL/MEMBERSHIP REIMBURSEMENT	LEGAL-GENL	60.00
	BANK OF AMERICA		LEGAL - PROSECUTION	127.10
	BANK OF AMERICA		COMPUTER SERVICES	619.20
129882	BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	1,114.83
129883	BANK OF AMERICA	LOCKS/RACKS/JAIL SUPPLIES	GENERAL FUND	-32.76
	BANK OF AMERICA		DETENTION & CORRECTION	546.26
	BANK OF AMERICA		POLICE PATROL	663.43
129884	BANK OF AMERICA	ESW SUPPLIES	POLICE PATROL	1,545.87
129885	BANK OF AMERICA	TRAVEL/SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	63.67
	BANK OF AMERICA		CITY COUNCIL	127.33
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	180.00
	BANK OF AMERICA		EXECUTIVE ADMIN	896.03
	BANK OF AMERICA		CITY COUNCIL	1,315.00
129886	BARRACUDA NETWORKS	FLEX AGENT LICENSE RENEWALS	COMPUTER SERVICES	45.86
129887	BECU	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC &	65.00
129888	BICKFORD FORD	WRONG TAX RATE	EQUIPMENT RENTAL	-201.15
	BICKFORD FORD	ALTERNATOR	EQUIPMENT RENTAL	201.15
	BICKFORD FORD		EQUIPMENT RENTAL	201.33
129889	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,945.58
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,712.79
129890	BODETTE, SUSAN	UB REFUND	GARBAGE	6.46
129891	BONNER, SHAYLIE	REFUND CLASS FEES	PARKS-RECREATION	60.00
129892	BREWER, VIRGINIA	UB REFUND	WATER/SEWER OPERATION	24.17

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
129893	BROCKMAN, GARY	UTILITY TAX REBATE	NON-DEPARTMENTAL	2.74
129894	BROWN, JOSEPH		UTIL ADMIN	41.62
	BROWN, JOSEPH		NON-DEPARTMENTAL	69.23
	BROWN, JOSEPH		UTIL ADMIN	155.12
129895	CAPARAS, NANCY		NON-DEPARTMENTAL	71.75
129896	CARPENTER, CATHY	REFUND CLASS FEES	PARKS-RECREATION	15.00
129897	CASPAR BABYPANTS	ENTERTAINMENT 1/27/19	OPERA HOUSE	728.00
129898	CENTRAL WELDING SUPP	GLOVES, TAPE, EAR PLUGS AND WIPES	ER&R	780.62
129899	CHILDS, CHRIS & PAME	UB REFUND	WATER/SEWER OPERATION	209.82
129900	CHRISTENSEN, ROBERT	UTILITY TAX REBATE	NON-DEPARTMENTAL	32.90
129901	CLEMETSON, VICKI		NON-DEPARTMENTAL	51.81
	CLEMETSON, VICKI		UTIL ADMIN	155.12
129902	CLOSE, BETTY LOU		NON-DEPARTMENTAL	32.94
	CLOSE, BETTY LOU		UTIL ADMIN	155.12
129903	COMCAST	CABLE SERVICE-KBCC	COMMUNITY CENTER	51.00
129904	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	102.00
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	3,600.40
129905	CORRECTIONS, DEPT OF	WORK CREW	PARK & RECREATION FAC	167.15
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	460.65
129906	D R HORTON	UB REFUND	WATER/SEWER OPERATION	58.92
129907	DANIELS, DON	UTILITY TAX REBATE	NON-DEPARTMENTAL	94.98
129908	DEAN, MARY		NON-DEPARTMENTAL	36.63
	DEAN, MARY		UTIL ADMIN	41.62
	DEAN, MARY		UTIL ADMIN	197.28
129909	DELANEY, KATHERINE		UTIL ADMIN	41.62
	DELANEY, KATHERINE		NON-DEPARTMENTAL	42.06
	DELANEY, KATHERINE		UTIL ADMIN	155.12
129910	DEPERRO, ANTHONY		UTIL ADMIN	41.62
	DEPERRO, ANTHONY		NON-DEPARTMENTAL	64.44
	DEPERRO, ANTHONY		UTIL ADMIN	197.28
129911	DEYOUNG, THOMAS		NON-DEPARTMENTAL	106.56
129912	DICKS TOWING	TOWING EXPENSE-MP19-00084	POLICE PATROL	71.68
	DICKS TOWING	TOWING EXPENSE-MP19-00356	POLICE PATROL	71.68
	DICKS TOWING		POLICE PATROL	71.68
	DICKS TOWING	TOWING EXPENSE-MP19-00570	POLICE PATROL	71.68
129913	DIGITAL DOLPHIN SUPP	TONER	POLICE PATROL	130.98
	DIGITAL DOLPHIN SUPP		POLICE ADMINISTRATION	413.88
129914	DISNEY, DEAN	UB REFUND	WATER/SEWER OPERATION	59.12
129915	DUCE REALTY INC	UB REFUND	GARBAGE	415.06
129916	E&E LUMBER	STRAPS AND SANITIZER	PARK & RECREATION FAC	15.14
	E&E LUMBER	CLEANING SUPPLIES	PARK & RECREATION FAC	36.23
	E&E LUMBER	ROPE AND HARDWARE	PARK & RECREATION FAC	42.97
129917	EHRHARDT, SANDRA	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.48
129918	EMERALD HILLS	COFFEE	COMMUNITY CENTER	23.56
129919	EMME, KYLA	REIMBURSE MILEAGE	EXECUTIVE ADMIN	10.82
129920	ENGELTER, MARGARET	REFUND CLASS FEES	PARKS-RECREATION	15.00
129921	ENGLISH, ELISHA	UTILITY TAX REBATE	NON-DEPARTMENTAL	130.55
129922	ERICKSON, ILENE		NON-DEPARTMENTAL	44.08
129923	EVERETT STAMP WORKS	STAMP	PERSONNEL ADMINISTRATION	73.05
129924	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	123,927.04
129925	EVOLA, JOSEPH	UTILITY TAX REBATE	NON-DEPARTMENTAL	7.92
	EVOLA, JOSEPH		UTIL ADMIN	41.62
	EVOLA, JOSEPH		UTIL ADMIN	155.12
129926	EYER, MATTHEW	REIMBURSE HEADLAMP PURCHASE	STORM DRAINAGE	252.64
129927	FAMILY PET MEDICAL	K-9 FOOD	K9 PROGRAM	181.08
	FAMILY PET MEDICAL		K9 PROGRAM	181.08
129928	FARARA, CHERI	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.25

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129929	FLORES, RICARDO	UTILITY TAX REBATE	NON-DEPARTMENTAL	43.76
129930	FRAIZE, CHRISTINE		NON-DEPARTMENTAL	49.36
129931	FRANE, DANIEL & JEAN		NON-DEPARTMENTAL	167.86
129932	GAAB, KARON		NON-DEPARTMENTAL	39.70
	GAAB, KARON		UTIL ADMIN	41.62
	GAAB, KARON		UTIL ADMIN	155.12
129933	GILL, HARBANS		NON-DEPARTMENTAL	82.43
129934	GOBLE SAMPSON ASSOC	TUBING	PUMPING PLANT	567.47
129935	GOODMAN, DONALD	UTILITY TAX REBATE	UTIL ADMIN	41.62
	GOODMAN, DONALD		NON-DEPARTMENTAL	75.72
	GOODMAN, DONALD		UTIL ADMIN	155.12
129936	GRAINGER	MAGNETS	SOLID WASTE OPERATIONS	7.56
129937	HACK, SUNDEE	UTILITY TAX REBATE	UTIL ADMIN	41.62
	HACK, SUNDEE		NON-DEPARTMENTAL	56.12
	HACK, SUNDEE		UTIL ADMIN	155.12
129938	HAGGEN INC.	SAFETY/INTERVIEW SUPPLIES	EXECUTIVE ADMIN	3.99
	HAGGEN INC.		EXECUTIVE ADMIN	22.90
129939	HARBO, TAMRA & CHAD	UB REFUND	WATER/SEWER OPERATION	127.59
129940	HAUGEN, ROALD & LOIS		GARBAGE	76.14
129941	HBLE LLC	VEST CARRIER	POLICE INVESTIGATION	287.52
129942	HD FOWLER COMPANY	CORP STOPS, SADDLES, PIPE AND JOINT	WATER SERVICES	744.72
	HD FOWLER COMPANY	HARDWARE	WATER/SEWER OPERATION	1,419.27
129943	HOLLY, ARLENE	UTILITY TAX REBATE	NON-DEPARTMENTAL	38.22
	HOLLY, ARLENE		UTIL ADMIN	41.62
	HOLLY, ARLENE		UTIL ADMIN	155.12
129944	HOME DEPOT	FOOT WARMER	UTIL ADMIN	50.17
	HOME DEPOT	TOTES, BINS AND TAPE	PARK & RECREATION FAC	150.21
129945	HOWEY-NELSON, HAILEY	REFUND CLASS FEES	PARKS-RECREATION	115.00
129946	IH2 PROPERTY OF WA L	UB REFUND	WATER/SEWER OPERATION	241.10
129947	INNOVATIVE INVESTMEN	UB REFUND	WATER/SEWER OPERATION	50.00
129948	ISS-WONDERWARE	WONDERWARE SOFTWARE RENEWAL	WATER RESERVOIRS	3,819.27
	ISS-WONDERWARE		WATER QUAL TREATMENT	3,819.27
	ISS-WONDERWARE		SEWER LIFT STATION	3,819.27
	ISS-WONDERWARE		WASTE WATER TREATMENT	3,819.27
129949	J. THAYER COMPANY	OFFICE SUPPLIES	WATER DIST MAINS	171.27
129950	JOHNSON, SUSAN	UTILITY TAX REBATE	UTIL ADMIN	41.62
	JOHNSON, SUSAN		NON-DEPARTMENTAL	45.25
	JOHNSON, SUSAN		UTIL ADMIN	155.12
129951	JONES, JANIS	UB REFUND	WATER/SEWER OPERATION	24.48
129952	JONES, MICHIAL	UTILITY TAX REBATE	NON-DEPARTMENTAL	70.06
129953	KEEHN, SAUNDRA	NOZZLES X 5	EQUIPMENT RENTAL	60.01
129954	KING, SUSAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	25.47
129955	KJR PROPERTIES LLC	UB REFUND	WATER/SEWER OPERATION	178.84
129956	LASTING IMPRESSIONS	YEARS OF SERVICE JACKETS	PERSONNEL ADMINISTRATION	681.41
	LASTING IMPRESSIONS	BASKETBALL TSHIRTS	RECREATION SERVICES	4,935.46
129957	LESTER, TERI	REIMBURSE MEETING SUPPLIES	PERSONNEL ADMINISTRATION	18.26
129958	LIAN, DALE E	UTILITY TAX REBATE	NON-DEPARTMENTAL	29.57
129959	LITTLE, PHELAN SR		NON-DEPARTMENTAL	19.33
129960	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY	112.98
	LOOMIS		UTIL ADMIN	112.98
	LOOMIS		GOLF ADMINISTRATION	176.69
	LOOMIS		UTILITY BILLING	225.97
	LOOMIS		POLICE ADMINISTRATION	451.93
	LOOMIS		MUNICIPAL COURTS	451.93
129961	MARLEY, SUZANNE & JE	UB REFUND	WATER/SEWER OPERATION	235.05
129962	MARTENSON, CAROLYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	34.47
	MARTENSON, CAROLYN		UTIL ADMIN	41.62

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129962	MARTENSON, CAROLYN	UTILITY TAX REBATE	UTIL ADMIN	155.12
129963	MARYSVILLE PRINTING	BUSINESS CARDS	LEGAL-GENL	106.38
	MARYSVILLE PRINTING	OFFER FORMS	LEGAL - PROSECUTION	126.45
129964	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST NE	GOLF ADMINISTRATION	203.02
129965	MASON, TRAVIS	UB REFUND	WATER/SEWER OPERATION	48.71
129966	MATYUK, VALENTIN	REFUND CLASS FEES	PARKS-RECREATION	65.00
129967	MCCAIN TRAFFIC SPLY	DIAGNOSTIC FEE	TRANSPORTATION	85.00
129968	MCCORT, ROBERT	UB REFUND	GARBAGE	263.73
129969	MESSIHA, GANETT	UTILITY TAX REBATE	NON-DEPARTMENTAL	34.31
129970	MEYEN, ALBERT		UTIL ADMIN	41.62
	MEYEN, ALBERT		NON-DEPARTMENTAL	57.76
	MEYEN, ALBERT		UTIL ADMIN	197.28
129971	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WATER	WASTE WATER TREATMENT	16.52
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	16.53
	MOUNTAIN MIST		SEWER MAIN COLLECTION	16.53
129972	MOX, BETTY	UTILITY TAX REBATE	NON-DEPARTMENTAL	4.99
	MOX, BETTY		UTIL ADMIN	10.40
	MOX, BETTY		UTIL ADMIN	38.78
129973	MR COOPER	APPLICATION FEE	GMA-PARKS	250.00
129974	NEAL, ROBERT	UB REFUND	WATER/SEWER OPERATION	54.74
129975	NELSON PETROLEUM	TRANSMISSION FLUID	ER&R	731.11
129976	NGUYEN, RANG KIM	UTILITY TAX REBATE	NON-DEPARTMENTAL	123.55
129977	NORTH SOUND HOSE	HARDWARE	SNOW & ICE CONTROL	34.30
	NORTH SOUND HOSE	HOSE ASSEMBLY	WATER DIST MAINS	76.47
129978	NORTHRUP, JENNIFER	UTILITY TAX REBATE	NON-DEPARTMENTAL	34.01
129979	NORTHWEST POLYGRAPH	POLYGRAPH DUES-KING	POLICE PATROL	75.00
129980	OCWEN LOAN SERVICING	APPLICATION FEE	GMA - STREET	350.00
129981	OFFICE DEPOT	OFFICE SUPPLIES	COMPUTER SERVICES	62.44
129982	OKELLY, ELIZABETH	UTILITY TAX REBATE	UTIL ADMIN	41.62
	OKELLY, ELIZABETH		NON-DEPARTMENTAL	59.38
	OKELLY, ELIZABETH		UTIL ADMIN	155.12
129983	OREILLY AUTO PARTS	FILTERS	ER&R	94.69
129984	OTT, ROBERT	UTILITY TAX REBATE	NON-DEPARTMENTAL	33.39
129985	PARTS STORE, THE	NOZZLE	EQUIPMENT RENTAL	12.00
	PARTS STORE, THE	PINION SEAL	EQUIPMENT RENTAL	15.06
129986	PETERSON,ROBERT&NANC	UTILITY TAX REBATE	NON-DEPARTMENTAL	105.45
129987	PITTS, KELLY	COURT CASE SUPPLY REIMBURSEMENT	POLICE TRAINING-FIREARMS	86.00
129988	POST, CINDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	42.67
129989	POSTAL SERVICE	PERMIT 80 ACCT STANDARD MAIL	RECREATION SERVICES	4,979.54
129990	PRINGLE, HARRY	UTILITY TAX REBATE	UTIL ADMIN	41.62
	PRINGLE, HARRY		NON-DEPARTMENTAL	45.60
	PRINGLE, HARRY		UTIL ADMIN	155.12
129991	PUD	ACCT #205195373	PARK & RECREATION FAC	18.71
	PUD	ACCT #202011813	PUMPING PLANT	18.90
	PUD	ACCT #200501617	TRANSPORTATION	27.05
	PUD	ACCT #202794657	TRANSPORTATION	41.17
	PUD	ACCT #202294245	SEWER LIFT STATION	47.57
	PUD	ACCT #201142155	TRANSPORTATION	47.76
	PUD	ACCT #203500020	STREET LIGHTING	56.86
	PUD	ACCT #202303301	SEWER LIFT STATION	70.81
	PUD	ACCT #202288585	TRANSPORTATION	76.77
	PUD	ACCT #200061463	PARK & RECREATION FAC	84.68
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	141.90
	PUD	ACCT #203291216	GENERAL	152.90
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	162.11
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	198.53
	PUD	ACCT #200812808	PUMPING PLANT	303.95

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129991	PUD	ACCT #200021871	COURT FACILITIES	1,174.26
	PUD	ACCT #201617479	CITY HALL	1,341.31
129992	PURDY, NEIL F	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.72
129993	RAMIREZ, CANDACE		NON-DEPARTMENTAL	83.12
129994	RAMMAGE, STEPHANIE	UB REFUND	GARBAGE	228.96
129995	REESE, CHARLES & HOL		WATER/SEWER OPERATION	50.02
129996	REZNIKOV, ALEKSEY	UTILITY TAX REBATE	NON-DEPARTMENTAL	53.71
129997	ROLLINS, COLLEEN		UTIL ADMIN	41.62
	ROLLINS, COLLEEN		NON-DEPARTMENTAL	84.22
	ROLLINS, COLLEEN		UTIL ADMIN	155.12
129998	ROY ROBINSON	WRONG TAX RATE	EQUIPMENT RENTAL	-230.09
	ROY ROBINSON		EQUIPMENT RENTAL	-206.29
	ROY ROBINSON		EQUIPMENT RENTAL	-144.93
	ROY ROBINSON		EQUIPMENT RENTAL	-70.34
	ROY ROBINSON	OIL PRESSURE SENSOR	EQUIPMENT RENTAL	70.34
	ROY ROBINSON		EQUIPMENT RENTAL	70.40
	ROY ROBINSON	LOCK ASSEMBLY	EQUIPMENT RENTAL	144.93
	ROY ROBINSON		EQUIPMENT RENTAL	145.06
	ROY ROBINSON	FAN MOTOR	EQUIPMENT RENTAL	206.29
	ROY ROBINSON		EQUIPMENT RENTAL	206.48
	ROY ROBINSON	SENSOR AND HARDWARE	EQUIPMENT RENTAL	230.09
	ROY ROBINSON		EQUIPMENT RENTAL	230.30
129999	RUSSELL, VICTORIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	62.02
130000	SAFEWAY INC.	TRAINING/HOLIDAY SUPPLIES	PERSONNEL ADMINISTRATION	21.68
	SAFEWAY INC.		EXECUTIVE ADMIN	42.08
130001	SAFEWAY INC.	SPECIAL EVENT SUPPLIES	RECREATION SERVICES	24.90
	SAFEWAY INC.		GOLF ADMINISTRATION	40.00
130002	SAFEWAY INC.	INMATE SUPPLIES	DETENTION & CORRECTION	67.65
130003	SCCFOA	MEETING 1/24/19 X 3	FINANCE-GENL	65.00
130004	SCCFOA	ANNUAL DUES	CITY CLERK	50.00
130005	SCHOOS, RONALD & RIT	UTILITY TAX REBATE	UTIL ADMIN	41.62
	SCHOOS, RONALD & RIT		NON-DEPARTMENTAL	70.11
	SCHOOS, RONALD & RIT		UTIL ADMIN	155.12
130006	SCHRAM, CONNIE & DAN		NON-DEPARTMENTAL	51.17
130007	SCOTT, ELAINE		NON-DEPARTMENTAL	23.84
130008	SEATTLE AUTOMOTIVE D	MOTOR MOUNTS	EQUIPMENT RENTAL	264.77
	SEATTLE AUTOMOTIVE D	WHEEL BEARING HUB ASSEMBLY	EQUIPMENT RENTAL	296.13
130009	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATION	4.56
	SHRED-IT US		POLICE PATROL	59.28
130010	SIX ROBBLEES INC	SAFETY FLAGS	SOLID WASTE OPERATIONS	19.39
	SIX ROBBLEES INC	HEADLAMPS	ER&R	35.03
	SIX ROBBLEES INC	CONNECTOR PLUG	ER&R	72.56
130011	SKAGGS, LYLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	96.66
130012	SMITH, BRAD	REIMBURSE K-9 EXPENSE	K9 PROGRAM	98.00
130013	SMITH, BRANDON	UB REFUND	WATER/SEWER OPERATION	91.82
130014	SMITH, LUETTA	UTILITY TAX REBATE	NON-DEPARTMENTAL	40.45
130015	SORENSEN, CARLYS		NON-DEPARTMENTAL	40.48
130016	SOUTHERN COMPUTER	CHARGER	WATER DIST MAINS	15.99
	SOUTHERN COMPUTER	USB CHARGERS	COMPUTER SERVICES	179.31
130017	STAPLES	OFFICE SUPPLIES	OPERA HOUSE	22.91
	STAPLES		PARK & RECREATION FAC	59.94
	STAPLES		PARK & RECREATION FAC	186.80
130018	STCLAIR, MAE	UTILITY TAX REBATE	NON-DEPARTMENTAL	58.64
130019	STEEN, WALTER		NON-DEPARTMENTAL	33.09
130020	STULTS, LARRY		NON-DEPARTMENTAL	108.20
130021	SWANK MOTION PICTURE	SELMA 1/21/19	OPERA HOUSE	200.00
130022	SWICK-LAFAVE, JULIE	REIMBURSE INMATE SUPPLY EXPENSE	DETENTION & CORRECTION	75.84

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130023	TOCCO, LEAH	REIMBURSE MEETING EXPENSE	EXECUTIVE ADMIN	123.29
130024	TRACY, PAUL	REFUND DANCE FEES	PARKS-RECREATION	15.00
	TRACY, PAUL		PARKS-RECREATION	25.00
	TRACY, PAUL		PARKS-RECREATION	25.00
130025	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	17.49
130026	VAIL, SUNNY APRIL	REFUND CLASS FEES	PARKS-RECREATION	50.00
130027	VANARNAM, DERRICK	UB REFUND	WATER/SEWER OPERATION	121.40
130028	VEESENMEYER, WILLIAM	UTILITY TAX REBATE	NON-DEPARTMENTAL	95.75
130029	VERIZON	WIRELESS CHARGES	CRIME PREVENTION	23.00
	VERIZON		PURCHASING/CENTRAL	23.00
	VERIZON		UTILITY BILLING	46.00
	VERIZON		PERSONNEL ADMINISTRATION	51.17
	VERIZON		LEGAL-GENL	78.50
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		EQUIPMENT RENTAL	101.55
	VERIZON		PROPERTY TASK FORCE	111.10
	VERIZON		FACILITY MAINTENANCE	111.10
	VERIZON		FINANCE-GENL	121.10
	VERIZON		RECREATION SERVICES	170.55
	VERIZON		PARK & RECREATION FAC	180.10
	VERIZON		LEGAL - PROSECUTION	186.65
	VERIZON		OFFICE OPERATIONS	203.10
	VERIZON		MUNICIPAL COURTS	246.67
	VERIZON		COMMUNITY SERVICES UNIT	262.21
	VERIZON		YOUTH SERVICES	277.75
	VERIZON		EXECUTIVE ADMIN	297.75
	VERIZON		SOLID WASTE CUSTOMER	302.56
	VERIZON		WATER SUPPLY MAINS	320.08
	VERIZON		WATER QUAL TREATMENT	349.69
	VERIZON		DETENTION & CORRECTION	356.30
	VERIZON		COMPUTER SERVICES	441.88
	VERIZON		GENERAL	465.65
	VERIZON		WASTE WATER TREATMENT	487.99
	VERIZON		COMMUNITY	519.62
	VERIZON		STORM DRAINAGE	564.17
	VERIZON		POLICE ADMINISTRATION	739.61
	VERIZON		ENGR-GENL	810.02
	VERIZON		POLICE INVESTIGATION	853.03
	VERIZON		UTIL ADMIN	2,128.03
	VERIZON		POLICE PATROL	4,895.92
130030	WABO	EMPLOYMENT AD	COMMUNITY	50.00
130031	WALTER E NELSON CO.	JANITORIAL SUPPLIES	OPERA HOUSE	751.38
130032	WESTERN TRUCK	CONNECTORS	ER&R	282.65
130033	WILSON, TERESA	UTILITY TAX REBATE	NON-DEPARTMENTAL	38.99
	WILSON, TERESA		UTIL ADMIN	155.12
130034	WOODBURY, VIOLET		NON-DEPARTMENTAL	26.07
130035	YINGLING, PEGGY L		UTIL ADMIN	41.62
	YINGLING, PEGGY L		NON-DEPARTMENTAL	52.80
	YINGLING, PEGGY L		UTIL ADMIN	155.12
130036	YOUNG, IRWIN & ANNA	UB REFUND	WATER/SEWER OPERATION	470.74

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TIME: 1:18:40PM

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FOR INVOICES FROM 1/18/2019 TO 1/23/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u><u>347,807.62</u></u>

REASON FOR VOIDS:

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

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 11, 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 30, 2019 claims in the amount of \$232,261.79 paid by EFT transactions and Check No.'s 130037 through 130104 with Check No's 129953 & 129985 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 **\$232,261.79 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 130037 THROUGH 130104 WITH CHECK NO.'S 129953 & 129985 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 **11th DAY OF FEBRUARY 2019.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/24/2019 TO 1/30/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
130037	REVENUE, DEPT OF	TAXES-DEC 2018	COMMUNITY DEVELOPMENT-	0.96
	REVENUE, DEPT OF		POLICE ADMINISTRATION	37.43
	REVENUE, DEPT OF		RECREATION SERVICES	50.09
	REVENUE, DEPT OF		GOLF ADMINISTRATION	145.16
	REVENUE, DEPT OF		GENERAL FUND	354.40
	REVENUE, DEPT OF		ER&R	686.21
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,589.30
	REVENUE, DEPT OF		GOLF COURSE	2,755.78
	REVENUE, DEPT OF		STORM DRAINAGE	6,351.72
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	31,776.80
	REVENUE, DEPT OF		UTIL ADMIN	65,626.27
130038	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-CHRISMAN	PARK & RECREATION FAC	33.00
	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-PHELPS	PARK & RECREATION FAC	33.00
	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-ROTH	PARK & RECREATION FAC	33.00
	AGRICULTURE, DEPT OF	PESTICIDE LICENSE RENEWAL-SZECHENYI	PARK & RECREATION FAC	33.00
130039	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	57.55
	ARAMARK UNIFORM		OPERA HOUSE	103.53
130040	ASSOC OF SHERIFFS	DUES-SMITH	POLICE ADMINISTRATION	365.00
130041	BANK OF AMERICA	SUPPLY REIMBURSEMENT	RECREATION SERVICES	7.63
	BANK OF AMERICA		PARK & RECREATION FAC	120.50
130042	BARKER, ROCHELLE	REIMBURSE OFFICE SUPPLY EXPENSE	LEGAL - PROSECUTION	29.47
130043	BENDER, JAMES	UTILITY TAX REBATE	NON-DEPARTMENTAL	172.08
130044	BRYANT, ANTONIA		NON-DEPARTMENTAL	53.71
130045	CECSARINI, MARY		NON-DEPARTMENTAL	52.00
130046	COLE, CHARLES		NON-DEPARTMENTAL	60.98
130047	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	286.23
130048	COOP SUPPLY	LADDER TREAD	PARK & RECREATION FAC	14.19
130049	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	COMMUNITY CENTER	89.59
	COPIERS NORTHWEST		WASTE WATER TREATMENT F	131.50
	COPIERS NORTHWEST		PROBATION	166.74
	COPIERS NORTHWEST		UTILITY BILLING	171.44
	COPIERS NORTHWEST		CITY CLERK	191.22
	COPIERS NORTHWEST		FINANCE-GENL	191.22
	COPIERS NORTHWEST		GENERAL SERVICES - OVERH	234.80
	COPIERS NORTHWEST		POLICE INVESTIGATION	367.79
	COPIERS NORTHWEST		ENGR-GENL	480.86
	COPIERS NORTHWEST		MUNICIPAL COURTS	511.25
	COPIERS NORTHWEST		DETENTION & CORRECTION	566.15
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATIO	599.93
	COPIERS NORTHWEST		PARK & RECREATION FAC	784.70
	COPIERS NORTHWEST		UTIL ADMIN	1,031.03
	COPIERS NORTHWEST		LEGAL - PROSECUTION	1,257.40
	COPIERS NORTHWEST		COMMUNITY DEVELOPMENT-	1,261.53
	COPIERS NORTHWEST		EXECUTIVE ADMIN	1,310.16
	COPIERS NORTHWEST		OFFICE OPERATIONS	2,232.64
130050	CULP, KATHLEEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	52.61
130051	D R HORTON	UB REFUND	WATER/SEWER OPERATION	58.92
130052	DAY WIRELESS SYSTEMS	BATTERIES	POLICE PATROL	3,299.45
130053	DEFENDERS - PERMITS	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
130054	DELL	LAPTOP	IS REPLACEMENT ACCOUNTS	3,035.92
130055	DEXTER, SARA ANN	UTILITY TAX REBATE	UTIL ADMIN	41.62
	DEXTER, SARA ANN		NON-DEPARTMENTAL	52.08
	DEXTER, SARA ANN		UTIL ADMIN	155.12
130056	DYER, ROBERT L	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	863.00
130057	E&E LUMBER	BATTERIES	PARK & RECREATION FAC	15.71
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	18.32
	E&E LUMBER		PARK & RECREATION FAC	25.15
	E&E LUMBER	QUICK LINK	PARK & RECREATION FAC	60.72
	E&E LUMBER	HOSE	PARK & RECREATION FAC	68.13
	E&E LUMBER	LUMBER AND FASTENERS	PARK & RECREATION FAC	100.42
	E&E LUMBER	FIREBLOCK SEALANT	OPERA HOUSE	309.93

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/24/2019 TO 1/30/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
130057	E&E LUMBER	LUMBER AND FASTENERS	PARK & RECREATION FAC	461.39
	E&E LUMBER	SMALL TOOLS	PARK & RECREATION FAC	500.05
130058	ELLINGSON, DAVID	ENTERTAINMENT 2/12/19	OPERA HOUSE	100.00
130059	ELLIOTT, SHERRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	52.96
130060	FITZSIMONS, SEAN	DANCE REFUND	PARKS-RECREATION	25.00
130061	FRAZIER, RALPH	UTILITY TAX REBATE	NON-DEPARTMENTAL	84.61
130062	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	51.66
	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	57.45
	FRONTIER COMMUNICATI	ACCT #36065836350725085	COMMUNITY DEVELOPMENT-	57.63
	FRONTIER COMMUNICATI		UTIL ADMIN	57.64
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	70.48
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	83.44
	FRONTIER COMMUNICATI	ACCT #36065885751214185	STORM DRAINAGE	196.34
130063	GODBY, STEPHEN & DEB	UB REFUND	WATER/SEWER OPERATION	142.87
130064	GOVCONNECTION INC	MEMORY CARDS	WATER FILTRATION PLANT	83.97
130065	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
130066	HEISE, STEPHANIE	REFUND RENTAL FEES	PARKS-RECREATION	65.00
130067	HILL, MARIE	UB REFUND	WATER/SEWER OPERATION	39.07
130068	KEY BANK	BANK ANALYSIS FEE	UTIL ADMIN	2,167.40
	KEY BANK		NON-DEPARTMENTAL	2,167.40
130069	LAGADINOS, JENNIFER	UB REFUND	WATER/SEWER OPERATION	25.55
130070	LOOP, DIANE		WATER/SEWER OPERATION	55.76
130071	LOWES HIW INC	HEATER	PARK & RECREATION FAC	309.90
130072	MARTIN, DICK	UB REFUND	WATER/SEWER OPERATION	41.83
	MARTIN, DICK		WATER/SEWER OPERATION	271.91
130073	MARYSVILLE PRINTING	ROUTE PAPER AND BUSINESS CARDS	SOLID WASTE OPERATIONS	90.13
	MARYSVILLE PRINTING		UTILITY BILLING	106.34
	MARYSVILLE PRINTING	OPERA HOUSE FLYERS	OPERA HOUSE	171.44
130074	MARYSVILLE ROTARY	ROTARY DUES	POLICE ADMINISTRATION	525.00
130075	MORENO, ALFONSO	APPRAISAL REIMBURSEMENT	GMA - STREET	750.00
130076	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	1,483.68
130077	NORDHOLM PROPERTIES	UB REFUND	WATER/SEWER OPERATION	1,510.37
130078	OBERLANDER, AUDREY	UTILITY TAX REBATE	UTIL ADMIN	41.62
	OBERLANDER, AUDREY		NON-DEPARTMENTAL	68.03
	OBERLANDER, AUDREY		UTIL ADMIN	155.12
130079	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	13.09
	OFFICE DEPOT		COMPUTER SERVICES	31.88
	OFFICE DEPOT		COMPUTER SERVICES	109.99
	OFFICE DEPOT		UTILITY BILLING	290.97
130080	PACIFIC POWER BATTER	CHARGER	POLICE PATROL	32.47
130081	PARTS STORE, THE	NOZZLE	EQUIPMENT RENTAL	12.00
	PARTS STORE, THE	PINION SEAL	EQUIPMENT RENTAL	15.06
	PARTS STORE, THE	NOZZLES	EQUIPMENT RENTAL	60.01
130082	PEDERSON, PAUL	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.67
	PEDERSON, PAUL		UTIL ADMIN	41.62
	PEDERSON, PAUL		UTIL ADMIN	155.12
130083	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	2.51
	PGC INTERBAY LLC		PRO-SHOP	29.77
	PGC INTERBAY LLC		PRO-SHOP	36.29
	PGC INTERBAY LLC		PRO-SHOP	106.82
	PGC INTERBAY LLC		MAINTENANCE	198.00
	PGC INTERBAY LLC		MAINTENANCE	259.16
	PGC INTERBAY LLC		MAINTENANCE	447.99
	PGC INTERBAY LLC		PRO-SHOP	690.15
	PGC INTERBAY LLC		PRO-SHOP	700.00
	PGC INTERBAY LLC		PRO-SHOP	968.02

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/24/2019 TO 1/30/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
130083	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	1,636.17
	PGC INTERBAY LLC		MAINTENANCE	2,063.08
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	5,736.74
	PGC INTERBAY LLC		MAINTENANCE	8,581.01
130084	PICK OF THE LITTER	GRAPHIC DESIGN AND BANNER	OPERA HOUSE	262.25
130085	PILCHUCK RENTALS	LINE HEADS	PARK & RECREATION FAC	166.79
130086	PLATT ELECTRIC	LED LIGHT	PARK & RECREATION FAC	45.37
	PLATT ELECTRIC	BULBS	PARK & RECREATION FAC	102.72
	PLATT ELECTRIC	LED LIGHT	PARK & RECREATION FAC	544.47
130087	PUD	ACCT #205136245	SEWER LIFT STATION	16.96
	PUD	ACCT #202461034	UTIL ADMIN	17.28
	PUD	ACCT #202031134	PUMPING PLANT	18.32
	PUD	ACCT #202461026	MAINT OF GENL PLANT	19.84
	PUD	ACCT #200973956	SEWER LIFT STATION	23.45
	PUD	ACCT #203569751	STORM DRAINAGE	25.53
	PUD	ACCT #200448801	TRANSPORTATION MANAGEM	53.16
	PUD	ACCT #203430897	STREET LIGHTING	60.46
	PUD	ACCT #202524690	PUMPING PLANT	77.45
	PUD	ACCT #220681340	STORM DRAINAGE	97.11
	PUD	ACCT #221115934	MAINT OF GENL PLANT	108.13
	PUD	ACCT #201628880	WASTE WATER TREATMENT F	143.71
	PUD	ACCT #200223857	PARK & RECREATION FAC	213.38
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	228.17
	PUD	ACCT #222025900	PUMPING PLANT	259.51
	PUD	ACCT #201225067	PARK & RECREATION FAC	272.77
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	309.04
	PUD	ACCT #200625382	SEWER LIFT STATION	373.44
	PUD	ACCT #201247699	STREET LIGHTING	387.53
	PUD	ACCT #201587284	WASTE WATER TREATMENT F	487.81
	PUD	ACCT #201675634	WASTE WATER TREATMENT F	499.20
	PUD	ACCT #220824148	WASTE WATER TREATMENT F	605.62
	PUD	ACCT #201147253	PUMPING PLANT	763.97
	PUD	ACCT #202177333	MAINT OF GENL PLANT	909.26
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,489.29
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,492.64
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,499.74
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,417.04
	PUD	ACCT #201577921	PUMPING PLANT	5,251.56
	PUD	ACCT #201420635	WASTE WATER TREATMENT F	10,892.62
	PUD	ACCT #202075008	WASTE WATER TREATMENT F	10,999.71
	PUD	ACCT #201721180	WASTE WATER TREATMENT F	18,987.66
130088	REYNOLDS, RYAN	REFUND INSPECTION FEES	WATER-UTILITIES/ENVIRONM	20.00
	REYNOLDS, RYAN		SEWER-UTILITIES/ENVIRONM	100.00
130089	RGN CONSTRUCTION	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	65.00
130090	SHEARER, PETER & VER	UB REFUND	WATER/SEWER OPERATION	131.40
130091	SIGMAN, MICHAEL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	402.00
130092	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	613.87
130093	STALHAM, SHERRY S	UB REFUND	WATER/SEWER OPERATION	59.91
130094	STAPLES	OFFICE SUPPLIES	OPERA HOUSE	150.59
130095	SUBURBAN PROPANE	PROPANE CHARGES	PARK & RECREATION FAC	1,266.89
130096	SUPERIOR PRINTING	DEPOSIT BAGS AND SLIPS	GENERAL FUND	-41.15
	SUPERIOR PRINTING		FINANCE-GENL	488.40
130097	SUTTON, GRADY	UTILITY TAX REBATE	NON-DEPARTMENTAL	114.87
130098	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	32.89
130099	VICKERS, MARIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	123.29
130100	WASHINGTON STATE UNV	PESTICIDE RECERT-CHRISMAN	PARK & RECREATION FAC	120.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-ROTH	PARK & RECREATION FAC	120.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-SZECHENYI	PARK & RECREATION FAC	120.00
130101	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	177.21
	WAXIE SANITARY SUPPL		PARK & RECREATION FAC	299.95
130102	WEITZEL, JANET	UTILITY TAX REBATE	NON-DEPARTMENTAL	47.79

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 1/24/2019 TO 1/30/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
130103	WHITE CAP CONSTRUCT	SAFETY GEAR	PARK & RECREATION FAC	163.53
130104	WINTER, BEVERLY	UTILITY TAX REBATE	UTIL ADMIN	41.62
	WINTER, BEVERLY		NON-DEPARTMENTAL	45.55
	WINTER, BEVERLY		UTIL ADMIN	155.12
WARRANT TOTAL:				<u>232,348.86</u>
			CHECK #129953	WRONG VENDOR (60.01)
			CHECK #129985	INITIATOR ERROR (27.06)
				<u>232,261.79</u>

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

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 11, 2019

AGENDA ITEM:	
Public Hearing to consider vacation of public rights-of-way for construction of the Civic Campus.	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Holland, Planning Manager	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. MMC Chapter 12.32, <i>Vacation of Streets and Alleys</i> 2. Resolution 2457 3. Vacation Ordinance 	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Marysville City Council approved Ordinance 2457 initiating vacation of public rights-of-way, waiving compensation for the vacated rights-of-way in accordance with MMC 12.32.020 and establishing February 11, 2019 at 7:00 PM as the time for a public hearing.

The rights-of-way proposed to be vacated include an alleyway located between 5th & 6th Street, west of Delta Avenue and east of the BNSF railway, 6th Street, west of Delta Avenue and east of the BNSF railway, the alleyway located between 6th Street and 7th Street, west of Delta Avenue and east of the BNSF railway, 7th Street, west of Delta Avenue and east of the BNSF railway and the alleyway located between 7th and 8th Street, west of Delta avenue and east of the BNSF railway,.

The purpose of vacating the rights-of-way is for future construction of a municipal jail, public safety, court and administration building, known as the Civic Campus.

RECOMMENDED ACTION:
Approve the Ordinance vacating the rights-of-way for future construction of the Civic Campus and waive compensation in accordance with MMC 12.32.020.

Chapter 12.32 VACATION OF STREETS AND ALLEYS

Sections:

12.32.010	Petition – Filing.
12.32.020	Petition – Scheduling for public hearing – Compensation for vacated area.
12.32.030	Notice of public hearing.
12.32.040	Survey requirements.
12.32.050	Appraisal.
12.32.060	Criteria for council decision.
12.32.070	Authorized by ordinance.
12.32.080	Notice to auditor and assessor.
12.32.090	Use of proceeds of vacation.

12.32.010 Petition – Filing.

The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the city council for the vacation of such street or alley, or any part thereof, in the manner provided in this chapter and pursuant to Chapter [35.79](#) RCW, or the city council may itself initiate, by resolution, such vacation procedure. The petition shall be on such form as may be prescribed by the city and shall contain a full and correct description of the property sought to be vacated. A petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated.

The petition shall be filed with the city clerk, and the petitioners shall pay fees as set forth in MMC [14.07.005](#). (Ord. 2106 § 9, 1996; Ord. 1271, 1983; Ord. 948 § 1, 1977).

12.32.020 Petition – Scheduling for public hearing – Compensation for vacated area.

(1) Upon receiving a petition or the vacation of a city street or alley, the city clerk shall place the matter upon the agenda of the city council at a regular meeting to be held not fewer than 10, nor more than 30 days, from the date the petition is filed with the city clerk. The city clerk shall notify the petitioners in writing of the date the matter shall come before the city council. The city clerk shall then notify the city engineer and the compliance officer/planner of the petition and the date when the matter will be before the city council, and said officials shall prepare reports relating to the same.

(2) The city council may require the petitioners to compensate the city of Marysville:

(a) Where the street or alley has been part of a dedicated public right-of-way for 25 years or more, an amount that does not exceed the full appraised value of the area vacated;

(b) Where the street or alley has not been part of a dedicated public right-of-way for 25 years or more an amount which equals one-half of the appraised value of the area vacated.

When the vacation is initiated by the city of Marysville, or the city council deems it in the best interest of the city of Marysville, the council may waive all or any portion of such compensation. At the time the city council initially has the petition before it in order to set the matter for public hearing by resolution, the city council shall consider the reports of the city engineer and/or the city planner shall determine whether or not it will require that the city be compensated as a condition of the vacation.

(3) The city council shall, by resolution, fix the time for the hearing of such petition, which time shall not be more than 60 days, nor fewer than 20 days after the passage of such resolution. (Ord. 2396 § 1, 2001; Ord. 948 § 2, 1977).

12.32.030 Notice of public hearing.

(1) On the passage of the resolution provided for in MMC [12.32.020](#), the city clerk shall give 20 days' notice of the pendency of the petition by a written notice posted in three of the most public places in the city and a like notice in conspicuous place on the street or alley sought to be vacated. The notice shall contain a statement that a petition has been filed to vacate the street or alley described in the notice, together with a statement of the time and place fixed for the hearing of the petition.

(2) In all cases where the proceeding is initiated by resolution of the city without a petition having been signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated, in addition to notice required in subsection (1) of this section, there shall be given by mail, at least 15 days before the date fixed for the hearing, a similar notice to the owners or reputed owners of all lots, tracts or parcels of land or other property abutting upon any street or alley, or any part thereof, sought to be vacated, as shown on the rolls of the county treasurer, directed to the addresses thereon shown. Failure to send notice by mail to any such property owner where the current address of such property owner is not a matter of public record shall not invalidate any proceedings in connection with the proposed street vacation. (Ord. 948 § 3, 1977).

12.32.040 Survey requirements.

It shall be the duty of the city engineer to determine whether or not the location and legal description of the street or alley proposed for vacation are sufficiently known to the city so that an accurate legal description of the proposed vacation can be known with certainty. If the city engineer determines that these matters are not known or are not accurately known, then the city shall notify the petitioners of the necessity of having an accurate, professional survey of the property proposed for vacation within the boundaries of the proposed vacation marked upon the ground with an accurate legal description of the proposed vacation to be furnished to the city. The city shall not proceed further upon the vacation petition until such a survey has been done and legal description has been received. (Ord. 948 § 4, 1977).

12.32.050 Appraisal.

In all cases where the city council requires compensation for the vacated right-of-way, an appraisal of the right-of-way proposed for vacation shall be made by one or more of the following methods:

(1) The assessed value of comparable abutting property shall be obtained from the records of the Snohomish County assessor. The average of said values, on a square foot basis, shall be applied to the right-of-way which is proposed for vacation.

(2) The petitioner shall be required to submit a report of a professional appraiser to the city, stating the fair market value of the right-of-way proposed for vacation.

(3) The city shall obtain a report from one or more professional appraisers stating the fair market value of the right-of-way proposed for vacation. The cost of said report or reports shall be paid by the petitioner prior to the time of the public hearing. (Ord. 2321 § 1, 2000; Ord. 1170, 1981; Ord. 948 § 5, 1977).

12.32.060 Criteria for council decision.

(1) The city council shall not vacate any street, alley or any parts thereof if any portion thereof abuts any body of salt or fresh water unless such vacation is sought to enable the city or state to acquire the property for port purposes, boat moorage or launching sites, park, viewpoint, recreational or educational purposes or other public uses. This provision shall not apply to industrial-zoned property.

(2) The city council shall use the following criteria for deciding upon the petition:

(a) The vacation will provide a public benefit, and/or will be for a public purpose;

- (b) The right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole;
 - (c) The public need shall not be adversely affected;
 - (d) The right-of-way is not contemplated or needed for future public use;
 - (e) No abutting owner will become landlocked or his access will not be substantially impaired; i.e., there must be an alternative mode of ingress and egress, even if less convenient; provided that the city council may, at the time of its public hearing, determine that the city may retain an easement or right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services.
- (3) The city council will, at the time of the public hearing, determine the amount of compensation to be paid to the city by the petitioners as a condition of the vacation, which amount shall not exceed one-half of the appraised value of the area to be vacated; except, that in the event the subject property or portions thereof were acquired at public expense, the city may require compensation in an amount equal to the full appraised value of the area to be vacated. (Ord. 1452, 1986; Ord. 948 § 6, 1977).

12.32.070 Authorized by ordinance.

If the city council determines to grant the petition provided for in MMC [12.32.010](#), or any part thereof, the council shall authorize by ordinance the vacation of such street or alley, or any part thereof. Such ordinance may provide for the retention by the city of all easements or rights in respect to the vacated land for the construction or repair and maintenance of public utilities and services. If the city council determines that compensation shall be paid as a condition of the vacation, then the ordinance shall not be published or become effective until the compensation has been paid by the petitioners. (Ord. 948 § 7, 1977).

12.32.080 Notice to auditor and assessor.

A certified copy of the ordinance vacating any street or alley, or part thereof, shall be filed by the city clerk with the Snohomish County auditor's office and with the Snohomish County assessor's office. (Ord. 948 § 8, 1977).

12.32.090 Use of proceeds of vacation.

One-half of the revenue received by the city as compensation for area vacated, under this chapter, shall be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the city. (Ord. 2396 § 2, 2001).

CITY OF MARYSVILLE
Marysville, Washington
RESOLUTION NO. 2457

A RESOLUTION OF THE CITY OF MARYSVILLE ESTABLISHING FEBRUARY 11, 2019 AS THE DATE OF A PUBLIC HEARING BEFORE THE MARYSVILLE CITY COUNCIL TO CONSIDER VACATION OF (1) AN ALLEYWAY LOCATED BETWEEN 5th & 6th STREET, WEST OF DELTA AVENUE AND EAST OF THE BNSF RAILWAY; (2) 6th STREET, WEST OF DELTA AVENUE AND EAST OF THE BNSF RAILWAY; (3) THE ALLEYWAY LOCATED BETWEEN 6th STREET AND 7th STREET, WEST OF DELTA AVENUE AND EAST OF THE BNSF RAILWAY; (4) 7th STREET, WEST OF DELTA AVENUE AND EAST OF THE BNSF RAILWAY; AND (5) THE ALLEYWAY LOCATED BETWEEN 7th AND 8th STREET, WEST OF DELTA AVENUE AND EAST OF THE BNSF RAILWAY; AND TO CONSIDER WAIVING COMPENSATION FOR SAID VACATION.

WHEREAS, the City of Marysville desires to vacate: (1) an alleyway located between 5th & 6th Street, west of Delta Avenue and east of the BNSF railway; (2) 6th Street, west of Delta Avenue and east of the BNSF railway; (3) the alleyway located between 6th Street and 7th Street, west of Delta Avenue and east of the BNSF railway; (4) 7th Street, west of Delta Avenue and east of the BNSF railway; and (5) the alleyway located between 7th and 8th Street, west of Delta Avenue and east of the BNSF railway. These five vacations are legally described in **Exhibit A**, and depicted in **Exhibit B**, attached hereto (collectively, the "Rights-of-Way"); and

WHEREAS, the City of Marysville and BNSF Railway Company are the owners of all the real estate abutting the Rights-of-Way; and

WHEREAS, the purpose of vacation of the Rights-of-Way is for the construction of a municipal jail, public safety, court, and administration building (known as the Civic Campus), which is intended to be located where the Rights-of-Way are located; and

WHEREAS, the vacation of the Rights-of-Way will improve the public health, safety, and welfare of the residents of the City of Marysville by making possible the construction of the Civic Campus; and

WHEREAS, MMC 12.32.010 and RCW 35.79.010 authorize the Council to initiate vacation procedures by resolution; and

WHEREAS, MMC 12.32.020 provides that, when a street/alleyway vacation is initiated by the City, the Council may waive all or any portion of compensation that the City would receive from the vacation; and

WHEREAS, MMC 12.32.020 further provides that the Council will consider the reports of the City Engineer and City Planner in determining whether compensation will be required as a condition of the vacation; and

WHEREAS, the City Engineer and Community Development Director have recommended the Council waive all compensation for the vacation of the Rights-of-Way; and

WHEREAS, the Council has determined that it is in the best interests of the City to waive all compensation for the vacation of the Rights-of-Way; and

WHEREAS, the Council desires to initiate vacation procedures for the Rights-of-Way; NOW, THEREFORE

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

Section 1. February 11, 2019 at 7:00 PM is established as the time for a public hearing before the City Council of the City of Marysville at the Marysville City Hall to consider the vacation of the Rights-of-Way.

Section 2. The City Clerk is instructed to proceed with all proper notice as required by state law and the municipal code of the City of Marysville.

Section 3. The Council, having considered the recommendation of the City Engineer and the Community Development Director, waives all compensation for the vacated Rights-of-Way.

Section 4. The Council has determined that the vacation of the Rights-of-Way would satisfy the criteria contained in MMC 12.32.060, specifically:

- (a) The vacation will provide a public benefit, allowing construction of a municipal jail, public safety, court and administration building, known as the Civic Campus;
- (b) The vacation will not adversely affect the street pattern or circulation of the immediate area of the community as a whole;
- (c) The public need will not be adversely affected;
- (d) The Rights-of-Way are not contemplated or needed for future public use; and
- (e) No abutting owner will become landlocked or have their access substantially impaired.

PASSED by the City Council and APPROVED by the Mayor this 14 day of January, 2019.

CITY OF MARYSVILLE

By:



JON NEHRING, MAYOR

Attest:

By:


TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By: 
CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

EXHIBIT A**VACATION OF STREET AND ALLEY RIGHTS-OF-WAY****LEGAL DESCRIPTIONS****VACATION #1**

That portion of dedicated ALLEY located in Block 6, S.W. Sisco Addition to Marysville, Washington, according to the plat thereof recorded in Volume 2 of Plats, page 37, as amended by the Corrected Plat of Sisco's Addition to Marysville, Washington, according to the plat thereof recorded in Volume 6 of Plats, page 37, Records of Snohomish County, Washington, lying easterly of the northerly extension of the west line of Lot 3, Block 6, and lying westerly of a line drawn from the southeast corner of Lot 16, Block 6 to the northeast corner of Lot 1, Block 6 of said S.W. Sisco Addition and Correction Plat thereof.

VACATION #2

That portion of dedicated 6TH STREET located between Block 1 and Block 6, S.W. Sisco Addition to Marysville, Washington, according to the plat thereof recorded in Volume 2 of Plats, page 37, as amended by the Corrected Plat of Sisco's Addition to Marysville, Washington, according to the plat thereof recorded in Volume 6 of Plats, page 37, Records of Snohomish County, Washington, lying easterly of a line 25.00 feet easterly of, as measured perpendicular to and parallel with, the centerline of the main track of the Burlington Northern Santa Fe Railroad, and lying westerly of a line drawn from the southeast corner of Lot 1, Block 1 to the northeast corner of Lot 16, Block 6 of said S.W. Sisco Addition and Correction Plat thereof.

VACATION #3

That portion of dedicated ALLEY located between Block 1, S.W. Sisco Addition to Marysville, Washington, according to the plat thereof recorded in Volume 2 of Plats, page 37, as amended by the Corrected Plat of Sisco's Addition to Marysville, Washington, according to the plat thereof recorded in Volume 6 of Plats, page 37, Records of Snohomish County, Washington, and Block 2, The Morgan Addition to Marysville, Washington, according to the plat thereof recorded in Volume 2 of Plats, page 43, Records of Snohomish County, Washington lying easterly of a line 25.00 feet easterly of, as measured perpendicular to and parallel with, the centerline of the main track of the Burlington Northern Santa Fe Railroad, and lying westerly of the northerly extension of the east line of Lot 1, Block 1, said S.W. Sisco Addition and Correction Plat thereof.

EXHIBIT A

VACATION #4

That portion of dedicated 7TH STREET located between Block 1 and Block 2, The Morgan Addition to Marysville, Washington, according to the plat thereof recorded in Volume 2 of Plats, page 43, Records of Snohomish County, Washington, lying easterly of a line 25.00 feet easterly of, as measured perpendicular to and parallel with, the centerline of the main track of the Burlington Northern Santa Fe Railroad, and lying westerly of a line drawn from the southeast corner of Lot 18, Block 1 to the northeast corner of Lot 1, Block 2 of said Morgan Addition.

VACATION #5

That portion of dedicated ALLEY located in Block 1, The Morgan Addition to Marysville, Washington, according to the plat thereof recorded in Volume 2 of Plats, page 43, Records of Snohomish County, Washington, lying easterly of a line 25.00 feet easterly of, as measured perpendicular to and parallel with, the centerline of the main track of the Burlington Northern Santa Fe Railroad, and lying westerly of a line drawn from the southeast corner of Lot 1, Block 1 to the northeast corner of Lot 18, Block 1 of said Morgan Addition.

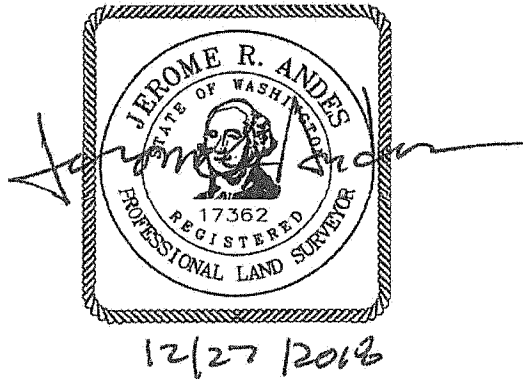
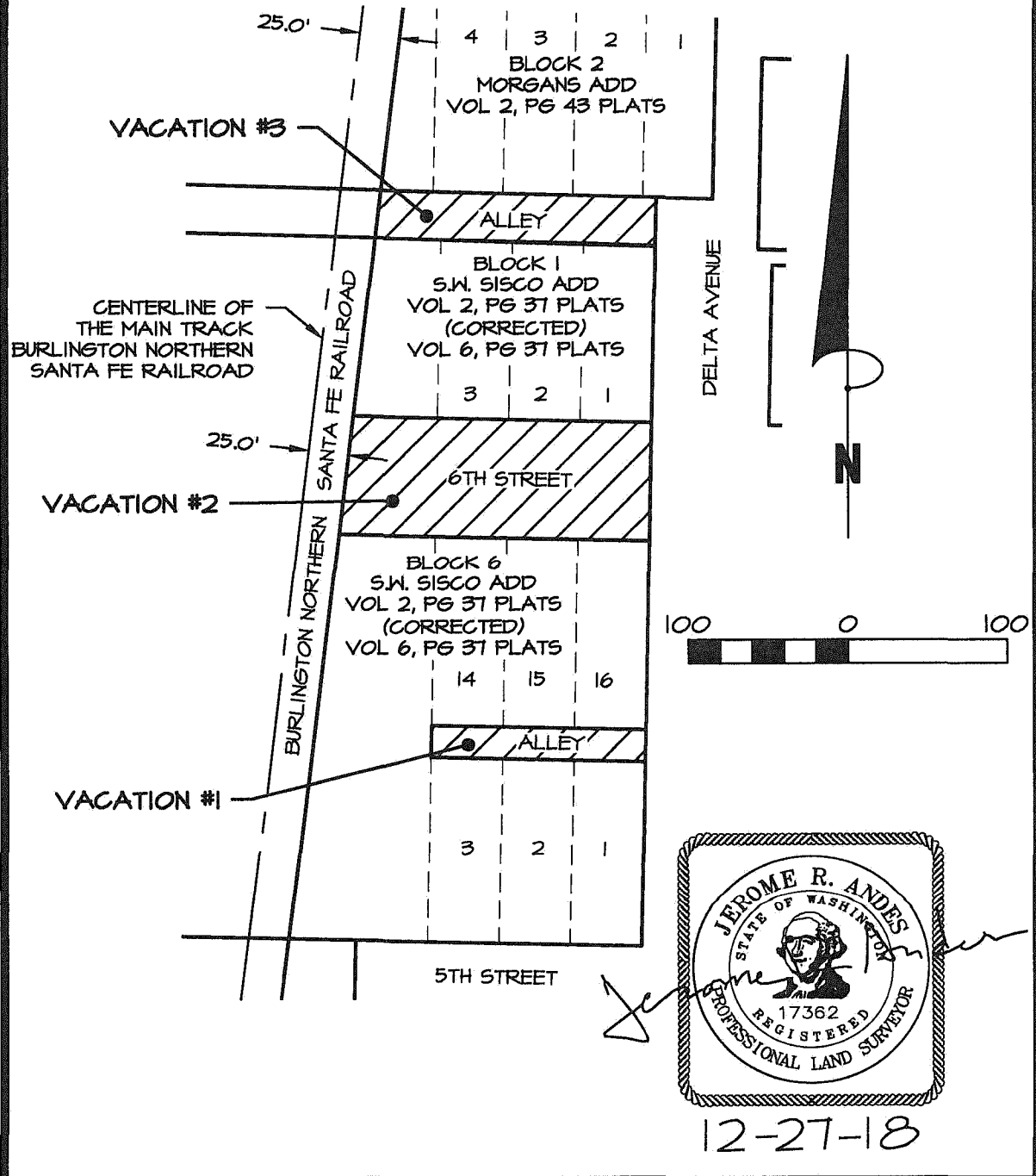
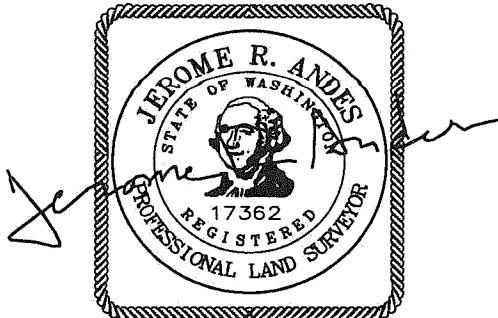
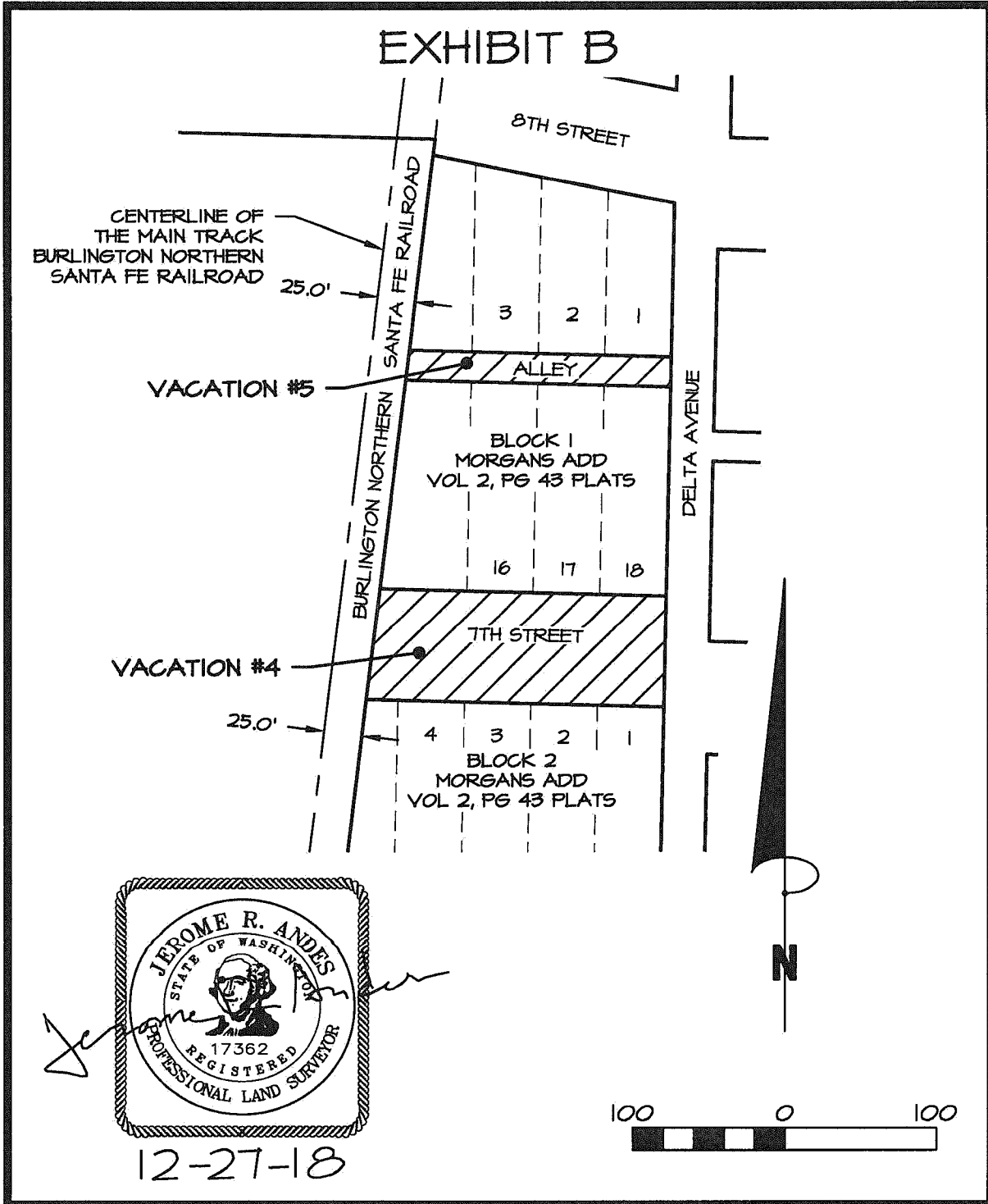


EXHIBIT B



 <p>ANDES LAND SURVEYING, P.S.</p>	<p>1523 TENTH ST, MARYSVILLE, WA 98270 PHONE: 360-659-6639</p>	<p>CITY OF MARYSVILLE VACATION OF STREET & ALLEY RIGHTS-OF-WAY S.W.1/4 SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.</p>
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12-27-18

 <p>ANDES LAND SURVEYING, P.S.</p>	<p>1523 TENTH ST, MARYSVILLE, WA 98270 PHONE: 360-659-6639</p>	<p>CITY OF MARYSVILLE VACATION OF STREET & ALLEY RIGHTS-OF-WAY S.W.1/4 SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.</p>
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CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE VACATING (1) AN ALLEYWAY LOCATED BETWEEN 5th & 6th STREET, WEST OF DELTA AVENUE AND EAST OF THE BNSF RAILWAY; (2) 6th STREET, WEST OF DELTA AVENUE AND EAST OF THE BNSF RAILWAY; (3) THE ALLEYWAY LOCATED BETWEEN 6th STREET AND 7th STREET, WEST OF DELTA AVENUE AND EAST OF THE BNSF RAILWAY; (4) 7th STREET, WEST OF DELTA AVENUE AND EAST OF THE BNSF RAILWAY; AND (5) THE ALLEYWAY LOCATED BETWEEN 7th AND 8th STREET, WEST OF DELTA AVENUE AND EAST OF THE BNSF RAILWAY IN THE CITY OF MARYSVILLE, WASHINGTON.

WHEREAS, the Marysville City Council passed Resolution 2457 on January 14, 2019, which initiated vacation procedures for (1) an alleyway located between 5th & 6th Street, west of Delta Avenue and east of the BNSF railway; (2) 6th Street, west of Delta Avenue and east of the BNSF railway; (3) the alleyway located between 6th Street and 7th Street, west of Delta Avenue and east of the BNSF railway; (4) 7th Street, west of Delta Avenue and east of the BNSF railway; and (5) the alleyway located between 7th and 8th Street, west of Delta avenue and east of the BNSF railway. These five vacations are legally described in **Exhibit A** and depicted in **Exhibit B**, attached hereto, and are collectively referred to as the "Rights-of-Way"; and

WHEREAS, Resolution 2457 set a public hearing date of February 11, 2019 to consider the vacation of the Rights-of-Way, and proper notice was posted and mailed to all required parties pursuant to MMC 12.32.030; and

WHEREAS, a public hearing was held before the Marysville City Council on February 11, 2019 to consider vacation of the Rights-of-Way; and

WHEREAS, the City Engineer and Community Development Director recommended that the Council waive all compensation for the vacation of the Rights-of-Way; and

WHEREAS, the Marysville City Council has determined that it is in the best interests of the City to waive all compensation for the vacation of the Rights-of-Way; and

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

(a) The vacation will provide a public benefit, allowing construction of a municipal jail, public safety, court and administration building, known as the Civic Campus;

(b) The vacation will not adversely affect the street pattern or circulation of the immediate area of the community as a whole;

(c) The public need will not be adversely affected;

(d) The Rights-of-Way are not contemplated or needed for future public use; and

(e) No abutting owner will become landlocked or have their access substantially impaired.

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

Section 1. The Rights-of-Way legally described in **Exhibit A**, and depicted in **Exhibit B**, attached hereto, are hereby vacated and all compensation is waived in accordance with MMC 12.32.020.

Section 2. This ordinance and the vacation of the Rights-of-Way legally described in **Exhibit A**, and depicted in **Exhibit B**, attached hereto, shall become effective five (5) days after publication of this ordinance and recording by the City of a certified copy of the same in the records of the Snohomish County Auditor.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2019.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

VACATION OF STREET AND ALLEY RIGHTS-OF-WAY**LEGAL DESCRIPTIONS****VACATION #1**

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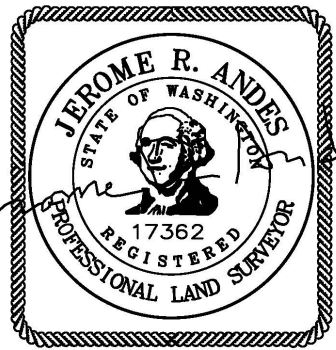
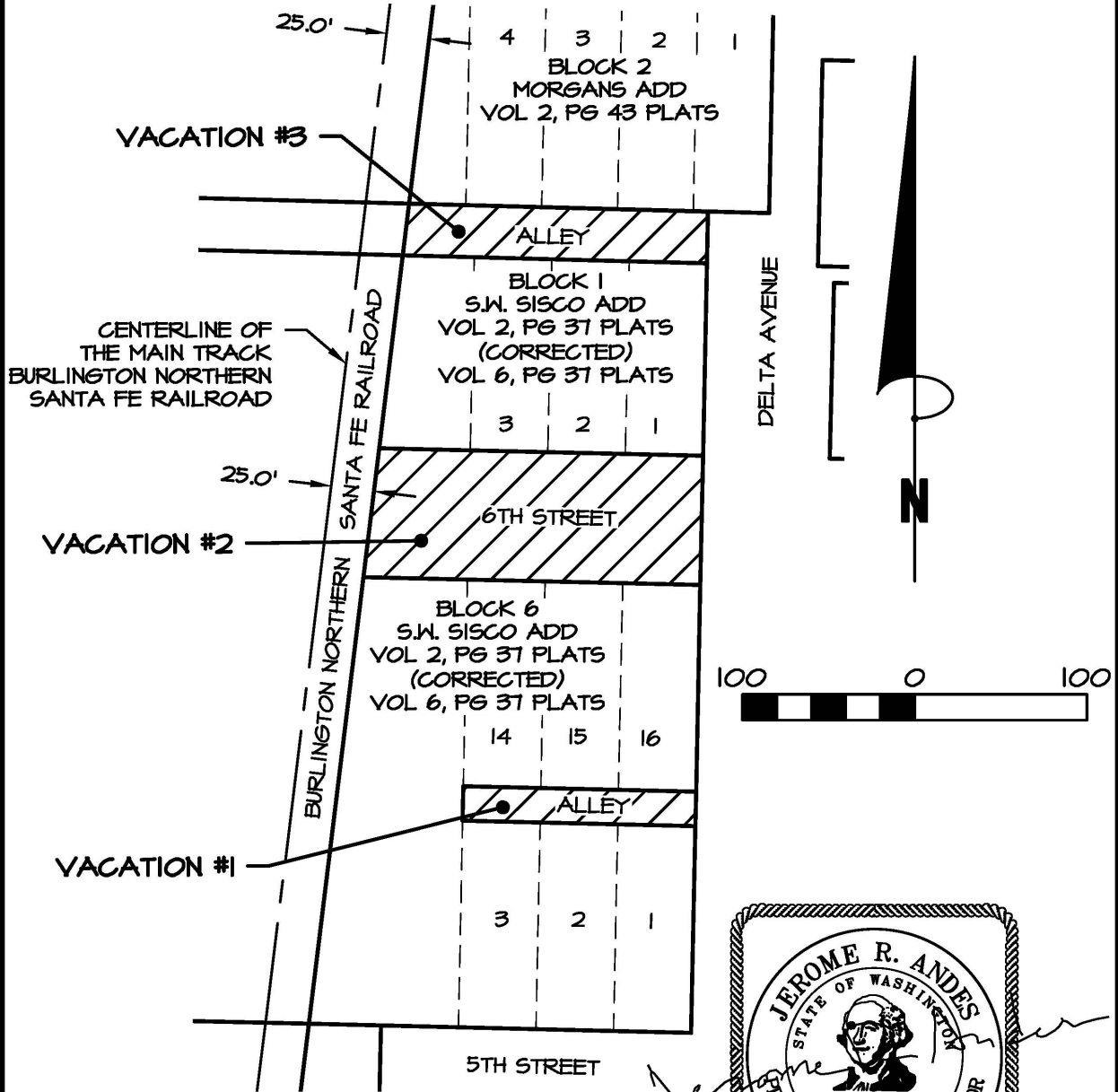
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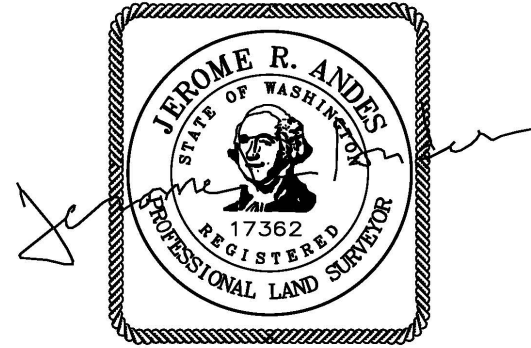
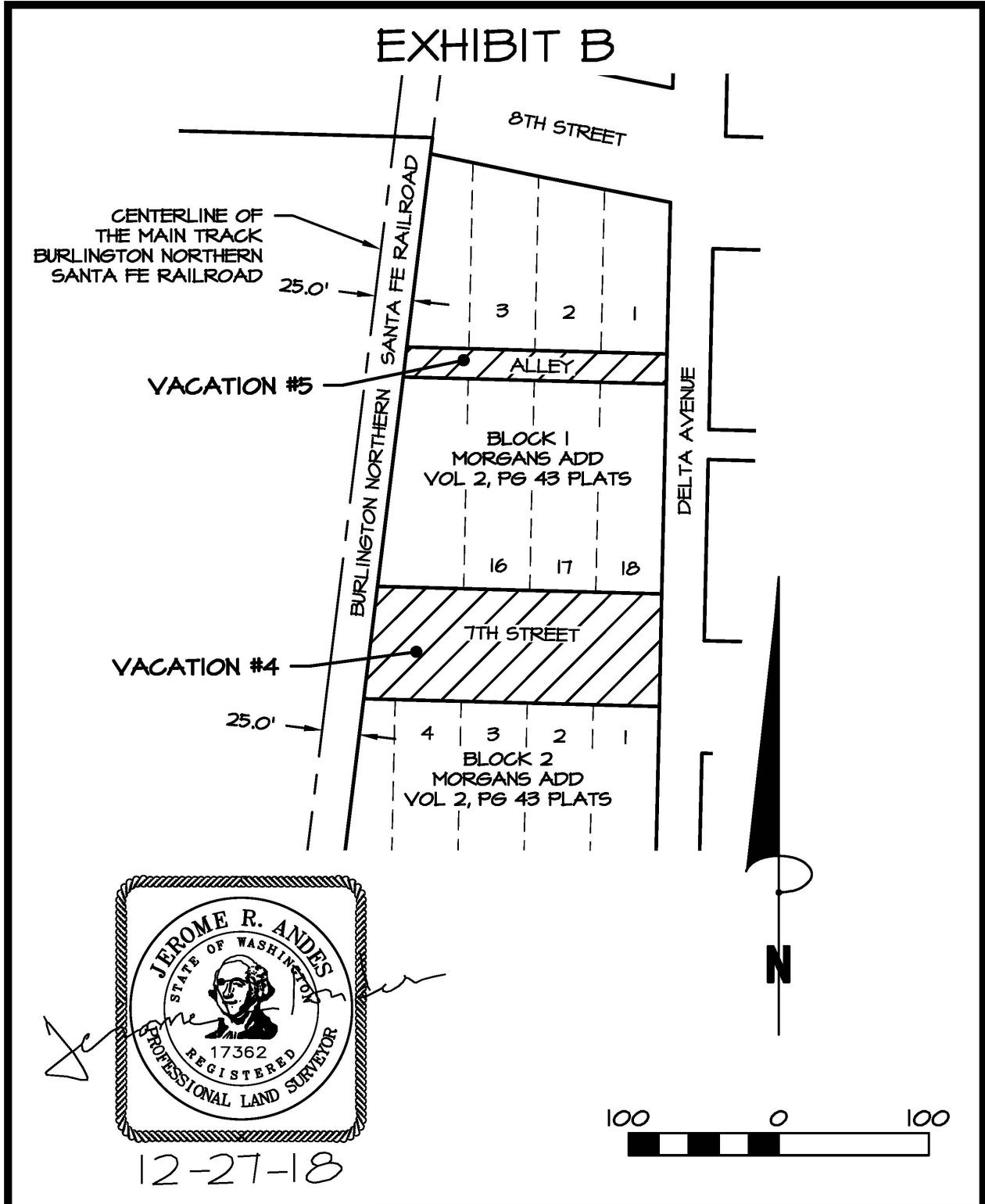
12/27/2018

EXHIBIT B



12-27-18

 <p>ANDES LAND SURVEYING, P.S.</p>	<p>1523 TENTH ST, MARYSVILLE, WA 98270 PHONE: 360-659-6639</p>	<p>CITY OF MARYSVILLE VACATION OF STREET & ALLEY RIGHTS-OF-WAY S.W.1/4 SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.</p>
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12-27-18

<p>ANDES LAND SURVEYING, P.S.</p>	<p>1523 TENTH ST, MARYSVILLE, WA 98270 PHONE: 360-659-6639</p>	<p>CITY OF MARYSVILLE VACATION OF STREET & ALLEY RIGHTS-OF-WAY S.W.1/4 SECTION 28, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.</p>
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Index #6

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 11, 2019

AGENDA ITEM:	
Janitorial Services Contract Extension, Amendment 9	
PREPARED BY:	DIRECTOR APPROVAL: 
JR Myers, Solid Waste/Support Services Supervisor	
DEPARTMENT:	
Public Works, Facilities	
ATTACHMENTS:	
Amendment No. 9 to Janitorial Services Contract	
BUDGET CODE:	AMOUNT:
Various	\$166,723.60
SUMMARY:	

In 2009, the contract for janitorial services was bid and awarded to Advantage Building Services. The City has exercised the option to renew each annual term since then. The contract has been renewed eight times and can be renewed an additional one year upon agreement of the State Office of Procurement, City of Marysville and Advantage Building Services.

The vendor and City staff negotiated a new contract price to account for the vendor's increased operating costs. The proposed price increase is \$5,638.00 for the next annual term, resulting in a new contract amount of \$166,723.60. The price increase is due to the following:

- 1) An increase in janitorial wages due to an increase in prevailing wage rates.

We propose extending the contract for an additional 12 months subject to all other existing terms, conditions, and specifications. The extension would be effective March 1, 2019 and expire on February 29, 2020.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute Amendment No. 9 to the janitorial services contract between the City of Marysville and Advantage Building Services which increases the contract by \$5,638.00 for a total amended annual contract price of \$166,723.60 and extend the Contract for a ninth annual term.

**AMENDMENT NO. 9 TO JANITORIAL SERVICES CONTRACT
BETWEEN
THE CITY OF MARYSVILLE
AND
ADVANTAGE BUILDING SERVICES
Effective March 1, 2019**

The City and Advantage Building Services agree to amend and modify the Contract as follows to extend the Contract for a ninth annual term.

- 1. Advantage Building Services will be paid an additional \$5,638.00 for the ninth annual term extension of the Contract for a total Contract amount of \$166,723.60.
- 6. The Contract will be extended for a ninth annual term beginning March 1, 2019 and will end February 29, 2020.
- 7. All terms, conditions and provisions of the Contract and Amendments 1, 2, 3, 4, 5, 6, 7 and 8 shall remain in full force and effect except as expressly modified by this Amendment.

IN WITNESS WHEREOF, the parties have executed this contract Amendment No. 9 by their duly authorized representatives to be effective the day and the year first above written.

DATED: _____

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

CONTRACTOR
ADVANTAGE BUILDING SERVICES

By _____

Its _____

Address: _____

Telephone: _____

ATTEST:

By _____
_____, Deputy City Clerk

Approved as to form:

By _____
JON WALKER, City Attorney

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 2/4/2019

AGENDA ITEM:	
Purchase of Laserfiche Software and Implementation Services	
PREPARED BY:	DIRECTOR APPROVAL:
Worth Norton, Tina Brock and Rochelle Barker	
DEPARTMENT:	
Finance / I.S.	
ATTACHMENTS:	
Technology Solution Contract Between the City Of Marysville and Compulink Management Center, Inc. dba Laserfiche	
BUDGET CODE:	AMOUNT:
50300090 549000 1825	\$329,197.59
SUMMARY:	

An Enterprise Content Management system (ECM) has been a State and City priority to digitize, retain, and destroy documents based on State records retention rules. Additional benefits of this system will include: • Reduced physical space required to store documents. • Improved document handling including searching, sharing and versioning. • Streamlined workflows that currently require the movement of paperwork.

The Clerk's office and I.S. looked at the four ECM vendors on the State master contract 07814. One vendor (EMC) was not chosen due to poor response and zero recommendations and was eventually removed from the State contract. The other vendor that was not chosen (Lexmark now Hyland) was due to an interface that was viewed as difficult and concerns about ownership changes. A selection committee with representatives from the City departments overwhelmingly selected Laserfiche (over OpenText) as the best fit for the City's needs.

The 2019 phase 1 implementation will provide full licenses for 155 employees; including all of City Hall, Community Development, Courts, Engineering, PW Administration, and key employees from other departments. An additional 87 partial licenses will allow Police to interface with non-CJIS (Criminal Justice Information Services division of the FBI) security requirements work flows in phase 1. Police will be fully implemented in 2020 pending the ability to meet CJIS security requirements.

RECOMMENDED ACTION:

City staff recommends that the City Council authorize the Mayor to sign the attached Technology Solution Contract Between the City Of Marysville and Compulink Management Center, Inc. dba Laserfiche.

**TECHNOLOGY SOLUTION CONTRACT
BETWEEN THE
CITY OF MARYSVILLE
AND
COMPULINK MANAGEMENT CENTER, INC. D/B/A LASERFICHE
CONTRACT NUMBER 2018-017-WA061**

This agreement, hereinafter referred to as "Technology Solution Contract", is made and entered into by and between City of MARYSVILLE, located at 1049 State Ave # 101, Marysville, WA 98270 hereinafter referred to as "Agency" and the below named firm, hereinafter referred to as "Contractor."

Contractor Name: **Compulink Management Center, Inc., a California corporation d/b/a Laserfiche**

Address: **3545 Long Beach Blvd.**

City, State ZIP: **Long Beach, CA 90405**

Phone: **(800) 985.8533**

Email: notices@laserfiche.com

WHEREAS, Agency and Contractor desire to enter into a Technology Solution Contract for an Enterprise Content Management (ECM) solution; and,

WHEREAS, Agency has determined that entering into this Technology Solution Contract with Contractor shall meet Agency's needs, be in the City of Marysville's best interest; and,

IN CONSIDERATION of mutual promises as hereinafter set forth and incorporated herein, subject to Washington State Department of Enterprise Services Master Contract No. 07814-001 and subsequent amendment(s) hereinafter referred to as "Master Contract" which shall be incorporated herein by this reference, and as Agency and Contractor agree as follows:

1. Term

The term for this Technology Solution Contract shall be three (3) years from the execution date of this Technology Solution Contract. Agency shall have the sole discretion and option to extend this Technology Solution Contract.

Agency reserves the right to purchase additional products within the scope of this Technology Solution Contract which will be appropriately documented by amendment, signed by authorized representatives of the parties and attached and incorporated into this Technology Solution Contract.

2. Price Schedule and Fees

Total compensation payable to Contractor for products purchased shall not exceed (\$329,197.59) for 2019 software and maintenance as shown in schedule A, and for professional services as shown in schedule B professional services pricing section.

The Contractor's Quote No. QUO-08163-K5W9 dated 12/19/2018 shall be attached and incorporated herein as Schedule A. A mutually agreed upon Statement of Work for services

shall be created specifying tasks, acceptance criteria, timelines, and all other associated costs and shall be attached and incorporated herein as Schedule B.

(note: the total cost of product/software/maintenance and implementation services should equal the total "not to exceed" amount. Additional products, software, maintenance, and services should be purchase with an amendment to this Technology Solution Contract and increase the total "not to exceed" amount of this contract.)

3. Contract Management

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Technology Solution Contract.

Contractor Contract Manager Information	Agency Contract Manager
Compulink Management Center, Inc. d/b/a Laserfiche 3545 Long Beach Blvd Phone : 800-985-8533 Email Address: sales@laserfiche.com	Worth Norton City of Marysville 1049 State Ave # 101 Marysville, WA 98270 Phone: (360) 363-8000 wnorton@marysvillewa.gov

4. Billing

The Contractor shall submit properly itemized invoices to the Agency Contract Manager. Invoices shall contain at a minimum the information listed below:

1. Technology Solution Contract Number
2. Contractor Name, address and telephone number
3. Contractor Federal Identification Number (FIN)
4. Dates
5. Description of Deliverable (If hourly, include the number of hours worked, hourly rate, total amount per line item.)
6. Total Milestone Payment Amount
7. Total dollar amount per line item
9. Net Invoice
10. Applicable taxes
11. Payment terms including any available discounts

Incorrect or incomplete invoices will be returned to Contractor for correction and reissuance.

The Contractor shall submit a monthly invoice to the Agency for services performed in the previous calendar month in a format acceptable to the Agency. The Contractor shall maintain time and expense records and provide them to the Agency upon request. Invoices for Fixed-Fee Engagement Based on Completion of Milestones shall be submitted as provided for in the payment plan described in Schedule B.

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

5. Assurances

Agency and Contractor agree that all activity pursuant to this Technology Solution Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

6. Modifications

Agency and Contractor agree that all activity pursuant to this Technology Solution Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each schedule and exhibit listed below is by this reference hereby incorporated into this Technology Solution Contract as though fully set forth herein. In the event of an inconsistency within this Technology Solution Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic Technology Solution Contract instrument
3. Terms and conditions as contained in the Master Contract incorporated by reference
4. Schedule A – Contractor Quotes
5. Schedule B – Statement of Work No. 1
6. Exhibit A – Software License Agreements (all current applicable software license/use agreements – it is the responsibility of each agency to ensure these agreements are substantially the same as the initial agreements attached in the Master Contract.)
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This Technology Solution Contract, including referenced Exhibits and Schedules, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

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

VENUE

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

APPROVAL

This Technology Solution Contract shall be subject to the written approval of Agency's authorized representative and shall not be binding until so approved. The Technology Solution Contract may be altered, amended, or waived only by a written amendment executed by both parties.

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT AND ITS AMENDMENTS IN EFFECT ON THE DATE THIS AGREEMENT IS EXECUTED SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESSS WHEREOF, THIS TECHNOLOGY SOLUTION CONTRACT is executed by the persons signing below, who warrant they have the authority to execute the Technology Solution Contract.

City of Marysville

Compulink Management Center, Inc. d/b/a Laserfiche

Signature

Signature

Peter Wayman

Name

Name

Vice President

Title

Date

Title

Date

**SCHEDULE A
CONTRACTOR QUOTES**

2019 Software and Maintenance

Product	Product ID	Quantity	Unit Price	Ext Amount
Software				
Laserfiche Forms Authenticated Participants 50-199 Users	EAFRM005	87	\$140.00	\$12,180.00
Laserfiche RIO Connector	ECNC	155	\$35.00	\$5,425.00
Laserfiche Rio Forms Professional	EFRM	155	\$70.00	\$10,850.00
Laserfiche Rio Named Full Users with Forms Essentials - 100-199	ENF01	155	\$700.00	\$108,500.00
Laserfiche Rio Forms Portal	EPFRM	1	\$7,995.00	\$7,995.00
Laserfiche Rio Public Portal for 1 Laserfiche Server	EPLS1	1	\$45,000.00	\$45,000.00
Laserfiche Rio Records Management Edition	ERM	155	\$70.00	\$10,850.00
Laserfiche Rio Import Agent (scan from copiers)	IA	1	\$1,500.00	\$1,500.00
Software Subtotal				\$202,300.00
Annual Maintenance				
Laserfiche Forms Authenticated Participants 50-199 Users Annual Maintenance	EAFRM005B	87	\$28.00	\$2,436.00
Laserfiche RIO Connector Annual Maintenance	ECNCB	155	\$7.00	\$1,085.00
Laserfiche Rio Forms Professional Annual Maintenance	EFRMB	155	\$14.00	\$2,170.00
Laserfiche Rio Named Full Users with Forms Essentials - 100-199 Annual Support	ENF01B	155	\$140.00	\$21,700.00
Laserfiche Rio Forms Portal Annual Maintenance	EPFRMB	1	\$1,599.00	\$1,599.00
Laserfiche Rio Public Portal for 1 Laserfiche Server	EPLS1B	1	\$9,000.00	\$9,000.00
Laserfiche Rio Records Management Edition	ERMB	155	\$14.00	\$2,170.00
Laserfiche Rio Import Agent Annual Maintenance	IAB	1	\$300.00	\$300.00
Annual Maintenance Subtotal				\$40,460.00
			Subtotal	\$242,760.00
			Freight	\$0.00

Tax	\$22,333.92
TOTAL	\$265,093.92

2020 Software and Maintenance (for planning and not included in this agreement)

Product	Product ID	Quantity	Unit Price	Ext Amount
Software				
Laserfiche Forms Authenticated Participants 200-499 Users	EAFRM02	80	\$140.00	\$11,200.00
Laserfiche RIO Connector	ECNC	87	\$30.00	\$2,610.00
Laserfiche Rio Forms Professional	EFRM	87	\$60.00	\$5,220.00
Laserfiche Rio Named Full Users with Forms Essentials - 200-499	ENF02	87	\$600.00	\$52,200.00
Laserfiche Rio Records Management Edition	ERM	87	\$60.00	\$5,220.00
Software Subtotal				\$76,450.00
Annual Maintenance				
Laserfiche Forms Authenticated Participants 200-499 Users Annual Maintenance	EAFRM02B	80	\$28.00	\$2,240.00
Laserfiche RIO Connector Annual Maintenance	ECNCB	87	\$6.00	\$522.00
Laserfiche Rio Forms Professional Annual Maintenance	EFRMB	87	\$12.00	\$1,044.00
Laserfiche Rio Named Full Users with Forms Essentials - 200-499 Annual Maintenance	ENF02B	87	\$120.00	\$10,440.00
Laserfiche Rio Records Management Edition Annual Support	ERMB	87	\$12.00	\$1,044.00
				\$15,290.00
			Subtotal	\$91,740.00
			Freight	\$0.00
			Tax	\$8,440.08
			TOTAL	\$100,180.08

**SCHEDULE B
STATEMENT OF WORK**

STATEMENT OF WORK NO. 1

TO

CITY OF MARYSVILLE

TECHNOLOGY SOLUTION CONTRACT NUMBER 2018-017-WA061

This Statement of Work No. 1 (SOW) to Technology Solution Contract No. 2018-017-WA061 (Contract) is entered into by and between City of MARYSVILLE (Agency) and Compulink Management Center, Inc. d/b/a Laserfiche (Contractor).

Contractor agrees to provide to Agency the services set forth in this SOW, in accordance with the terms of this SOW and the Technology Solution Contract, for the fees set forth in SOW and the Contract. Specific resources to be provided and deliverables will be mutually agreed upon and documented in writing as set forth herein.

1 LOCATION AND PERIOD OF PERFORMANCE

- 1.1 Per a mutually agreed upon schedule, Contractor staff shall perform all work at the following location (or online via GoToMeeting):

City of MARYSVILLE

1049 State Ave # 101, Marysville

WA 98270

- 1.2 The period of performance for work identified in this SOW shall begin on _____ through _____.

- 1.3 The Agency reserves the right to amend or extend this SOW by mutual agreement.

PROJECT SCOPE AND OBJECTIVES

Agency seeks to implement a Laserfiche software solution in order to implement a paperless records management system with automation.

The following workstreams are included in the Services.

Workstream	Major Activities
1. Installation	1.1 Install Laserfiche Rio 10.x and the following software components: <ul style="list-style-type: none"> • Laserfiche Records Management Edition • Laserfiche Workflow • Laserfiche Forms • Laserfiche Public Portal Infrastructure

2. Installation / Implementation Documents	2.1 Design and implement a document capture approach 2.2 Design and implement a public document portal 2.3 Design and implement WA State records management and retention
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PROJECT APPROACH: MAJOR ACTIVITIES AND TASKS

To complete this project, Laserfiche will employ a five-Phase implementation approach, as shown in the diagram below. Each Phase includes ongoing project governance, project management, and weekly status reporting. As part of project governance activities, Agency's acceptance of deliverables for each Phase is required before starting the next Phase.



The remainder of this document includes the major activities and deliverables for each Phase.

Phase 1. Requirements and Design



Major Activities

This Phase consists of the establishment of project practices and templates, as well as the creation, review, and approval of a Requirements and Design document. Specific major activities/tasks for this Phase include:

1. Conduct a project kick-off meeting with Agency and its key personnel.
2. Develop a project plan for the engagement.
3. Conduct three to five workshops and interviews over a one to two-week period with the project executive sponsor, IT administrators, and subject matter experts (e.g., Department Record Coordinators) to confirm requirements. As part of this task, Laserfiche will leverage the demo provided to Agency.
4. Draft a Requirements and Design document by using information gathered in the workshops and interviews. The document will include:
 - A plan to install Laserfiche Rio and the following software components in the Agency's network:
 - Laserfiche Records Management Edition
 - Laserfiche Workflow

- Laserfiche Audit Trail
 - Laserfiche Forms
 - Laserfiche Public Portal Infrastructure
 - A repository file plan that includes:
 - Folder structure to support the routing and storage of up to 30 document types.
 - Metadata to appropriately index up to 30 document types.
 - High-level security to help control access and rights for up to 30 document types.
 - A capture plan that includes:
 - Capture of city council minutes and other paper documents.
 - Capture of electronic documents in PDF format.
 - Electronic workflows that include:
 - Routing of Agency documents (e.g., for approval).
5. Review the Requirements and Design document and make updates based on Agency feedback.

Major Deliverables

Deliverables for Requirements and Design will include:

- Requirements and Design Document: An Agency Requirements and Design document for the installation and configuration of the system. This will include the Hardware specifications; Interface specifications; Installation Architecture specifications and Site Customization documents.
- Project Plan: A project plan that contains tasks and the estimated hours and duration for each task.
- Status Report Template: A template that summarizes completed activities for the period; planned activities; project-related issues that could impact scope, budget and timing; and other information. This template captures key decisions with Agency on scope areas. Project Status reports to be provided to the city on mutually agreed milestones and time frames.

Phase 2. Development



Major Activities

This Phase consists of implementing the solution in accordance with the Requirements and Design document created in Phase 1. Specific major activities/tasks for this Phase include:

1. Coordinate with Agency to obtain VPN access to the network.
2. Install all licensed Laserfiche software required by the Services.

3. Develop and configure the solution per the specifications set forth in the Requirements and Design document.
4. Provide periodic solution demonstrations to Agency to obtain feedback.
5. Develop a Test Plan to conduct testing in the next Phase.

Major Deliverables

Deliverables for Development will include:

- Deployed System: Laserfiche system is deployed in Agency's Test environment per the Requirements and Design document and solution demonstrations.
- Data Conversion Plans: Document the data conversion plans for legacy records on S:\ Drive into the new Laserfiche product.
- Test Plan: Test scripts to be used by Laserfiche and Agency to test system functionality. Test as needed for interfaces identified and implemented per Requirements and Design phase.
- Configuration and Certification: Complete work as needed in order to be able to run System Configuration Reports and get completed Installation Certificates.

Phase 3. Testing



Major Activities

This Phase consists of a coordinated effort between Laserfiche and Agency to test the system. Specific major activities/tasks for this Phase include:

1. Test the system using the Test Plan and remediate issues as necessary.
2. Coordinate with Agency to onboard users.
3. Provide guidance to Agency personnel who will perform User Acceptance Testing ("UAT").
 - Address issues identified during UAT that are in scope for the Services.
 - New or modified requirements will be addressed in a separate SOW to minimize impacting the project timelines for the Services.
4. Create Deployment and Data Validation Plan.
5. Prepare for training and go-live.

Major Deliverables

Deliverables for Testing will include:

- Deployment-Ready Solution: Laserfiche solution that is tested for functionality by both Laserfiche and Agency, which will be ready for promotion to the Production environment.

- **Deployment and Data Validation Plans:** The Deployment Plan details how the developed solution will be promoted from the Test to Production environment. The companion Data Validation Plan is specific to solutions that require such a procedure (e.g., database migrations from legacy systems to Laserfiche). The Data Validation Plan contains a list of user inputs for the actions, steps on how to perform the actions, and expected results. The Agency will carry out the plan and verify the outputs. *Agency's acceptance of the Deployment and Data Validation Plans will constitute approval to close out the project 20 business days after the plan has been executed and the data has been validated.*

Phase 4. Deployment



Major Activities

This Phase consists of deploying the upgraded and updated system to the Production environment. Specific major activities/tasks for this Phase include:

1. Provide a mix of end-user training and train-the-trainer approach to train end-users and administrators on the developed solution.
2. Promote the solution to Agency's Production environment. Specifically:
 - Promote Laserfiche environment from Test to Production.
 - Promote the form, workflows, and Quick Fields sessions to the Production environment.
 - Promote folder structure, security, and metadata to the Production environment.
3. Address production-specific issues that occur.
4. Inform Agency that the system is available and in a production state for end-users to use the system.

Major Deliverables

Deliverables for Deployment will include:

- **User Training:** A User Training Plan that Agency can use to train end-users and administrators. Assist the city as needed with staff training.
- **Deployed System:** Laserfiche system deployed to the Production environment per the Go-Live and Stabilization Plan documents.
- **System Documentation:** Project documentation on the administrative aspects of the system.

Phase 5. Transition to Agency



Major Activities

This Phase consists of transitioning the system to Agency system administrators and providing knowledge transfer. Specific major activities/tasks for this Phase include:

1. Perform post-deployment support activities.
 - Provide guidance to Agency on monitoring and documenting issues that may arise.
 - Coordinate with Agency administrators for up to 10 business days to help diagnose and resolve identified issues.
2. Transfer day-to-day system maintenance to Agency.
3. Walk Agency through the System documentation created in the Deployment Phase.
4. Introduce methods for accessing Support services for Laserfiche from VAR to Agency's post-project support team via an email.

Major Deliverables

Deliverables for Transition to Support will include:

- Closeout Notification: An email that contains a high-level summary of deliverables provided by Laserfiche to Agency. After "closeout," all new Services work not expressly covered by the LSAP will be considered a new billable project.
- Operations Manual: System Operations manual to be provided to the city per the system requirements and implementation along with Template Tools for Documenting Business Processes.

PRICING AND PAYMENT TERMS

Professional Services Pricing

The table below sets forth the estimated level of effort required for this project, including both onsite and offsite Professional Services work. This project will be billed on a fixed-price. Project management will be billed as part of the Services.

Reasonable out-of-pocket expenses (e.g., airfare, lodging, meals, and ground transportation) will be billed as incurred, and will be consistent with Washington state requirements.

Phase	Description	Rate	Est. Hours	Estimated Cost
1	Requirements and Design	\$188	71.5	\$ 13,442
2	Development / Network Drive Mapping	\$188	189.5	\$ 35,626
3	Testing	\$188	18	\$ 3,384
5	Transition to Support	\$188	1	\$ 188
6	Training & Deployment	\$188	32.25	\$ 6,063
Total			312.25	\$ 58,703
SALES TAX			9.2%	\$5,400.67
TOTAL				\$64,103.67

Payment Plan for Fixed-Fee Engagement Based on Completion of Milestones

All Services will be performed in accordance with this mutually accepted SOW. To provide initial funding for the project and simplify billing, an initial payment of 20% of the cost of the SOW will be billed upon execution of the document. 55% of the cost of the SOW will be billed upon acceptance and completion of the Requirements and Design (Phase 1). 15% of the cost will be billed upon acceptance and completion of the Deployment-ready Solution deliverable of Phase 3. 10% of the cost of the SOW will be billed upon closeout.

Invoices are due 30-days upon receipt. If and when changes to project scope or effort required to complete specific work items occur due to unforeseen complications or issues outside of Laserfiche's control, Laserfiche will prepare a change order for approval by Agency.

ADDITIONAL TERMS AND CONDITIONS

Subcontractors

Contractor has advised Agency that Contractor intends to subcontract a portion of the Services to Cities Digital located at 4010 Stone Way N., Suite 230, Seattle, WA 98103 ("Subcontractor"). Agency hereby approves Contractor's delegation of the responsibility to Subcontractor to perform a portion of the Services required by this SOW.

Agency Responsibilities

Agency will be responsible for the following:

1. Agency will make available, and provide timely access to (e.g. within two to three business days), necessary personnel to ensure project success, including:
 - a. A designated project manager to help schedule meetings, facilitate

- project governance, coordinate document requests, and other tasks.
- b. IT personnel such as system administrators, database administrators, and help desk.
 - c. Subject matter specialists to provide information on Agency's system and file plan.
 - d. Personnel to execute the test scripts and document results for User Acceptance Testing ("UAT"). Personnel will be made available per the project schedule and plan. Any delays in UAT may involve additional hours or fees.

Resource List

Project Team	Purchaser Team
Patrick Welsch	Worth Norton, Admin
Aaron Appleman	Sandra Gyurkovics, PM
Mike Richardson	Chris Brown, Server Admin
Kyle Knebel	Mike Davis, Support & Interfaces
Shaun Williams	Rochelle Barker, SME
	Tina Brock, SME

2. Agency will work with Laserfiche to provide any necessary technical resources and support. This includes:
 - a. Providing timely access and user credential to Agency network, applications, database and related resources, including remote access.
 - b. Providing configured Test environment that closely mirrors the Production environment.
 - c. Providing only test data and not production data to Laserfiche.
 - d. Configuring Kerberos, Active Directory and security policies as required for the implementation.
 - e. Performing and testing backups of the Laserfiche configuration, database and other systems as needed.
 - f. Completing any testing (e.g., system, integration, user acceptance testing) as needed.
3. Agency will provide requested documentation and acceptance of key deliverables within three to five business days. If Agency does not respond in writing to Laserfiche's request for acceptance within seven business days of Laserfiche's request, or Agency does not reasonably refuse such approval within the five-day period, Agency will be deemed to have accepted. If Agency decides not to deploy after acceptance of the Deployment-ready Solution deliverable of Phase 3 (Testing), Laserfiche may close out this project. After "closeout," all new Services work not expressly covered by the LSAP will be considered a new billable project.

4. Agency will be responsible for licensing all software components necessary for completing Services.

Key Assumptions

The following are key assumptions for delivery of the Services:

1. The scope of the engagement will include the Services specifically described in this SOW. Any additional scope requests will be provided in a separate SOW or change order.
 - a. Please see the project plan draft below for details to be included in the SOW

DRAFT - AN UPDATED PROJECT OUTLINE WILL BE INSERTED

Task Name	Hours Estimate	Duration	Start	Finish	Resource Names
Implement Laserfiche Solution	312.25	199 days	Tue 2/19/19	Fri 11/22/19	
Stage I - Planning & Installation	44.5	10 days	Tue 2/19/19	Mon 3/4/19	
Project Management	44.5	127 days	Tue 2/19/19	Wed 8/14/19	
Conduct Project Kickoff Meeting	1.5	1 day	Tue 2/19/19	Tue 2/19/19	CD Project Manager, Client Implementation Team
Draft Project Plan	3	5 days	Wed 2/20/19	Tue 2/26/19	CD Project Manager
Approve Project Plan	0	3 days	Wed 2/27/19	Fri 3/1/19	Client Implementation Team
New Client Orientation Meeting	0	1 day	Mon 3/4/19	Mon 3/4/19	
Conduct Ongoing PM Tasks	40	117 days	Tue 3/5/19	Wed 8/14/19	CD Project Manager
Install Laserfiche	0	22.5 days	Mon 3/4/19	Wed 4/3/19	
Plan Installation	0	21.5 days	Mon 3/4/19	Tue 4/2/19	
Conduct Support Installation Meeting	0	0.5 days	Mon 3/4/19	Mon 3/4/19	CD Installation Contact, Client IT Contact
Prepare System Architecture	0	20 days	Mon 3/4/19	Mon 4/1/19	Client IT Contact
Download Software	0	1 day	Mon 4/1/19	Tue 4/2/19	Client IT Contact
Conduct Installations	0	2 days	Mon 4/1/19	Wed 4/3/19	
Install & Test Server Components	0	2 days	Mon 4/1/19	Wed 4/3/19	CD Installation Contact
Stage II - Training & Evaluation	16.25	4.37 days	Wed 4/3/19	Tue 4/9/19	
Project Team Training	16.25	4.37 days	Wed 4/3/19	Tue 4/9/19	
Pre-training	1	0.17 days	Wed 4/3/19	Wed 4/3/19	
Overview Training	1	0.17 days	Wed 4/3/19	Wed 4/3/19	CD Trainer, Client Implementation Team, SMEs
Session 1:	4.5	0.2 days	Wed 4/3/19	Wed 4/3/19	
Directory Server	1	0.2 days	Wed 4/3/19	Wed 4/3/19	CD Trainer, Client Implementation Team
Administration Console	1.25	0.2 days	Wed 4/3/19	Wed 4/3/19	CD Trainer, Client Implementation Team
LF Security Training	0.5	0.2 days	Wed 4/3/19	Wed 4/3/19	CD Trainer, Client Implementation Team
LF Client Training	1.75	0.2 days	Wed 4/3/19	Wed 4/3/19	CD Trainer, Client Implementation Team
Session 2:	2.5	1 day	Wed 4/3/19	Thu 4/4/19	
Workflow Designer Training	1.25	1 day	Wed 4/3/19	Thu 4/4/19	CD Trainer, Client Implementation Team

LF Forms Training - Level 1	1.25	1 day	Wed 4/3/19	Thu 4/4/19	CD Trainer,Client Implementation Team
Session 3:	2.25	1 day	Thu 4/4/19	Fri 4/5/19	
Weblink Administration Training	1.5	1 day	Thu 4/4/19	Fri 4/5/19	CD Trainer,Client Implementation Team
Audit Trail Training	0.75	0.5 days	Thu 4/4/19	Fri 4/5/19	CD Trainer,Client Implementation Team
Session 4:	2	1 day	Fri 4/5/19	Mon 4/8/19	
Quick Fields Training - Level 1	1.5	1 day	Fri 4/5/19	Mon 4/8/19	CD Trainer,Client Implementation Team
LF Import Agent	0.5	1 day	Fri 4/5/19	Mon 4/8/19	CD Trainer,Client Implementation Team
Session 5:	4	1 day	Mon 4/8/19	Tue 4/9/19	
Records Management Training	2	1 day	Mon 4/8/19	Tue 4/9/19	CD Trainer,Client Implementation Team
Web Access Training	1	0.5 days	Mon 4/8/19	Tue 4/9/19	CD Trainer,Client Implementation Team
Mobile Training	1	0.2 days	Mon 4/8/19	Tue 4/9/19	CD Trainer,Client Implementation Team
Stage III - System Configuration	250.5	159 days	Tue 4/9/19	Mon 11/18/19	
Laserfiche Configuration: Legal & Exec Department Basic Infrastructure (includes folders, templates, users and groups, basic workflows)	31	17 days	Tue 4/9/19	Thu 5/2/19	
Design & Requirements	3	10 days	Tue 4/9/19	Tue 4/23/19	CD System Architect,Client Implementation Team
Development & Configuration	20	5 days	Tue 4/23/19	Tue 4/30/19	CD System Architect
Testing & Updates	4	1 day	Tue 4/30/19	Wed 5/1/19	CD System Architect,Client Implementation Team
Deployment - Including End User Training	4	1 day	Wed 5/1/19	Thu 5/2/19	CD System Architect,Client Implementation Team
Laserfiche Configuration: Community Development, Public Works and Engineering Basic Infrastructure (includes folders, templates, users and groups, basic workflows)	29	21 days	Thu 5/2/19	Fri 5/31/19	
Design & Requirements	3	14 days	Thu 5/2/19	Wed 5/22/19	CD System Architect,Client Implementation Team
Development & Configuration	18	5 days	Wed 5/22/19	Wed 5/29/19	CD System Architect
Testing & Updates	4	1 day	Wed 5/29/19	Thu 5/30/19	CD System Architect,Client Implementation Team
Deployment - Including End User Training	4	1 day	Thu 5/30/19	Fri 5/31/19	CD System Architect,Client Implementation Team
Laserfiche Configuration: Courts, HR, Parks Department Basic Infrastructure (includes folders, templates, users and groups, basic workflows)	38	17 days	Fri 5/31/19	Tue 6/25/19	
Design & Requirements	4	10 days	Fri 5/31/19	Fri 6/14/19	CD System Architect,Client Implementation Team
Development & Configuration	24	5 days	Fri 6/14/19	Fri 6/21/19	CD System Architect
Testing & Updates	6	1 day	Fri 6/21/19	Mon 6/24/19	CD System Architect,Client Implementation Team
Deployment - Including End User Training	4	1 day	Mon 6/24/19	Tue 6/25/19	CD System Architect,Client Implementation Team
Laserfiche Configuration: Clerks and Finance Basic Infrastructure (includes folders, templates, users and groups, basic workflows)	29	17 days	Tue 6/25/19	Thu 7/18/19	
Design & Requirements	3	10 days	Tue 6/25/19	Tue 7/9/19	CD System Architect,Client Implementation Team

Development & Configuration	18	5 days	Tue 7/9/19	Tue 7/16/19	CD System Architect
Testing & Updates	4	1 day	Tue 7/16/19	Wed 7/17/19	CD System Architect, Client Implementation Team
Deployment - Including End User Training	4	1 day	Wed 7/17/19	Thu 7/18/19	CD System Architect, Client Implementation Team
Network File Share Conversion	120	87 days	Thu 7/18/19	Mon 11/18/19	
Design Conversion	14	17 days	Thu 7/18/19	Mon 8/12/19	
Conduct Review of File Shares	4	1 day	Thu 7/18/19	Fri 7/19/19	CD Conversion Specialist, Client Implementation Team
Develop SOW for Conversion	8	5 days	Fri 7/19/19	Fri 7/26/19	CD Conversion Specialist, Client Implementation Team
Review SOW with Client & Development	2	1 day	Fri 7/26/19	Mon 7/29/19	CD Conversion Specialist, Client Implementation Team
Approve SOW	0	10 days	Mon 7/29/19	Mon 8/12/19	CD Conversion Specialist, Client Implementation Team
Develop Conversion	84	35 days	Mon 8/12/19	Mon 9/30/19	
Develop Conversion Workflows	80	20 days	Mon 8/12/19	Mon 9/9/19	CD Conversion Specialist, Client Implementation Team
Conduct Trial Run of Conversion & Review	4	14 days	Mon 9/9/19	Fri 9/27/19	CD Conversion Specialist, Client Implementation Team
Schedule Full Conversion	0	1 day	Fri 9/27/19	Mon 9/30/19	CD Conversion Specialist, Client Implementation Team
Execute Conversion	22	35 days	Mon 9/30/19	Mon 11/18/19	
Run Conversion App	20	15 days	Mon 9/30/19	Mon 10/21/19	CD Conversion Specialist, Client Implementation Team
Review Conversion Results w/ Client & Development	2	5 days	Mon 10/21/19	Mon 10/28/19	CD Conversion Specialist, Client Implementation Team
Formal Acceptance of Conversion by Client	0	15 days	Mon 10/28/19	Mon 11/18/19	CD Conversion Specialist, Client Implementation Team
Integrations -- Munis and TRAKit	3.5	22 days	Fri 5/31/19	Tue 7/2/19	
Test Using Connector with Munis	0.5	1 day	Fri 5/31/19	Mon 6/3/19	CD System Architect, Client Implementation Team
Help TRAKit with Laserfiche side of the integration	3	21 days	Mon 6/3/19	Tue 7/2/19	CD System Architect, Client Implementation Team
Close Out & Transfer to Support	1	4 days	Mon 11/18/19	Fri 11/22/19	
Review Project Close Out Form	1	1 day	Mon 11/18/19	Tue 11/19/19	CD Project Manager
Sign & Return Project Close Out Form	0	3 days	Tue 11/19/19	Fri 11/22/19	Client Implementation Team

- b. Other than basic installation activities, the scope does not include configuring Workflow, Forms and other Laserfiche software components except for those components when tied to the deliverables identified in this and subsequent SOW documents.
 - c. Any onsite work will be performed as needed at Agency's offices in MARYSVILLE, Washington. All other work will be performed remotely. Currently, 2 trips are contemplated for the Services.
2. The project is estimated at 312.25 hours over a **nine month** period. Any delays and additional hours incurred because of Agency's failure to fulfill its responsibilities will be billed to Agency.
 3. If Agency does not either reasonably refuse or contest Laserfiche's request that Agency accept the hours incurred and billed within five business days

of Laserfiche’s request, Agency will be deemed to have accepted it.

4. All Laserfiche Software Products, Professional Services and Support are sold subject to the terms and conditions of Laserfiche's Software License Agreement (EULA), which accompanies the software.
5. By signing this SOW, Agency accepts all of these terms and conditions, which will not be varied except in writing signed by both parties. C

Approval

This SOW is subject to the written approval of Agency’s authorized representative and will not be binding until so approved.

ALL OTHER TERMS AND CONDITIONS OF THE TECHNOLOGY SOLUTION CONTRACT, ITS AMENDMENTS, RELATED STATEMENT OF WORKS, AND THE MASTER CONTRACT REMAIN IN FULL FORCE AND EFFECT.

In Witness Whereof, this Statement of Work is executed by the persons below, who warrant that they are authorized by their respective parties to execute this Statement of Work.

City of Marysville, Washington (Agency)
Signature
Print or Type Name Date
Title

Compulink Management Center, Inc. d/b/a Laserfiche (Contractor)
Signature
Print or Type Name Date
Title

VAR Cities Digital, INC. (Subcontractor)
Signature
Print or Type Name Date
Title

Exhibit A
LASERFICHE SOFTWARE LICENSE AGREEMENT or "EULA"

This Software License Agreement ("License Agreement") is made between Compulink Management Center, Inc., a California corporation doing business as Laserfiche and whose principal place of business is in Long Beach, California ("Laserfiche"), and the party (referred to as the "Licensee"), who has lawfully acquired the Software.

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY. BY INSTALLING, COPYING OR USING THE SOFTWARE OR THE DOCUMENTATION THAT ACCOMPANIES THIS LICENSE AGREEMENT, YOU AGREE TO THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY OR USE THE SOFTWARE OR THE DOCUMENTATION AND, IF APPLICABLE, RETURN IT TO YOUR SUPPLIER FOR A FULL REFUND.

RECITALS

- A. Laserfiche has developed certain document imaging and management software programs which it markets under the trademark Laserfiche® ("Software").**
- B. The Software constitutes valuable proprietary products and trade secrets of Laserfiche embodying substantial creative efforts and confidential information, ideas, and expressions. Laserfiche has invested large amounts of capital and time to develop and promote the Software. Laserfiche claims copyrights and proprietary trade secrets in the Software.**
- C. Licensee understands that the Software is compatible only with certain types of computers and operating systems and that Licensee is responsible for assuring the compatibility between its computer systems, its software solutions, if any, and the Software.**

THEREFORE, in consideration of the premises and covenants contained this License Agreement, Laserfiche and Licensee agree as follows:

Terms of License Agreement

1. Grant of License.

- A. Description. Laserfiche grants Licensee a limited, non-exclusive, non-transferable license to use all of the Software described on the purchase order accompanying the Software, subject to the terms and conditions of this License Agreement and the Licensing File which accompanies the Software. The Software includes, without limitation express or implied, some or all of the following types of software: (a) "Server Software" that provides document management services to other programs, and "Client Software" that allows a**

computer or workstation to access or utilize the services provided by the Server Software; (b) "Stand-alone Software" that operates on a single computer; and (c) "Plug-in Software Modules" that can be added to the previously mentioned Software packages.

B. Limitations and Requirements.

- i. The Licensing File accompanying the Software or associated with the Licensing Key accompanying the Software defines the scope and limitations of the Software license for this product. You may only use the License File issued by Laserfiche to fulfill the license purchase described on the purchase order accompanying the Software.
- ii. Licensee may install one copy of the Server Software on a single physical or a single virtual operating system environment (the instance of the running Server Software shall be referred to as the "Server"), unless the licensee is acquiring a license to the Laserfiche Rio product. If Laserfiche Rio is being licensed, Licensee may install up to the maximum number copies of the Server Software listed in the License File (labeled as "instances") to multiple physical or virtual operating system environments so long as those installations have continuous network access to a running instance of the included License Manager program. Licensee may install only one copy of the License Manager program on a single physical or a single virtual operating system environment.
- iii. The Server Software may only be operated with the database system(s) (Microsoft SQL or Oracle) listed in the Licensing File. If no database system is listed in the License File, then the Server Software may only be operated with Microsoft SQL Express.
- iv. The Server Software may only host the number of repositories listed in the Licensing File (labeled as "databases"), unless the Licensee is acquiring a license to the Laserfiche Rio product. If Laserfiche Rio is being licensed, each running copy of the Server Software may host up to the number of repositories listed in the Licensing File.
- v. Named user connections are allocated to specific individuals or devices at the choice of the Licensee. When a named user connection is allocated to a specific individual person's Laserfiche or external directory account, that individual may not share the use of that named user connection by sharing the use of their account with others. When a named user connection is allocated to a device, the connection may only be used from that device and various individuals may share the use of that device so long as only one individual is accessing the Server Software from that device at a time. There are two types of named user connections – named user connections capable of modifying a repository governed by the Server (referred to as "Named Full User" connections and listed in the License File as "named read-write

- objects") and named user connections capable of only read-only access (referred to as "Named Retrieval" connections and listed in the License File as "named read-only objects"). Only the maximum number of each type of named user connection listed in the License File may be allocated to individuals or devices. Named user connections may not be routinely reallocated for the purpose of lessening the number of named user connections required.
- vi. **Concurrent user connections are shared among individuals. There are two types of concurrent user connections – concurrent user connections capable of modifying a repository governed by the Server (referred to as "Full User" connections and listed in the License File as "read-write users") and concurrent user connections capable of only read-only access (referred to as "Retrieval" connections and listed in the License File as "read-only users"). Once the maximum number of read-write or read-only concurrent user connections specified in the License File is reached, no additional user connections of that type may be made, until some user connections of that type are closed. Individuals who require write access in the course of their work must use a Full User connection at all times; thus, individuals assigned to use a Full User connection may not use a Retrieval connection to perform read-only tasks which do not require a Full User connection. Hardware or software may not be used to reduce the number of concurrent user connections required for individuals to access or otherwise utilize Server services (sometimes called "multiplexing").**
 - vii. **Public Portal connections allow read-only access to the Server Software only using a Laserfiche application known as WebLink. If the license file lists a maximum number of Public Portal connections (listed as "read-only public portals"), then once the maximum number of Public Portal connections specified in the License File is reached, no additional Public Portal connections may be made, until some Public Portal connections are closed. If the license file lists a maximum number of CPU sockets that may be utilized to support Public Portal access (listed as "read-only CPU limit"), then Public Portal connections may be made only if the physical or virtual machine on which the Server Software is running has the listed number of CPUs or fewer. If neither a maximum number of Public Portal connections nor a maximum number of CPUs for Public Portal access is listed in the License File, then no Public Portal connections may be made.**
 - viii. **Licensee may not install a version of the Server Software later than the version listed in the License File.**
 - ix. **If the License File lists an expiration date, the Server Software may not be run after that date.**
 - x. **If the License File specifies one or more languages, then the Laserfiche user interface may only be run in those languages.**

- xi. Add-ons and additional features that the Server Software can support may only be used when listed in the License File.
- xii. If Licensee desires to upgrade or enhance the capabilities of the Software or the numbers of users, connections or other features, Licensee must acquire the appropriate license(s) from Laserfiche to do so by updating the License File.
- xiii. The Software may only be used as intended, according to the capabilities made available through its various user interfaces and according to the documentation accompanying the Software.
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5. Term and Termination. This License Agreement shall commence and terminate as follows:

- A. The term of this Agreement shall commence upon Licensee's acceptance of this License Agreement and continue until terminated as provided in this License Agreement. Laserfiche may terminate this License Agreement for cause immediately following a breach of this License. Laserfiche may also terminate this License Agreement if (i) Licensee violates, infringes or compromises any trademark, copyright, patent or Trade Secret of Laserfiche, or interferes with any relationship between Laserfiche and any of its other Licensees or End Users of the Software; or (ii) Licensee's license to use its Software has been terminated.
- B. Upon termination of this License Agreement, Licensee shall immediately cease all use of the Software and the Documentation and return to Laserfiche all versions and copies of the Software and the Documentation. Licensee shall remove and uninstall all such programs and materials from all hard drives and other devices on which the Software or the Documentation may be found.
- C. The termination of this License Agreement shall not terminate Licensee's obligations under this License Agreement, nor shall it release Licensee from the obligation to pay any monies that it may owe Laserfiche or operate to discharge any liability that Licensee incurs before termination.

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10. No Waiver. No failure to exercise or delay in exercising any right, power, or privilege under this License Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this License Agreement. No single or partial exercise of any right, power, or privilege under this License Agreement shall preclude further exercise thereof.

11. Severability. If any part of this License Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this License Agreement and shall be deemed to have never been a part of this License Agreement and shall not affect the validity of the remainder of this License Agreement.

12. Governing Law. This License Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of California, as if all parties were resident in California and the License Agreement were to be wholly performed within the State of California.

13. Jurisdiction and Venue. Each party consents to the jurisdiction of the California Superior Court and United States District Court for the Central District of California. All judicial actions and proceedings shall be conducted only in, and each party consents to exclusive venue in, Los Angeles County, California. This paragraph shall not apply to the federal government or to any state, county or municipal government or any department or agency of any such governmental body.

14. Entire Agreement. This License Agreement, including the Licensing File, the Readme file, and the documentation which accompanies the Software and the installation, constitute the complete and exclusive statement of the mutual understanding of the parties, and supersede and cancel all previous written and oral agreements, representations, warranties, statements and other communications relating to the subject matter of this License Agreement. No course of performance, course of dealing, or usage of trade shall override the written terms of this License Agreement.

15. Limitation on Actions. No action or proceeding based on this License Agreement or arising out of its performance or breach shall be instituted by Licensee more than one year after Licensee first discovers, or should have discovered, any of the material facts upon which the cause of action is based. Licensee waives the benefit of any statute of limitations which specifies a period longer than one year for filing an action.

16. U.S. Government Restricted Rights Notice. All software products provided to the United States Government pursuant to solicitations issued prior to December 1, 1995, are subject to restrictions as set forth in FAR, 48 CFR 52.227-14 (June 1987) or FAR, 48 CFR 252.227-7013 (October 1988), as applicable. All software products provided to the United States Government pursuant to solicitations issued on or after December 1, 1995 are provided with the commercial rights and restrictions described in this License Agreement. The Contractor/ Manufacturer is Laserfiche, a division of Compulink Management Center, Inc., 3545 Long Beach Blvd., Long Beach, California 90807.

17. Export Restrictions. The Software is subject to United States export jurisdiction. Licensee shall comply with all applicable federal and international laws and regulations, including U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the United States and other governments.

18. Captions. The captions used on this License Agreement are for convenience only and shall not be a part of this License Agreement.


Should you have any questions concerning this Agreement, or if you desire to contact Laserfiche for any reason, please write: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A.

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Index #8

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 11th, 2019

AGENDA ITEM:	
Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT for 80 th St NE Non-Motorized Project	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Hays, Project Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Vicinity Map Local Agency Project Prospectus Local Agency Funding Agreement	
BUDGET CODE:	AMOUNT:
30500030.563000, R1801	\$N/A
SUMMARY:	
<p>The City was awarded \$272,458 in federal funding for the 80th St NE Non-Motorized Project. The project includes restriping from State Ave to 51st to provide bicycle lanes, and widening the south side of the street from 51st to 47th to provide sidewalk, which will involve some right-of-way (ROW) acquisition. Of the total amount awarded, \$76,341 is for engineering and design, and \$196,117 is for ROW.</p> <p>Since this a federally funded project, the funds are administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate funding. The agreement ensures that federal funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for FHWA authorization of federal funds.</p> <p>At this time, the City is moving forward with authorization for the engineering and design phase only (\$76,341). The ROW phase funding will be authorized through a supplement to the agreement in 2020.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby securing funding for the 80th St NE Non-Motorized Project



80TH ST NE Non-Motorized
STATE AVE - 51ST AVE NE

GRANT AREA



Item 8 - 2

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS MAP FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENTNESS, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS MAP ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS MAP.

Map Plotted: April, 2016





Agency City of Marysville

Address 80 Columbia Avenue
Marysville, WA 98270

Local Agency Agreement

CFDA No. 20.205
(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name 80th St NE Length .68 miles
Termini State Avenue to 51st Ave NE

Description of Work

The project includes design and right-of-way only. The 80th St NE project will include the restriping of 80th St NE from State Ave to 47th Ave to remove parking and provide for bicycle lanes. The project will also include the construction of curb, gutter and sidewalk on the south side of 80th St NE from 47th Ave NE to 51st Ave NE. This section will also include a bicycle lane.

Project Agreement End Date 12/31/2021

Proposed Advertisement Date

Claiming Indirect Cost Rate Yes <input checked="" type="checkbox"/> No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
86.5 % a. Agency	\$ 73,805.00	\$ 9,964.00	\$ 63,841.00
b. Other Consultant	\$ 14,451.00	\$ 1,951.00	\$ 12,500.00
Federal Aid Participation Ratio for PE			
c. Other			
d. State			
e. Total PE Cost Estimate (a+b+c+d)	\$ 88,256.00	\$ 11,915.00	\$ 76,341.00
Right of Way			
% f. Agency			\$ 0.00
g. Other Consultant			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction			
% k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 0.00	\$ 0.00
r. Total Project Cost Estimate (e+j+q)	\$ 88,256.00	\$ 11,915.00	\$ 76,341.00

Agency Official

By
Title Mayor

Washington State Department of Transportation

By
Director, Local Programs
Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	Jan 25th, 2019
Federal Aid Project Number				DUNS Number	076658673
Local Agency Project Number	R1801	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001459

Agency City of Marysville		CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title 80th St NE		Start Latitude N 48°04'06.35"		Start Longitude W 122°10'36.68"	
		End Latitude N 48°04'05.82"		End Longitude W 122°09'44.22"	
Project Termini From-To Stave Ave 51st Ave NE		Nearest City Name Marysville			Project Zip Code (+4) 98270-3427
Begin Mile Post N/A	End Mile Post N/A	Length of Project .68 Miles		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID N/A	Begin Mile Point N/A	End Mile Point N/A	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 38		Congressional District(s) 2		Urban Area Number 1

Phase	Total Estimated Cost	Local Agency Funding	Federal Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$88,300	\$11,900	\$76,300	03/2019	
R/W	\$226,700	\$30,600	\$196,100	06/2020	
Const.	\$476,600	\$476,600	\$0	06/2022	
Total	\$791,600	\$519,100	\$272,500		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Varies, 27' to 40'	Number of Lanes 2
80th St is primarily a two lane road, some sections have on street parking. Between 47th and 51st, there are significant sections without any sidewalk.	

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Restriping of 80th St NE from State Ave to 47th Ave to remove parking and provide for bicycle lanes. The project will also include the construction of curb, gutter and sidewalk on the south side of 80th St NE from 47th Ave NE to 51st Ave NE. This section will also include a bicycle lane.

Local Agency Contact Person Kyle Hays		Title Project Engineer		Phone 360-363-8273	
Mailing Address 80 Columbia Ave			City Marysville	State WA	Zip Code 98270
Project Prospectus	By _____ Approving Authority				
	Title City Engineer				Date

Agency	Project Title	Date Jan 25th, 2019
--------	---------------	------------------------

Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	40	3

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input checked="" type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25 mph	25 - 30 mph
Design Speed	30 mph	30 - 35 mph
Existing ADT	3,926	3,433 - 14,982
Design Year ADT	11,350	8,035 - 30,550
Design Year	2035	2035
Design Hourly Volume (DHV)	960	750 - 2,510

Performance of Work

Preliminary Engineering Will Be Performed By City of Marysville, Consultants	Others 16.4 %	Agency 83.6 %
Construction Will Be Performed By N/A	Contract %	Agency %

Environmental Classification

<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

Project will involve increasing total non-pervious area by more than 5,000 SF.

Total earthwork export/import is estimated to be 1,000 CY

Agency	Project Title	Date Jan 25th, 2019
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Right of Way

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	<input checked="" type="checkbox"/> Right of Way Needed <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required </div>
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Utilities

No utility work required

All utility work will be completed prior to the start of the construction contract

All utility work will be completed in coordination with the construction contract

Railroad

No railroad work required

All railroad work will be completed prior to the start of the construction contract

All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Prior to construction contract - Several overhead utility poles will be relocated.

With Construction Contract - Existing covers for water valves, sewer manholes, will require adjustment to final grade. New stormwater pipes and/or structures will be installed, final design will be dependent on geotechnical evaluation and LID analysis.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Marysville

Date

By _____
Mayor/Chairperson

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 2/11/2019

AGENDA ITEM:	
Joint Resolution with Snohomish County Fire Protection District No. 12 to submit for voter approval, a plan to form a Regional Fire Protection Authority.	
PREPARED BY:	DIRECTOR APPROVAL:
Gloria Hirashima, Chief Administrative Officer	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Joint Resolution of the City of Marysville and Snohomish County Fire Protection District No. 12 regarding formation of a Regional Fire Authority	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Since 1991 the City of Marysville (“the City”) and the Snohomish County Fire Protection District No. 12, (“the District”) have worked cooperatively through formation of the Marysville Fire District to provide fire and emergency medical services to the city of Marysville and unincorporated territory contained within District boundaries and contracted areas. While this cooperative relationship served the public well for many years, as a result of the needs of a growing community and demands for enhanced fire and EMS services the City and the District have determined that it is in the public interest to place a measure before the voters that if approved would result in formation of a regional fire authority (RFA).

Pursuant to RCW 52.26.030 and 52.26.040 the City and the District formed an RFA Planning Committee to evaluate the feasibility of creating a Regional Fire Authority to provide the fire protection and emergency services within the boundaries of the City and the District. The members of the Planning Committee included the Mayor, three City Council members and the three Fire District Commissioners. Over a ten month period, the Planning Committee met and created a Regional Fire Authority Service Plan (“Plan”) providing for the governance, financing, and structure of the fire and emergency services operation. On 11/27/18 the Planning Committee unanimously recommended approval of the Plan to the City Council and District Commissioners.

The proposed RFA Service Plan would be submitted to the voters on April 23, 2019. The RFA is proposed to be funded by a \$1.45 per \$1,000 assessed value property tax levy. The City and District would continue to collect the EMS levy and transfer these funds to the District, until such time as the RFA passes its own levy. The governance structure for the RFA will be composed of four appointed representatives of the Marysville City Council, one appointed representative as well as one non-voting alternate from the District.

RECOMMENDED ACTION: Staff recommends the council approve the Joint Resolution with Snohomish County Fire Protection District No. 12 to submit for voter approval, a plan to form a Regional Fire Protection Authority.

**JOINT RESOLUTION
CITY OF MARYSVILLE RESOLUTION NO. _____
SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12
RESOLUTION NO. 2019A-1**

A JOINT RESOLUTION of the City Council of the City of Marysville, Washington, and the Board of Commissioners of the Snohomish County Fire Protection District No. 12, providing for the submission to qualified electors of the City and the District, at a special election to be held on April 23, 2019, of a proposition that, pursuant to Chapter 52.26 of the Revised Code of Washington, approves a plan to form a Regional Fire Protection Authority to be known as the Marysville Fire District within the boundaries of the City and the District, effective October 1, 2019.

RECITALS

- A. The ability and demands to respond to emergency situations by fire protection and emergency medical service agencies has increased and progressed with community needs and special service demands. Providing an effective fire protection and emergency medical service system requires a collaborative partnership and responsibility among local and regional governments and the private sector.
- B. There are efficiencies that can be gained by regional fire protection and emergency medical service delivery, while maintaining local control.
- C. The City of Marysville ("the City") and the Snohomish County Fire Protection District No. 12, ("the District") have had a long-standing cooperative partnership,

W/GW/16-062/SCFPD12 - MFD Formation Resolution.F.1.15.19

1

**REGIONAL FIRE AUTHORITY-
SUBMIT FORMATION TO VOTERS**

striving to provide the highest level of fire and emergency medical services to their citizens within the confines of available resources. This cooperative partnership began with an interlocal agreement in 1991, which provided that the City and the District would work together cooperatively as the Marysville Fire District. While this cooperative relationship served the public well for many years, as a result of the needs of a growing community and demands for enhanced fire and EMS services the City and the District have determined that it is in the public interest to place a measure before the voters that if approved would result in formation of a regional fire authority (RFA).

D. Pursuant to RCW 52.26.030 and 52.26.040 the City and the District formed an RFA Planning Committee to evaluate the feasibility of creating a new and separate regional fire authority to provide the fire protection and emergency services within the boundaries of the City and the District. The members of the Planning Committee included the Mayor, three City Council members and the three Fire District Commissioners. Over a period of several months, the Planning Committee met and created a Regional Fire Authority (RFA) Plan ("Plan") providing for the governance, design, financing, and development of fire protection and emergency services.

E. The Planning Committee held its final meeting on November 27, 2018 and unanimously recommended approval of the Plan to the City Council and District Commissioners. By adoption of this Joint Resolution the Plan is formally adopted and certified to the ballot pursuant to RCW 52.26.060 by both the City and the District. Copies of the Plan are available from the administrative offices of the City and the District.

F. Authority to form a RFA is authorized by Chapter 52.26 RCW. Chapter 52.26 RCW requires that in order to form a RFA, the Plan must be approved by the voters of the area affected by the Plan. Therefore, in accordance with the Plan and state law, it is appropriate to place before voters within the proposed

service boundaries of the RFA at a special election to be held on April 23, 2019, calling for the creation of a RFA which shall be known as the "Marysville Fire District", to be funded by a \$1.45 per \$1,000 assessed value property tax levy and the approval of the Plan, all in accordance with state law.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AND THE BOARD OF COMMISSIONERS OF THE SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, AS FOLLOWS:

RESOLUTION

SECTION 1. - *Adoption of Plan for Marysville Fire District Regional Fire Authority.* The City Council of the City of Marysville and the Board of Commissioners of the Snohomish County Fire Protection District No. 12 hereby formally adopt the Marysville Fire District Regional Fire Authority (RFA) Plan a true and correct copy of which is attached as Exhibit A and incorporated by this reference.

SECTION 2. - *Findings of Marysville City Council and Snohomish County Fire Protection District No. 12.* The City Council of the City of Marysville Washington and the Board of Commissioners of the Snohomish County Fire Protection District No. 12 hereby adopt each of the recitals above as findings and further find that it is in the best interest of the City and the District to submit to the qualified electors of the City and the District at a special election to be held on April 23, 2019, a proposition to adopt the Plan that creates a RFA which shall be known as the "Marysville Fire District", which if approved will be funded by a property tax not to exceed \$1.45 per thousand of assessed value. If approved by a majority of the total persons voting on the ballot measure within the boundaries of the authority in accordance with RCW 52.26.060, effective October 1, 2019, this proposition would create a RFA as provided in chapter 52.26 RCW with boundaries coextensive with the boundaries of the City of Marysville and the Snohomish County Fire Protection District No. 12.

SECTION 3. – *Proposition for Voter Submittal.* There shall be submitted to the qualified electors of the District and the City for their approval or rejection, at a special election on April 23, 2019, the question of whether or not the RFA known as the Marysville Fire District should be created in accordance with the Plan and funded with the real property tax levies referenced above. The Board of Commissioners of the Snohomish County Fire Protection District No. 12 and the City Council of the City of Marysville hereby request that the auditor of Snohomish County, as ex-officio Supervisor of Elections call such election and to submit the following proposition at such election, in the form of a ballot title substantially as follows:

PROPOSITION NO. 1

The City Council of the City of Marysville and the Board of Commissioners of Snohomish County Fire Protection District No. 12 have adopted a Joint Resolution approving the Regional Fire Authority Service Plan (“Plan”) concerning the creation of a Regional Fire Protection Authority (RFA”).

This proposition would approve the Plan and create a Regional Fire Authority to be known as “The Marysville Fire District” effective Oct. 1, 2019, to provide fire protection and emergency medical services in the City and District. The RFA would be funded by property tax (\$1.45 per \$1,000 of assessed value).

Should the Plan to create a Regional Fire Authority be approved?

YES []

NO []

SECTION 4. Without further action of the Marysville City Council and the Fire District #12 Board of Commissioners the ballot proposition language set forth in Section 3 above may be revised to correct scrivener’s errors and to conform with statutory requirements.

SECTION 5. – *Authorize Continued Acts of Regional Fire Authority Planning Committee.* The City Council of the City of Marysville Washington and the Board of Commissioners of the Snohomish County Fire Protection District No. 12 hereby authorize the Regional Fire Authority Planning Committee to continue operating on an as needed basis until the effective date of the creation of the RFA.

SECTION 6. – *Pro and Con Committee Appointments.* The Marysville City Council and the Snohomish County Fire Protection District No. 12 Board of Commissioners hereby assign to the Regional Fire Authority Planning Committee the task of appointing members to a committee to advocate voters' approval of the proposition and to a committee to prepare arguments advocating voters' rejection of the proposition.

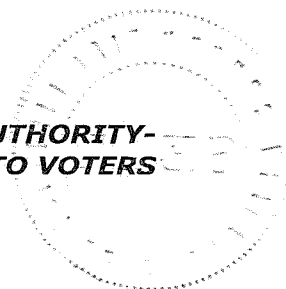
SECTION 7. – *Severability.* If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this resolution.

SECTION 8. – *Ratification.* Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

SECTION 9. – *Effective Date.* This Resolution shall take effect and be in force immediately upon its passage.

SECTION 10. – *Triplicate Originals.* Three originals of this Resolution are signed by the City of Marysville and the Snohomish County Fire Protection District No. 12.

PASSED at a regular or special open public meeting by the City Council of the City of Marysville, Washington, this _____ day of _____, 2019.



PASSED by the Board of Commissioners of Snohomish County Fire Protection District No. 12, Snohomish County, Washington, at a regular or special open public meeting of such Board on the 16 day of 1, 2019, the below commissioners being present and voting.

JOHN NEHRING, MAYOR

Tony Christensen
COMMISSIONER

Rich E. Ross
COMMISSIONER

J. Hook
COMMISSIONER

I hereby certify that this is a true and correct copy of Resolution No. 2019A-1 passed by the Board of Commissioners of the Snohomish County Fire Protection District No. 12, the 16 day of 1, 2019.

Martin McFalls
Martin McFalls, SECRETARY

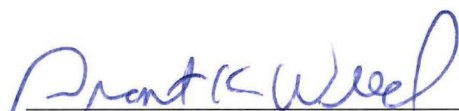


ATTEST:

TINA BROCK, DEPUTY CITY CLERK

APPROVED AS TO FORM:

JOHN WALKER, CITY ATTORNEY



GRANT K. WEED, ATTORNEY FOR
SCFPD NO. 12

I hereby certify that this is a true and correct copy of Resolution No. _____
passed by the City Council of the City of Marysville, Washington, the _____ day
of _____, 2019.

TINA BROCK, DEPUTY CITY CLERK

EXHIBIT A

Marysville Fire District Regional Fire Authority Plan

Exhibit A

Marysville Fire District Regional Fire Authority (RFA) Plan

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ACKNOWLEDGEMENT

Recognizing the challenges and opportunities that all fire jurisdictions are facing, the City of Marysville and Snohomish County Fire District No. 12, through a partnership of many years, agreed to explore the different governance and funding options available to provide regional fire protection and emergency medical services to the communities we serve.

Planning Committee

Jon Nehring, Marysville Mayor, Chairperson

Jeff Vaughan, Marysville City Council

Pat Cook, Fire District 12 Commissioner

Steve Muller Marysville City Council

Tonya Christoffersen, Fire District 12 Commissioner

Kamille Norton, Marysville City Council

Rick Ross, Fire District 12 Commissioner

Mark James (alternate), Marysville City Council

Leadership Staff

Martin McFalls, Fire Chief, Fire District 12

Gloria Hirashima, Chief Administrative Officer, City of Marysville

Staff Workgroup

City of Marysville

Sandy Langdon

Jon Walker

Fire District 12

Chelsie McInnis

Jeff Cole

Darryl Neuhoff

Tom Maloney

Grant Weed

SECTION 1 – BACKGROUND AND NEEDS

A. Background and Needs:

1. The ability to respond to emergency situations by fire protection and emergency services jurisdictions has not kept up or progressed with the region's needs and special service demands. Anticipated increases in population, residential density and building heights will likely exacerbate this problem.
2. Providing a fire protection and emergency services system requires a collaborative partnership and responsibility among local and regional governments, the private sector, and the community.
3. Delivery of core emergency services and timely development of significant projects can best be achieved through stable funding options for regional fire protection and emergency services.
4. The City of Marysville and Snohomish County Fire Protection District No. 12 have had a cooperative partnership, striving to provide the highest level of fire and emergency services to our community within the confines of available resources through a long-standing interlocal agreement by which they jointly provide services as the Marysville Fire District.
5. The City of Marysville and Fire Protection District No. 12 will be asking its citizens to consider combining all functions and services provided by the City of Marysville and Snohomish County Fire Protection District No. 12 into a single regional fire authority (RFA) entity, called the Marysville Fire District.
6. The Planning Committee established this Plan as authorized under state law using an approach to equitably share costs and contribute assets to form a Regional Fire Authority (RFA).
7. Upon joint approval by the Marysville city attorney and the District's attorney, staff of the City and District are authorized to jointly make necessary corrections to this RFA Plan prior to its submission to voters, including scrivener's errors or clerical mistakes; references to local, state, or federal laws, rules, or regulations; references to interlocal agreements; or numbering or referencing of sections and subsections of this RFA Plan.

RFA SECTION 1 PLAN REVISION:

Except where this RFA Plan specifically authorizes the Governing Board to amend this plan, it shall not be amended without voter approval.

SECTION 2 – DEFINITIONS

A. DEFINITIONS

1. The definitions in this section apply throughout this Plan, unless the context clearly requires otherwise.
 - 1.1. **“Governing Board”** means the governing body of the regional fire protection service authority.
 - 1.2. **“City”** means the City of Marysville.
 - 1.3. **“District”** means Snohomish County Fire Protection District No. 12.
 - 1.4. **“Effective Date”** means October 1, 2019.
 - 1.5. **“Regional Fire Authority Plan, ” “RFA Plan” or “Plan”** means this Regional Fire Protection Service Authority Plan, drafted and approved in accordance with Chapter 52.26 RCW for the development, financing and operation of the Marysville Fire District Regional Fire Authority.
 - 1.6. **“Participating Jurisdictions”** means the City of Marysville and Snohomish County Fire Protection District No. 12.

The **DEFINITIONS** section of the **RFA Plan** is subject to amendment or revision only by a majority vote of the RFA Governing Board.

SECTION 3 – FORMATION AUTHORITY

A. REGIONAL FIRE PROTECTION SERVICE AUTHORITY

1. Chapter 52.26 RCW provides statutory authority for the formation of a Regional Fire Authority by the City of Marysville and Snohomish County Fire District No. 12.

B. PLANNING COMMITTEE AUTHORITY

1. RCW 52.26.030 and RCW 52.26.040 provides statutory authority to form and operate a Planning Committee.
2. The Participating Jurisdictions formed a Planning Committee consisting of three (3) elected officials of the City and three (3) Commissioners of the District.
3. The Planning Committee developed and presented the RFA Plan to the elected officials of each Participating Jurisdiction.

C. RFA PLAN APPROVAL AUTHORITY

1. The legislative body of each Participating Jurisdiction reviewed and approved this RFA plan and requested an election to submit the plan to voters.
2. The RFA Plan is being submitted to the voters of the City and the District as a ballot measure that must be approved by a simple majority.
3. Each Participating Jurisdiction will take all necessary steps to submit the RFA Plan to voters in accordance with RCW 52.26.060.
4. Should the RFA Plan be approved by a simple majority of the voters of the Participating Jurisdictions, the RFA to be known as the Marysville Fire District shall be formed on the Effective Date in accordance with RCW 52.26.070.
5. Upon the Effective Date of the RFA Plan, the City and the District shall continue to exist as municipal corporations.
6. The RFA will provide administrative support for the District as needed and will finance elections required by the District for the election of its commissioners and levies.
7. If the RFA Plan is not approved by a simple majority of the voters, then the City and the District will remain responsible for providing those services within their respective jurisdictions.

The **FORMATION AUTHORITY** section of the RFA Plan is subject to amendment or revision only by submission of a revised RFA Plan to the electorate for approval.

SECTION 4 – JURISDICTIONAL BOUNDARIES

A. JURISDICTIONAL BOUNDARIES ON DATE OF FORMATION

1. On the Effective Date, the jurisdictional boundaries of the RFA shall be the legal boundaries of the Participating Jurisdictions. The boundaries are generally depicted on the map attached hereto and in **Appendix A** of this RFA Plan.
2. On the Effective Date, the RFA shall also be responsible for providing fire and/or emergency medical services to the following jurisdictions via the referenced interlocal agreements:

2.1. Current Interlocal Agreements:

- a. Consolidated Borough of Quil Ceda Village pursuant to an Interlocal Agreement for Fire and Emergency Medical Services dated January 01, 2016, Second Amendment dated January 01, 2018 and any subsequent amendment thereto.;
- b. Snohomish County Fire District No.15 pursuant to an Interlocal Agreement for Emergency Medical and/or Advanced Life Support Services dated January 01, 2018 and any subsequent amendment thereto;

- 2.2 The City and the District shall assign the foregoing interlocal agreements to the RFA on the Effective Date unless the agreement contains a “no-assignment” clause or requires the other party’s consent. The City and the District may also assign any other interlocal agreement or contract RFA that is proper to assign to the RFA.

B. CHANGES IN JURISDICTIONAL BOUNDARIES AFTER FORMATION OF THE RFA

1. Any changes in the boundaries of the RFA will be in accordance with state statutes. The District will not annex any territory. The City will only annex territory within its Urban Growth Area and such annexations by the City will become part of the RFA.

The **JURISDICTIONAL BOUNDARIES** section of the RFA Plan is subject to amendment or revision only by a majority vote of the RFA Governing Board except when voter approval is required by statute.

SECTION 5 – GOVERNANCE

A. GOVERNING BOARD STRUCTURE AND OPERATION

1. **Governing Board.** As provided by RCW 52.26.080, the RFA Governing Board shall be established consistent with the terms of this Section and shall have authority as of the Effective Date.
2. **Composition of Governing Board.** Upon the Effective Date, the Governing Board shall include five (5) voting members consisting of four (4) elected officials from the City to be appointed by the City Council and one (1) elected official from the District to be appointed by the Commissioners. In addition, there will be one (1) non-voting member who shall be an elected official from the District to be appointed by the District.

Two of the elected officials appointed to the City positions will serve an initial term of one year and two will serve an initial term of two years. Subsequent appointments will be for four-year terms. The City Council may fill a City position at any time it is vacated due to the end of an elected official's term of office, the elected official's resignation or removal from office, the elected official's resignation from the Governing Board, or when a majority of the full City Council votes to remove an elected official from the Governing Board.

The District voting appointee will serve an initial term of four-years. The District non-voting appointee will serve an initial term of two years. Subsequent appointments will be for four-year terms. The Board of Commissioners may fill a District position at any time it is vacated due to the end of an elected official's term of office, the elected official's resignation or removal from office, the elected official's resignation from the Governing Board, or when a majority of the full Board of Commissioners votes to remove an elected official from the Governing Board.
3. **Governing Rules.** The RFA Governing Board shall develop and adopt by-laws, governance policies and rules for the RFA Governing Board to conduct business in accordance with RCW 52.26.080.
4. **Authority.** Except where otherwise limited in this RFA Plan, the RFA Governing Board shall have all the power and authority granted by chapter 52.26 RCW.
5. **Dissolution.** The process for dissolving the District is set forth in RCW 52.10.010 and must be initiated by the commissioners of the District and approved by the electors of the District as provided in that statute. If the District dissolves, a commissioner district encompassing the boundaries of the District at the time of dissolution will be formed and elections will be conducted in accordance with RCW 52.26.080. The commissioner elected from the district will serve a six year term and receive compensation as provided in RCW 52.26.080. The non-voting District appointee position will be eliminated upon the dissolution of the District.
6. **Addition of other fire protection jurisdictions.** A fire protection jurisdiction that is located within reasonable proximity of the RFA that is annexed through the procedures in RCW 52.26.300 will receive representation on the Governing Board as follows:

- 6.1 If the annexed jurisdiction has a population of less than 10,000, the annexed jurisdiction will not appoint any elected official to the Governing Board.
 - 6.2 If the annexed jurisdiction has a population between 10,000 and 20,000, the annexed jurisdiction will appoint one (1) elected official to the Governing Board to serve as a non-voting member.
 - 6.3 If the annexed jurisdiction has a population of more than 20,000, the annexed jurisdiction will appoint one (1) elected official to the Governing Board to serve as a voting member.
7. **Compensation of Governing Board.** Members and commissioners (if any) of the Governing Board will receive compensation in the manner provided for commissioners in RCW 52.26.080.

The **GOVERNANCE** section of the **RFA Plan** may be amended by a simple majority vote of the voters within the RFA.

SECTION 6 – FUNDING AND FINANCE

A. INTERIM RFA FINANCES

1. Commencing on the Effective Date, the operation and administration of the RFA shall be funded by the following:
 - 1.1 Tax levies of the RFA; provided, however, that the RFA must levy taxes by November 30, 2019, to be entitled to collect taxes in 2020;
 - 1.2 Tax levies of the District (including fire levy pursuant to RCW 52.16.130, .140 and .160);
 - 1.3 District EMS levy revenues collected pursuant to RCW 84.52.069, until such time as the RFA begins collecting revenues on its own EMS levy;
 - 1.4 Service contract revenues from the District (described in Section 4.A.2);
 - 1.5 All other revenue received by the District;
 - 1.6 The City will contribute to the RFA (i) the funds budgeted for 2019 for fire protection services and (ii) all EMS levy revenues until such time as the RFA begins collecting revenues on its own EMS levy.

B. RFA REVENUES

1. **Tax Levies.** The RFA shall be authorized to levy and collect taxes in accordance with RCW 52.26.050(1)(b) at the initial tax levy rate of \$1.45 per thousand of assessed valuation.
2. **Fire Benefit Charge.** The Plan does not authorize the implementation of a fire benefit charge under RCW 52.26.050(a), but the Governing Board may, in the future, seek voter approval of a fire benefit charge consistent with the requirements of RCW 52.26.180 through RCW 52.26.270. If a fire benefit charge is imposed, the RFA's tax maximum fire levy will be reduced to \$1.00 per thousand of assessed valuation in accordance with RCW 52.26.240.
3. **EMS Levy.** The Plan does not include an EMS levy under RCW 84.52.069, but the Governing Board may, in the future, seek voter approval of an EMS levy consistent with the requirements of RCW 84.52.069. If the RFA levies an EMS levy, such levy will replace the District's and City's EMS levies.
 - 3.1 **Equivalence of City and District EMS Levies.** For so long as the City and District continue to levy their permanent EMS levies, they each commit to impose such levy at the same rate/maximum rate allowed by law.
4. **Service Contracts.** To the extent permitted by law, the RFA Governing Board shall have the authority to pursue and contract with all agencies, including but not limited to entities exempt from property taxes in accordance with RCW 52.30.020 and related statutes.
5. **Fire Impact and Mitigation Fees.** The RFA may enter into interlocal agreements with any other entity authorized to enter into interlocal agreements pursuant to chapter 39.34 RCW to collect such fees.

6. **Fire Fees.** The City will develop a fee schedule in cooperation with RFA staff for inspection and other fire marshal services performed within the city, subject to adoption by the Marysville City Council. The City will collect these fees and remit them to the RFA.
7. **Transport Fees.** The RFA Board will charge and collect EMS transport fees in accordance with policies adopted by the RFA Governing Board.
8. **Additional Revenue Options.** The RFA Governing Board shall have the authority to pursue, subject to any applicable statutory voter approval requirements and the RFA Plan Amendment, if required, all additional revenue sources authorized by law including, but not limited to, revenue sources specifically identified in Title 52 RCW and Title 84 RCW that are not otherwise addressed in chapter 52.26 RCW.

C. TRANSFER OF ASSETS

1. **District Assets.** On the Effective Date, the District shall immediately transfer any remaining and future assets to the RFA, except for the Administration Building located at 1094 Cedar Street in Marysville (Tax Parcel Id: 00585600301000), which shall be transferred to the City as an offset to the value of the Public Safety Building. Transfer of ownership will be at the same time as the Public Safety Building is transferred to the RFA at midnight on December 31, 2021. Such assets shall include all real property (**Appendix C**), apparatus and vehicles (**Appendix D**) and personal property, including but not limited to fund balances, furniture, office equipment, reports, documents, surveys, books, records, files, papers, or written material owned by or in the possession of the District.
 - 1.1 **Reserve Funds.** On the Effective Date, the District shall transfer the following reserve funds to the RFA:
 - a) Snohomish County Fire District No. 12 Expense Fund 780-70
 - b) Snohomish County Fire District No. 12 Reserve Fund 780-73
2. **City Assets.** Except as provided in Section C(1) above, on the Effective Date, the City shall immediately transfer to the RFA the following assets:
 - 2.1. Unless otherwise specified herein, no City funds shall be transferred to the RFA.
 - 2.2. All reports, documents, surveys, books, records, files, papers, or written material used by the City to carry out the fire protection and emergency services powers, functions, and duties of the City that are owned by or in the possession of the City.
 - 2.3. City water systems including fire hydrants and related appurtenances shall not be transferred and shall remain City property.
 - 2.4. The Public Safety Building, including Station 61, located at 1635 Grove Street in Marysville (Parcel Id: 30052800200500), will be transferred to the RFA with the following terms:
 - a. The value of the Public Safety Building is \$4,500,000.00 (Four million five hundred thousand dollars) offset by the value of the Administration

Building which is \$975,000.00 (Nine hundred seventy-five thousand dollars) for net value of \$3,525,000.00 (Three million five hundred twenty-five thousand dollars).

- b. The RFA will pay the City three installments of \$1,175,000.00 (One million one hundred seventy-five thousand dollars) in 2021, 2022, and 2023, with each installment due on December 31st of the year in which it is due.
 - c. A portion of the Public Safety Building contains critical I-Net infrastructure subject to terms of a City franchise agreement that is used to facilitate communications for fire protection and EMS services, for city police purposes, and for general public safety purposes and the City will retain any necessary control and access to a portion of the Public Safety Building, to be identified in the letter of understanding, to maintain and enhance these communications and information services until such time that the I-Net infrastructure is replaced in another location or no longer needed at which time the City will convey any interest it has in this portion of the building/premises to the RFA.
 - d. The City will retain control over the fenced storage area to be identified in the letter of understanding for police evidence and storage purposes until December 31, 2023. The City will be responsible for maintaining all fencing and security until it relinquishes control of the storage area to the RFA.
 - e. Ownership of the Public Safety Building will transfer to the RFA at midnight December 31, 2021. The RFA will continue to utilize the portion of the building currently being used for fire and EMS operations from the Effective Date until transfer or ownership to the RFA.
 - f. Appropriate staff from the City and District will draft a letter of understanding to incorporate any necessary additional terms and conditions relating to this section and to facilitate conveyance of the property.
3. **Jointly Held Property.** On the Effective Date, the District and City shall immediately transfer any jointly held remaining and future assets to the RFA. Such assets shall include all real property (**Appendix C**), apparatus and vehicles (**Appendix D**) and personal property, including but not limited to fund balances, furniture, office equipment, reports, documents, surveys, books, records, files, papers, or written material owned by or in the possession of the joint operation.
 4. **Reserve Funds.** On the Effective Date, the District shall transfer the following reserve funds to the RFA:
 - a) Marysville Fire District Expense Fund 781-70
 - b) Marysville Fire District – Apparatus Replacement Fund 781-72
 - c) Marysville Fire District – Reserve/Capital Fund 781-73
 5. **Condition of Assets.** All assets transferred by either Participating Jurisdiction based on the Plan and any subsequent agreements shall be transferred on an “as is/where is” condition. Conveyances of real property interests shall be by Quit Claim Deed.

6. **Determination.** Except as otherwise provided in this RFA Plan, whenever any question arises as to the transfer of any funds, books, documents, records, papers, files, equipment, or other tangible property used or held in the exercise of the powers and the performance of the duties and functions transferred, the governing body of the Participating Jurisdiction owning such assets shall make a determination as to the proper allocation.

D. LIABILITIES

1. On the Effective date, the RFA shall assume all outstanding liabilities of the District.
2. On the Effective Date, the RFA shall assume the following liabilities of the City:
 - 2.1 All liabilities pertaining to fire protection and emergency medical services, if any.
3. **LEOFF 1 Retired Medical.** The City has no obligations under LEOFF 1 retiree medical care for current or prior fire employees. District rights and obligations under LEOFF 1 retiree medical shall be transferred to the RFA upon the Effective Date, including the Long-Term Care policies maintained by the District.
4. **Future District Expenses.** All future costs incurred by the District on and after the Effective Date shall be the responsibility of the RFA.

RFA SECTION 6 PLAN REVISION DISPOSITION:

The **FUNDING AND FINANCE** section of the **RFA Plan** is subject to amendment or revision by majority vote of the Governing Board except when voter approval is required by statute.

SECTION 7 – ORGANIZATIONAL STRUCTURE: PERSONNEL AND ADMINISTRATION

A. ORGANIZATIONAL STRUCTURE

1. **Organizational Chart.** The RFA shall be initially organized as provided in **Appendix B** of the RFA Plan; provided, however, that after the Effective Date, the Fire Chief shall have authority to adjust the Organizational Chart as necessary to improve service delivery without amending the RFA Plan.

B. PERSONNEL

1. **Fire Chief.** On the Effective Date, the Fire Chief of the District shall serve as the Fire Chief of the RFA. The Fire Chief shall at all times be appointed and serve at the pleasure of the Governing Board.
2. **Personnel.** The existing personnel of the District will transfer to the RFA to fulfill assigned duties as outlined in the organizational structure in Appendix B. All District personnel shall be transferred on the Effective Date at their current rank, grade and seniority.
 - 2.1 Until such time as the RFA collects its own fire levy under RCW 52.26.140 (1) (a)-(c), the RFA will contract with the District for the services of one full-time, paid employee as required by RCW 52.26.140(1)(c).
3. **Agreements.** All current employee agreements, collective bargaining unit agreements, outstanding labor issues, personal service contracts, and any other contracts or agreements pertaining to work, duties, services or employment with the District shall be transferred over with all personnel on the Effective Date.

C. ADMINISTRATION

1. **Administration.** All current administrative and business functions, agreements, documents, operations, and policies and procedures of the Marysville Fire District, that entity previously established pursuant to interlocal agreement (to be distinguished from the name of the RFA once it is established), shall transfer over to the RFA on the Effective Date unless otherwise noted in this Plan.
2. **Provision of Information Technology Services.** The City will provide information technology and geographic information services for up to three years from the Effective Date of the RFA. The City and the RFA will negotiate the level of services and costs necessary for the provision of such services.
3. **Seamless Transition.** Unless otherwise noted in the RFA Plan, the transfer of authority and the administration and management of the RFA shall be seamless and shall initially model the current administrative and management components of the Marysville Fire District.

The **ORGANIZATIONAL STRUCTURE: PERSONNEL AND ADMINISTRATION** section of the RFA Plan is subject to amendment by a majority vote of the RFA Governing Board.

SECTION 8 – OPERATIONS AND SERVICES

A. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

1. All current operational and service delivery aspects of the Marysville Fire that entity previously established pursuant to interlocal agreement (to be distinguished from the name of the RFA once it is established), and the District, including ambulance transports, shall be transferred to the RFA on the Effective Date.
2. Current staffing models, deployment standards, field operations, command staffing, and operational policies and procedures of the Marysville Fire District shall be transferred to the RFA and continued at the current level of service on the Effective Date. As such, services, levels of service, standards of coverage, development standards and customer expectations of each Participating Jurisdiction on the Effective Date shall remain unaffected.
3. All current automatic aid and mutual aid agreements, all interlocal agreements and contractual services agreements, documents, or memorandums currently in place with the City, the Marysville Fire District, and the District shall be assigned and transferred to the RFA on the Effective Date to provide continuous, seamless readiness and emergency services coverage.
 - 3.1 Notwithstanding the foregoing, the District's and the City's interlocal agreements with SERS and Snohomish County 911 shall be modified to provide that the RFA will assume the fire related rights and obligations under these agreements and that the RFA shall be entitled to the District's and the City's fire-related equity interests under both these agreements.

D. FIRE MARSHAL/INSPECTION SERVICES.

1. Fire Marshal Service Providers on Effective Date:
 - 1.1. On the Effective Date, Fire Marshal Services within the boundaries of the RFA shall be provided as follows:
 - a. Within the City Marysville: The RFA will provide Fire Marshal Services to the City of Marysville pursuant to an interlocal agreement. The City in its sole discretion may choose to provide its own Fire Marshal Services.
 - b. Within unincorporated Snohomish County: Snohomish County shall provide Fire Marshal Services.
 - c. The RFA may provide Fire Marshal and inspection services to other local municipal jurisdictions through an interlocal agreement.

E. EMERGENCY MANAGEMENT SERVICES

1. Existing Service Providers:
 - 1.1. The City of Marysville provides Emergency Management Services within the boundaries of the City of Marysville.

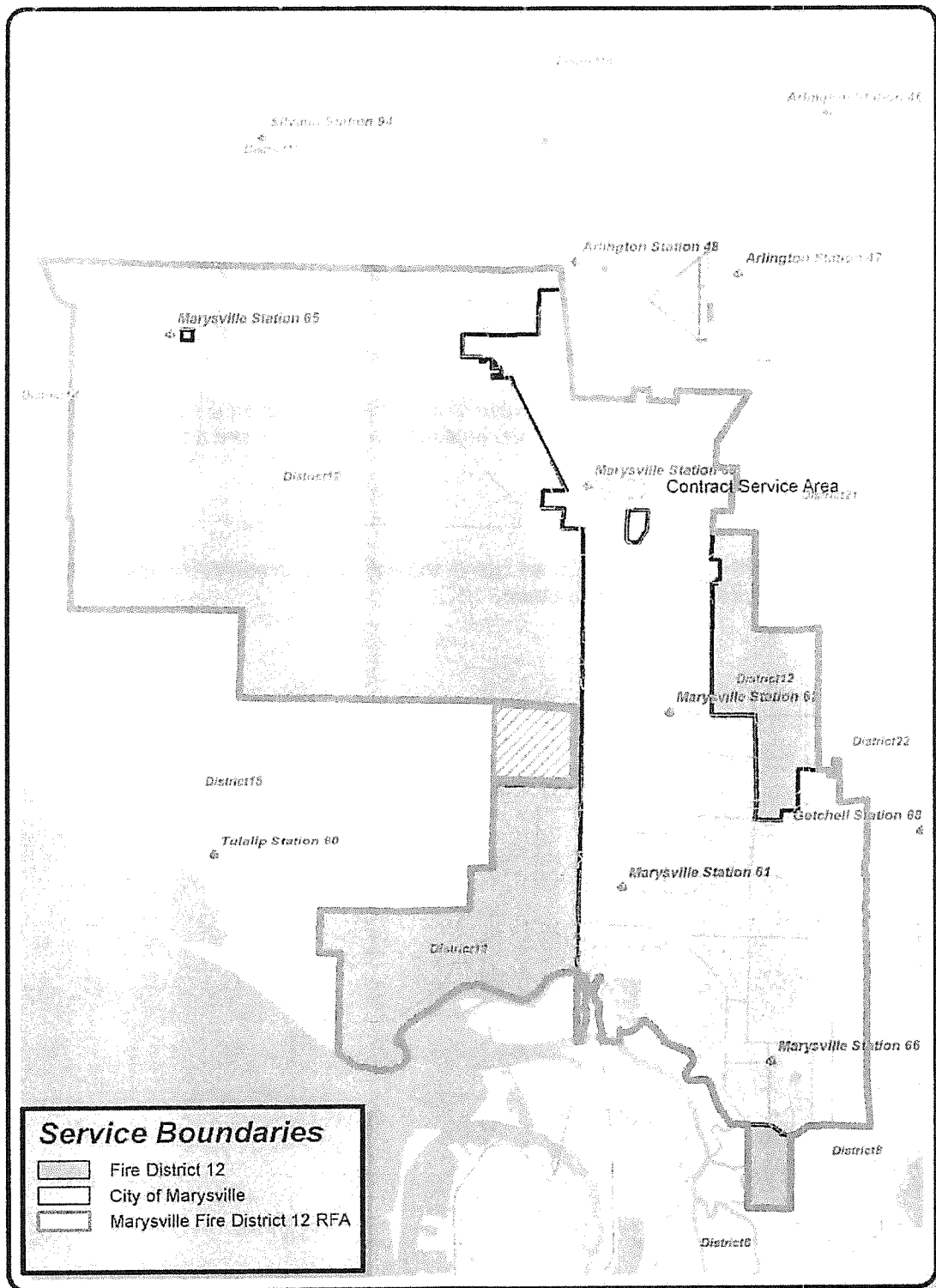
- 1.2. Snohomish County DEM currently provides Emergency Management Services within the District.
2. Emergency Management Services on Effective Date:
 - 2.1. On the Effective Date, Emergency Management Services within the boundaries of the RFA shall be provided as follows:
 - a. Within the City of Marysville: City of Marysville staff will provide emergency management services within the city.
 - b. Within unincorporated Snohomish County: Snohomish County Department of Emergency Management shall remain the provider of Emergency Management Services.

F. PUBLIC EDUCATION SERVICES

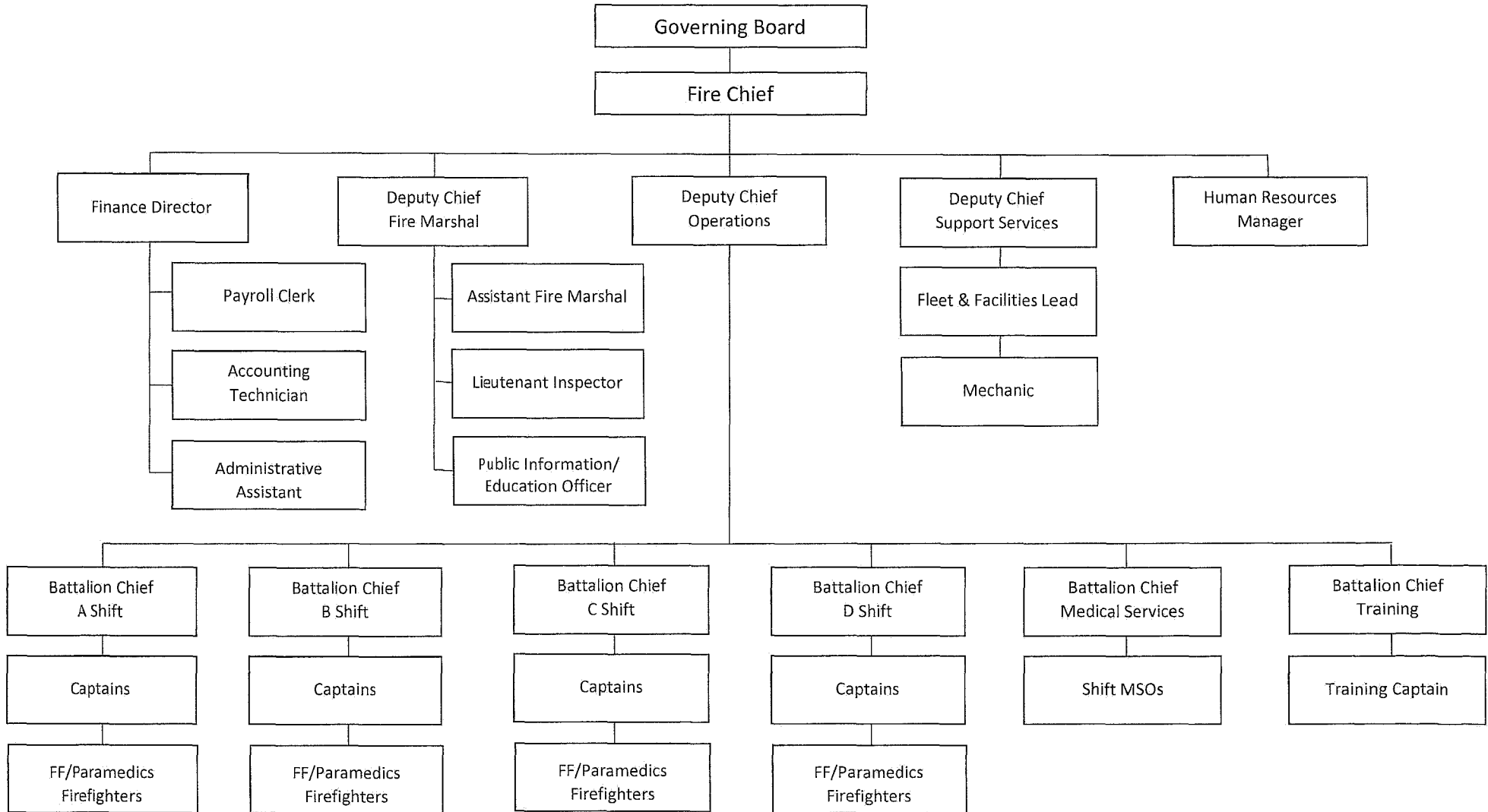
1. On the Effective Date of the creation of the RFA, the RFA shall provide Public Education Services throughout the jurisdiction of the RFA and its service area.

The **OPERATIONS AND SERVICES** section of the **RFA Plan** is subject to amendment by a majority vote of the RFA Governing Board.

Appendix A Jurisdictional Boundaries



APPENDIX B ORGANIZATION CHART



Appendix C Real Property

JOINTLY OWNED PROPERTY – ACQUIRED UNDER MFD ILA				
FACILITY	YEAR BUILT	ADDRESS	LAND Acres	BUILDING SF
Station 62	2002	10701 Shoultes Rd, Marysville 98271	1.42	11,926
Station 66	2009	7217 40 th St NE, Marysville 98270	3.49	10,965
Admin Bldg	1983	1094 Cedar Ave, Marysville 98270	0.56	4,310
St. 65 Rental House	1981	4216 175th Pl NW, Stanwood 98292	0.17	930

CITY OF MARYSVILLE				
FACILITY	YEAR BUILT	ADDRESS	LAND Acres	BUILDING SF
Station 61	1989	1635 Grove Street, Marysville 98270	2.58	32,000 ¹

FIRE DISTRICT 12				
FACILITY	YEAR BUILT	ADDRESS	LAND Acres	BUILDING SF
Station 63	1964	14716 Smokey Pt Blvd, Marysville 98271	1.16	4,981
Station 65	1963	17500 E Lk Goodwin Rd, Stanwood 98292	0.33	7,332
Maintenance Shop	1974	5100 108 th St. NE, Marysville 98271	0.94	4,306
Storage – St. 64	1978	15105 10 th Dr. NW, Marysville 98271	1.30	1,600
Vacant Property	N/A	45 Degree Rd, Arlington 98223	0.89	N/A

¹ Public Safety Center including Police, Jail, Fire. Square footage obtained from 1992 Use Agreement between City of Marysville and Fire District 12; Fire utilizes approximately 13,288 sq. ft.

Appendix D
Personal Property – Vehicles and Apparatus

JOINTLY OWNED PROPERTY – ACQUIRED UNDER MFD ILA			
UNIT #	YEAR/MAKE/MODEL	LICENSE #	VIN #
01	1997 Ford Expedition	24902D	1FMFU187VLB37621
02	2015 Chevrolet Suburban	50179D	1GNSK5KC9FR615391
03	2016 Chevrolet K2500	50182D	1GB2KUEG7GZ262558
04	2009 Chevrolet Impala	50181D	2G1WS57M191278555
05	2001 Dodge Ram	25026D	3B7KF23Z91G200966
06	2009 Chevrolet Impala	50161D	2G1WS57M591279370
09	2002 Ford Excursion	35433D	1FMNU41S22EC84539
10	2001 Chevrolet Impala	25029D	2G1WF55K519358632
11	2003 Chevrolet Suburban	47201D	3GNFK16Z23G239623
12	2007 Dodge Caravan	40138D	1D4GP24E17B251252
13	2009 Ford Escape	47202D	1FMCU93G09KB62447
14	2014 Ford Escape	50174D	1FMCU0F71FUA93811
15	2014 Ford Escape	50175D	1FMCU0F73FUA93812
21	2007 International	46483D	1HTMRAAL87H532956
22	2015 International	59468D	1HTJSSKK4FH686047
23	1998 Chevrolet K3500	48151C	1GBJK34JXWF006210
24	2001 International	25027D	1HTSLAAM11H364067
25	2001 International	25028D	1HTSLAAM71H370519
26	2003 International	37505D	1HTMRAAM93H592201
27	2006 International	75994C	1HTMRAAM76H293438
28	2006 International	75993C	1HTMRAAM56H293437
29	2010 International	52553D	1HTMRAAMOAH228049
30	2015 International	59469D	1HTJSSKK2FH686046
40	1995 Darley	31625C	4S7AT9D08SC014769
42	2006 E-One Platform	40139D	4ENGAAA8761001123
43	1995 Darley	31624C	4S7AT9D04SC014770
44	2002 H&W International	35435D	1HTMKADR82H520285
45	2017 Rosenbauer		54F2CB619HWM11906
46	2017 Rosenbauer		54F2CB610HWM11907
47	2002 H&W	25030D	4S7AT33922C040443
48	2010 E-One	93229C	4EN6AAA89A1005811
49	2010 E-One	93228C	4EN6AAA80A1005812
50	2005 Cargo Mate Trailer	39607D	5NHUTBT236T405985
60	2005 Kenworth W-900	39606D	1NKDL00X35R091577
63	1998 International	22850D	1HTSLAAMOWH598546
64	2001 Ford Ranger	39604D	1FTYR14U41TA64179
66	2003 F-550	50176D	1FDAW57P53EC35693
67	Zodiac Boat & Trailer	25098D	XF020610C898; 1CXBT1410XS903372

FIRE DISTRICT 12			
UNIT #	YEAR/MAKE/MODEL	LICENSE #	VIN #
61	1961 Crown		

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 4th, 2019

AGENDA ITEM: Amendment to MMC 3.63.030 (3)(b) Low-Income Disabled Citizen	
PREPARED BY: Jan Berg Asst. Finance Director /John Nield, Financial Operations Manager	DIRECTOR APPROVAL:
DEPARTMENT: Finance	
ATTACHMENTS: Draft Ordinance Updating the definition of Low-Income Disabled Citizen for reduced utility rates.	
BUDGET CODE:	AMOUNT:

SUMMARY:

It has been brought to the Finance Department's attention that the income threshold used to qualify for the city's reduced utility rates for low-income disabled citizens is different than most of the surrounding jurisdictions making it harder for citizens to qualify for the reduced rates.

The proposed code amendment would change the income threshold to use the very low income level for the Seattle/Tacoma/Bellevue area as established and amended by survey from time to time by the United States Department of Housing and Urban Development. The definition of income level will bring the city's low-income disabled citizen income consistent with the majority of neighboring jurisdictions.

RECOMMENDED ACTION: Staff recommends that City Council adopt the proposed Ordinance amending MMC 3.63.030 (3)(b)Low-Income Disabled Citizen.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING SECTION 3.63.030 OF THE MUNICIPAL CODE
REGARDING LOW-INCOME DISABLED CITIZENS' ELIGIBILITY FOR
UTILITY RATE RELIEF.**

WHEREAS, the City is authorized by RCW 74.38.070 to offer reduced utility rates to low-income citizens and has done so since 2004; and

WHEREAS, the income criteria identified in the municipal code to determine eligibility for utility rate relief for low-income disabled residents is much lower than in neighboring jurisdictions resulting in fewer disabled Marysville citizens being eligible for utility rate relief; and

WHEREAS, the United States Department of Housing and Urban Development sets income limits to determine eligibility for assisted housing programs and many nearby jurisdictions use the "very low income" level to determine eligibility for utility rate relief; and

WHEREAS, public health and welfare would be enhanced by the City using the "very low income" level set by HUD to determine eligibility for utility rate relief.

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

SECTION 1. Section 3.63.030 of the municipal code is amended as set forth in Exhibit A.

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

SECTION 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date (5 days after publication): _____

EXHIBIT A

3.63.030 Eligibility for senior citizen low-income and/or disabled low-income rate.

The occupant of a single-family dwelling unit, duplex, multifamily complex or mobile home park shall be eligible for the rate reduction under the following conditions:

- (1) The dwelling unit must be occupied by the person claiming eligibility as his or her principal place of residence.
- (2) The person claiming the rate must be the head of the household for the dwelling unit in question.
- (3) The person claiming eligibility for the senior citizen rate must qualify in one of the following categories:
 - (a) Low-Income Senior Citizen. "Low-income senior citizen" means a person who is 62 years of age or older and whose total income including that of his or her spouse or co-tenant does not exceed the amount specified in RCW [84.36.381\(5\)\(a\)](#), as now or hereafter amended.
 - (b) Low-Income Disabled Citizen. "Low-income disabled citizen" means a person whose income, including that of his or her spouse or co-tenant, does not exceed the amount specified in ~~RCW 70.164.020(6)~~ [for the "very low income" level set most recently by the United States Department of Housing and Urban Development for the Seattle/Bellevue metropolitan area](#) and:
 - (i) A person qualifying for special parking privileges under RCW [46.19.010\(1\)](#);
 - (ii) A blind person as defined in RCW [74.18.020](#); or
 - (iii) A disabled, handicapped or incapacitated person as defined under any other existing state or federal program.

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 2/11/2018

AGENDA ITEM: AN ORDINANCE OF THE CITY OF MARYSVILLE, WA, AUTHORIZING THE CITY OF MARYSVILLE TO CONTINUE TO IMPOSE A SALES AND USE TAX AS AUTHORIZED BY RCW 82.14.415 AS A CREDIT AGAINST STATE SALES AND USE TAX; CERTIFYING THE COSTS TO PROVIDE MUNICIPAL SERVICES TO THE CENTRAL MARYSVILLE ANNEXATION AREA; AND SETTING A NEW THRESHOLD AMOUNT FOR FISCAL YEAR 2019 RELATING TO ANNEXATIONS.	
PREPARED BY: Sandy Langdon, Finance Dir. DEPARTMENT: Finance	DIRECTOR APPROVAL:
ATTACHMENTS: Proposed Ordinance	
BUDGET CODE:	AMOUNT:

SUMMARY:

The attached ordinance authorizes the continuance of the current 0.2% state sales and use tax credit as provided by RCW 82.14.415

RCW 82.14.515 allows the City to impose a 0.2% credit against state sales and use tax for annexation populations of at least 20,000 to assist with funding the costs of a newly annexed area, Central Marysville, for a period of ten years. This credit is funded from the State’s portion of sales and use tax (6.5%) and is calculated on the entire City sales and use tax gross receipts

In order to continue receiving the credit the City is required to provide the Department of Revenue a new threshold amount for the next fiscal year, and notice of any applicable tax rate changes. The City estimates the projected cost to be at least \$14,035,095 to provide municipal services to the annexation area which exceeds the projected general revenue to be \$10,361,155 that the City would otherwise receive from the Central Marysville Annexation Area on an annual basis and which results in an estimated revenue shortfall of \$3,673,940. The estimated 0.2% of 2019 retail sales is \$2,435,562.

RECOMMENDED ACTION: Staff recommends Council adopt the ordinance to continue to impose sales and use tax as authorized by RCW 82.14.415 as a credit against state sales and use tax; certifying the costs to provide municipal services to the central Marysville annexation area; and setting a new threshold amount for the fiscal year 2019 relating to annexations.

CITY OF MARYSVILLE
Marysville WA, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, AUTHORIZING THE CITY OF MARYSVILLE TO CONTINUE TO IMPOSE A SALES AND USE TAX AS AUTHORIZED BY RCW 82.14.415 AS A CREDIT AGAINST STATE SALES AND USE TAX; CERTIFYING THE COSTS TO PROVIDE MUNICIPAL SERVICES TO THE CENTRAL MARYSVILLE ANNEXATION AREA; AND SETTING A NEW THRESHOLD AMOUNT FOR FISCAL YEAR 2019 RELATING TO ANNEXATIONS.

WHEREAS, state law authorizes the reallocation of the sales tax already collected by the state to be remitted to the City to assist with funding the costs of certain newly annexed areas; and

WHEREAS, the City Council of the City of Marysville, Washington, adopted its Ordinance No. 2792, annexing the Central Marysville Annexation Area with a population of at least 20,000 people, effective December 30, 2009 (“Central Marysville Annexation Area”); and

WHEREAS, pursuant to RCW 82.14.415, the City is authorized, under the circumstances of this annexation, to impose a sales and use tax as authorized with that tax being a credit against the state tax; and

WHEREAS, with the passage of Ordinance No. 2799 in November 2009, the City imposed such a sales and use tax under RCW 82.14.415 for the Central Marysville Annexation Area; and

WHEREAS, the City Council finds and determines that the projected cost of at least \$14,035,095 to provide municipal services to the annexation area exceeds the projected general revenue estimated to be \$10,361,155 that the City would otherwise receive from the Central Marysville Annexation Area on an annual basis and which results in an estimated revenue shortfall of \$3,673,940; and

WHEREAS, due to said revenue shortfall, the City Council finds that it is appropriate to continue said sales and use tax for the Central Marysville Annexation Area under the authority of RCW 82.14.415.

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

Section 1. Continuation of sales and use tax under authority of RCW 82.14.415 and Ordinance No. 2799. The continuation of the sales and use tax for the Central Marysville Annexation Area as previously authorized and imposed pursuant to RCW 82.14.415 and Ordinance No. 2799 at a tax rate of 0.2% is hereby authorized and renewed for 2019.

Section 2. Certification of costs to provide municipal services to Central Marysville Annexation Area. In accordance with RCW 82.14.415(9), it is hereby certified that the costs to provide municipal services to the Central Marysville Annexation Area fiscal year 2019 is \$14,035,095.

Section 3. Threshold amount. The threshold amount for the Central Marysville Annexation Area for fiscal year 2019 for imposing the sales and use tax credit under RCW 82.14.415 is \$3,673,940.

Section 4. Effective Date. This Ordinance shall be effective (5) five days following adoption and publication.

PASSED by the City Council and APPROVED by the Mayor this ____ day of February, 2019.

JON NEHRING, Mayor

ATTEST:

TINA BROCK, Deputy City Clerk

APPROVED AS TO FORM:

JON WALKER, City Attorney

Index #13



State Legislative Priorities

Specific Project Funding Needs

- **Grove Street Overcrossing** **\$1.53M (design)**
 Grove Street is a critical east-west corridor in downtown Marysville. Building a new overcrossing at the BNSF mainline between Cedar Avenue and State Avenue will help eliminate significant congestion and lengthy traffic backups currently experienced due to increasing train traffic through the city. Total project cost estimate is \$24M. The City seeks \$1.53M to finalize design.
- **Waterfront** **\$500K (design)**
 Ebey Waterfront Park Expansion is a significant effort by the City of Marysville to improve its most prominent gateway by developing a regional destination connecting users to the Qwuloolt Estuary, Ebey Slough and the Ebey Waterfront Trail System. Total project cost is estimated at \$18.35M.
- **156th Street NE Overcrossing** **\$1M (design)**
 The City proposes to reinstate the public railroad crossing with an overcrossing at the BNSF mainline track at 156th Street NE just west of Interstate 5 and about a mile south of the Smokey Point/SR 531 (172nd Street NE) freeway interchange. Total project cost estimate is \$12.35M.
- **Vocational Training Program** **\$1.5M**
 The City of Marysville is partnering with Snohomish County, the Marysville School District and many other regional partners to launch a Regional Apprenticeship Pathways Program. This program includes a dual credit feature to attract high school students and adult learners into family wage careers through a systematic and accelerated career connected education design. Initial funding has been secured to launch the program. The City of Marysville is requesting the inclusion of \$1.5M in the 2019-21 Biennial Budget for ongoing support of the program.

Other Priorities

Arlington-Marysville Manufacturing Industrial Center

Marysville and Arlington are jointly seeking Puget Sound Regional Council designation as a Regional Manufacturing and Industrial Center for the 4,000-acre MIC shared by the cities. With nearly 2,400 developable acres and expanding infrastructure, this joint project offers an attractive option for businesses wanting to locate in the Puget Sound region at this time of high rents and low vacancy rates overall. Another incentive to prospective businesses is a state property tax exemption for companies that meet employment and wage requirements. Learn more at www.marysvillewa.gov/mic.

RCO-Youth Athletic Facilities Grant Program

The City of Marysville is requesting support for the full \$13M requested of this grant program. Marysville has a key project that is dependent upon this funding. The Cedar Field Renovation project will serve 3,000 youth year-round if completed. Matching funds raised after a two-year fundraising effort include a commitment of \$322,929. Funding support from Little League, Snohomish County, City of Marysville and private contributions was secured following the State RCO and WWRC's call to seek projects for the YAF program.

Homelessness, Mental Health and Opioid Addiction

Marysville, Arlington and Snohomish County initiated an embedded social worker program in 2018 that works with law enforcement to offer help including social services to those in crisis, many of them with drug addiction and/or mental health issues. We ask the state to recognize the great impact of these issues on all our communities and further support programs dealing with substance abuse and mental illness.

Public Defense Services Funding Bill

The City of Marysville supports HB1086 for the increase of state funding in regards to public defense services. The Bill requests a 10 percent funding increase every year, reaching full funding provided by 2029.

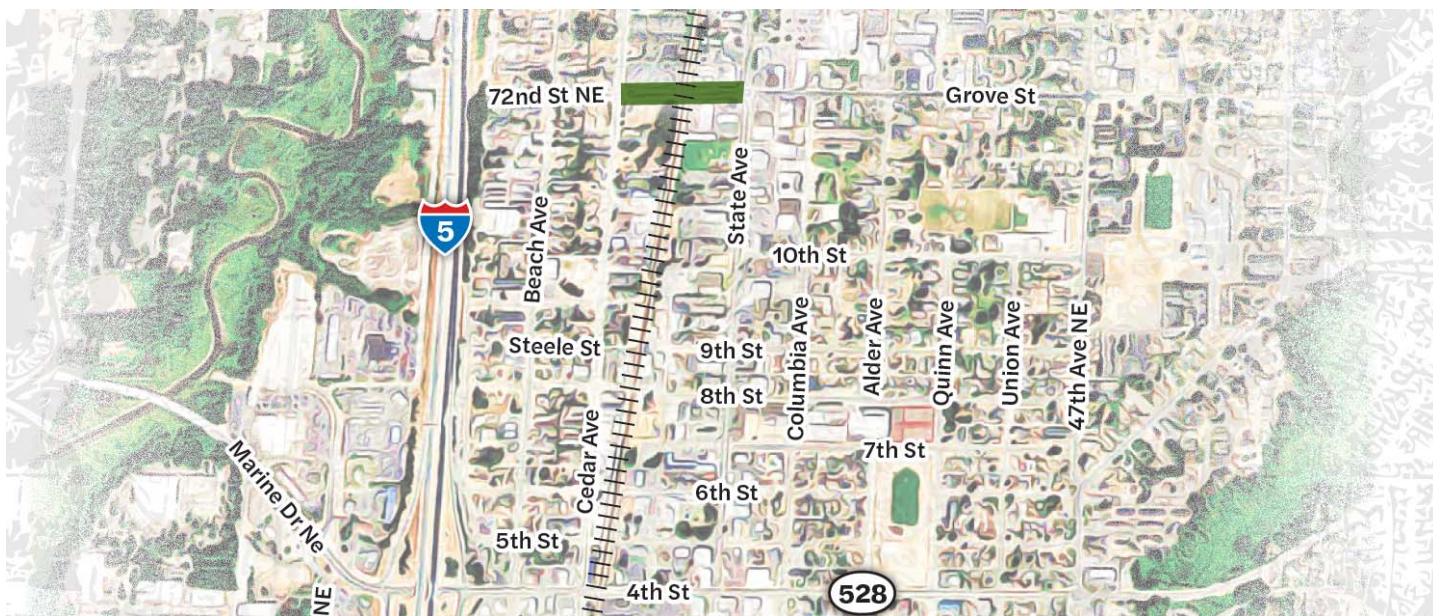
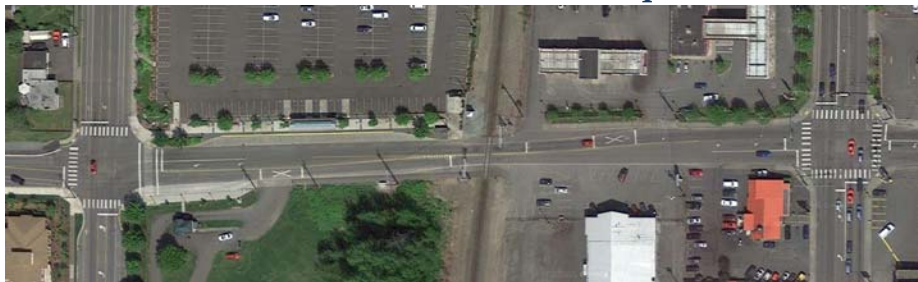


Grove Street Overcrossing

Project Background

The Grove Street Overcrossing project in Marysville proposes to build an overcrossing that would span the BNSF Railway track on Grove Street from State Avenue to Cedar Avenue. The tracks run between and nearly parallel to Interstate 5 and State Avenue/State Route 529. The tracks significantly impede the east-west flow of traffic into and through the downtown core, compounding the lack of sufficient traffic capacity between I-5 and State Route 9. The City aims to alleviate congestion and increase overall east-west connectivity along key corridors in its downtown. In 2015, the City conducted a grade separation study to determine which key corridor would be most suitable for grade separation at the railway track. Through a qualitative review and screening process, this study identified Grove Street as the preferred location.

Total Request: \$1,530,000



Existing At-Grade Crossing Grove Street

Improvements

The Grove Street Overcrossing project proposes to construct an overcrossing that would span the BNSF Railway track. The overcrossing bridge would be about 67 feet wide and 120 feet long. The location along Grove Street is ideal because it has the least impact on adjacent property and also provides the longest distance between arterial streets, Cedar Avenue and State Avenue.

Total project cost is estimated at \$24M and includes design, right of way, permitting and construction. The current 30% design effort is funded with \$500K from the State and \$400K from the City. Overall design costs are estimated at \$2.43M. The city seeks \$1.53M in funding to complete the design, to submit for permits and evaluate right-of-way needs.



Ebey Waterfront Park Expansion Project

Project Background

Estimated Cost: \$500,000

The Ebey Waterfront Park Expansion Project represents a significant effort by the City of Marysville to improve its most prominent gateway first impression by developing a regional destination that will connect users to the newly restored Qwuloolt Estuary, Ebey Slough and the Ebey Waterfront Trail system.

The City is seeking funding to support continued development of the Ebey Waterfront Park and to promote economic development within the City's Downtown and its connection to the Waterfront.



The project is currently funded by the City to a 30% design effort. Once completed by March 2019, the City will be ready to submit for permits. The City held a pre-application meeting with the Army Corps of Engineers, WDFW, Department of Ecology and the Tulalip Tribes. These permitting agencies provided positive feedback toward the City's goal of reclaiming the waterfront while providing key improvements toward shoreline enhancement.

The project will require filling an existing lagoon. The City has available funds for environmental cleanup and has invested in an advanced mitigation site to address estuarine impacts associated with filling the lagoon.

Improvements

The City desires to advance construction of portions of the Ebey Waterfront Park project as depicted at left. This includes construction of the plaza on 1st Street (Item 1), a pedestrian pathway around the perimeter of the park expansion project (Item 23) and a modified stage (Item 4). These improvements will fit within the overall vision for the park.

The City seeks \$500,000 toward construction of these interim improvements associated with the Ebey Waterfront Park project.





156th Street NE Railroad Overcrossing

Total Request: \$1,000,000

Project Background

The 156th Street NE Railroad Overcrossing project in Marysville proposes to reinstate the public railroad crossing with an overcrossing at the BNSF Railway mainline track at 156th Street NE just west of Interstate 5. This crossing was once a public at-grade road crossing that was closed by BNSF and the WUTC in the early 2000s without recognition of future growth needs west of I-5. Reinstating this crossing will support future development and provide much-needed expanded public access to and from I-5 for north Snohomish County residents and businesses.

Access

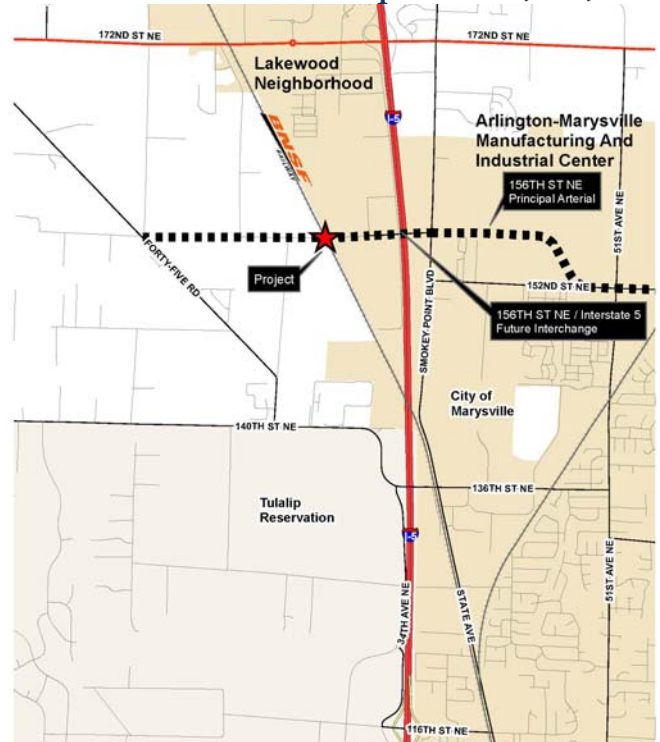
Current access to and from the freeway in this vicinity occurs at the interchange of I-5 and State Route 531 (172nd Street NE). A future I-5 interchange at 156th Street NE is funded under Connecting Washington (\$42M, 2025-31). Once complete, this will provide an alternative access to and from I-5, but traffic west of I-5 will essentially be landlocked by the parallel railroad line. While the City has planned connections through the developing Lakewood neighborhood, a railroad overcrossing at 156th Street NE will better accommodate traffic circulation and growth in the region.

Development

The City of Marysville, in partnership with adjacent property owners, constructed the overcrossing at 156th and I-5 in 2013 to spur development and provide access to the Arlington-Marysville Manufacturing and Industrial Center and the Lakewood neighborhood. The City has funded the design phase of arterial improvements that will build out 156th St. NE, 51st Ave. NE and 160th St. NE. Tremendous commercial and residential growth is taking place in the City's Lakewood Neighborhood Master Planned area and adjacent unincorporated Snohomish County west of I-5, causing increased congestion and significant daily traffic impacts along SR 531 (172nd Street NE).

Improvements

Total project cost for the 156th Street NE Overcrossing project that would span the BNSF Railway track is estimated at \$12.35M including design, right-of-way, permitting and construction. The City's request of \$1.0 million will complete 30% design, identify permit and right-of-way needs, and establish an accurate construction cost. The City also desires to include this railroad overcrossing project at 156th St. NE with the planned interchange project funded through the Connecting Washington package. By advancing design and leveraging future Connecting Washington funds, the City would be in a better position to compete for additional funds towards the 156th St NE Railroad Overcrossing project.



Former at-grade RR crossing closed in early 2000s



Overcrossing at I-5 & 156th Street NE

Regional Apprenticeship Pathways Program

Snohomish County, along with a robust group of community partners, respectfully requests the inclusion of \$1.5 million in the 2019-21 Biennial Operating Budget for the Regional Apprenticeship Pathways Program

PROGRAM CONCEPT The Regional Apprenticeship Pathways (RAP) Program includes a dual credit feature to attract high school students and adult learners into family wage careers through a systematic and accelerated career-connected education design.

MOTIVATION According to *Workforce Snohomish*, projected growth is strong for jobs in the skilled trades industry: carpenters, electricians, and construction laborers over the next decade. 2200 new jobs are expected in Snohomish County alone. However, the average age of a construction apprentice is in his or her late twenties, representing a “lost decade of productivity” for many young adults after high school.

COMMUNITY NEED There is a compelling need for the development of a **clear and seamless education pathway to a career in the skilled trades**, designed to work for students by aligning and coordinating the efforts and contributions of labor, industry, K-12, higher education, community-based organizations, and government.

STAKEHOLDERS

Snohomish County is just one of the partners in a broad coalition* dedicated to the success of this program. Below are the stakeholders and advocates that will support the efforts to make RAP a success:



***Expanded list of stakeholders:** Snohomish County, City of Arlington, Everett Community College, IBEW 191 (Electricians), Pacific NW Regional Council of Carpenters, City of Marysville, Marysville School District, LIUNA Local 292 (Laborers), Snohomish County Labor Council, Northwest Carpenters Institute, IBEW, Workforce Snohomish, Washington Alliance for Better Schools, Community Transit, Associated General Contractors of Washington, City of Stanwood, City of Granite Falls, Port of Everett, Stanwood Camano School District, Lakewood School District, Sound Transit, Town of Darrington, Economic Alliance of Snohomish County, Puget Sound Energy, IBEW 89, Granite Falls School District, Arlington School District.

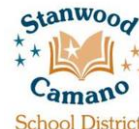
STAKEHOLDERS

(continued)

LOCAL INVESTMENT The County is proud to be working with a robust coalition and an invested community. These partners have generously contributed to the initiation of this project by funding startup costs, including procurement of a facility to house the training center, equipment, and curriculum. The following are just a few local contributions that have already been made, indicating strong community investment in this project:

- \$200,000 contribution from Snohomish County;
- Existing facility from Marysville School District;
- Curriculum development from labor and education partners;
- Grant writing services from Marysville School District;
- Equipment pledges from both labor and industry partners.

Funding Details Startup costs have been funded through local partners. The inclusion of this operating budget request would ensure the ongoing funding of the program. The County recognizes that each dollar from the state must be accounted for and utilized responsibly. The state dollars would fund education and support staff, technology costs, and administrative support for the program.



CITY OF GRANITE FALLS



***Expanded list of stakeholders:** Snohomish County, City of Arlington, Everett Community College, IBEW 191 (Electricians), Pacific NW Regional Council of Carpenters, City of Marysville, Marysville School District, LIUNA Local 292 (Laborers), Snohomish County Labor Council, Northwest Carpenters Institute, IBEW, Workforce Snohomish, Washington Alliance for Better Schools, Community Transit, Associated General Contractors of Washington, City of Stanwood, City of Granite Falls, Port of Everett, Stanwood Camano School District, Lakewood School District, Sound Transit, Town of Darrington, Economic Alliance of Snohomish County, Puget Sound Energy, IBEW 89, Granite Falls School District, Arlington School District.



Arlington Marysville

Manufacturing Industrial Center

Planning Study & Recognition

The cities of Marysville and Arlington are working together to have the Arlington Marysville MIC recognized as a Regional Manufacturing and Industrial Center by the Puget Sound Regional Council (PSRC). The PSRC adopted a Regional Centers Framework report which gave a pathway for recognition in March 2018. This plan effort was funded with financial assistance from the CERB Board.

A requirement for recognition is a subarea plan for the Arlington Marysville MIC. The cities worked together to develop the joint plan which was approved by Arlington in December 2018 and Marysville in January 2019. The plan includes the policy document, an existing conditions report and a market study for the area.

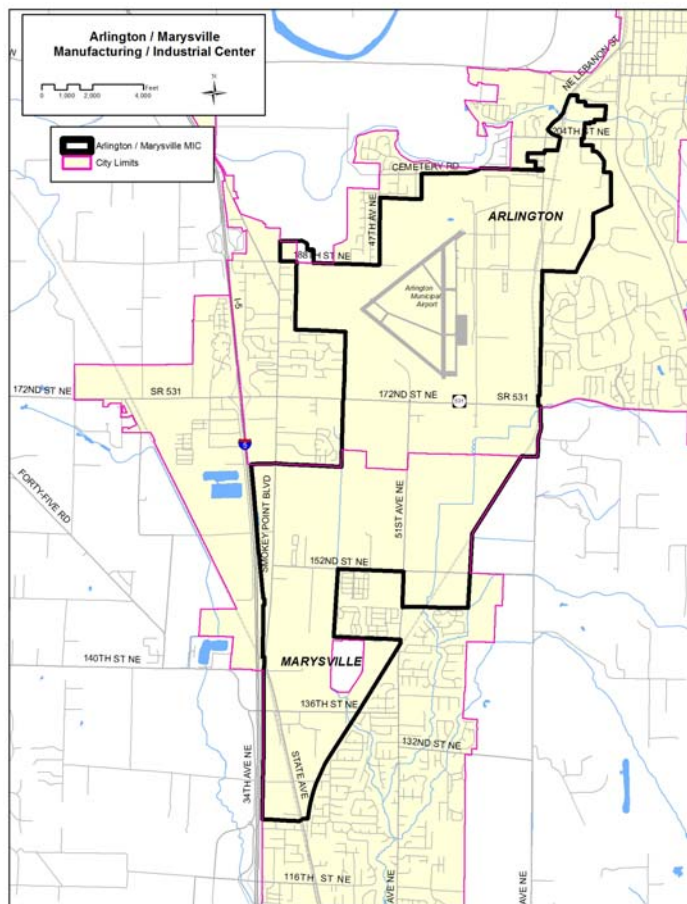
The market study projects that the MIC will attract some 25,000 jobs by 2040. The region's low vacancy rate and high rents overall (and in the Everett/Paine Field area specifically), coupled with robust demand for industrial spaces, is accelerating construction in the Arlington-Marysville MIC.

Development Investment Efforts

The City of Marysville has developed a regional drainage system that property owners can buy into to accommodate their storm water drainage needs. Several projects have taken advantage of this storm drainage system. The City of Marysville has invested in funding the initial design work for a new arterial street network that will extend 156th Street NE east to meet with 152nd Street NE. A new street at 160th Street NE will provide additional connectivity between Smokey Point Blvd. and 51st St. NE. This improvement will provide access to the industrial area and connect with the new Interstate 5 interchange to be developed at 156th Street NE, funded through Connecting Washington. The city is working to secure funding to build a bridge over the BNSF rail tracks west of the proposed 156th Street NE interchange to provide better access to I-5 for citizens to the west and to relieve traffic congestion on 172nd Street NE.

Implementation of Engrossed Senate Bill 5761

Marysville, Arlington and Snohomish County have implemented the property tax exemption for industrial and manufacturing construction. Two businesses that have applied for permits here are eligible to apply for this property tax exemption in 2019; they are an aerospace supply change manufacturer and a food processing plant. A website with information about the property tax exemption includes a link to the Manufacturing Resources Roadmap to help developers assess site feasibility, determine permit requirements and estimate costs and timelines for developing in Marysville. This Manufacturing Site Feasibility website was built with assistance from the Washington State Department of Commerce. Visit www.marysvillewa.gov/mic for more information.





Federal Legislative Priorities

Specific Project Funding Needs

- **Grove Street Overcrossing** **\$24M**
 Grove Street is a critical east-west corridor in downtown Marysville. Building a new overcrossing at the BNSF mainline between Cedar Avenue and State Avenue will help eliminate significant congestion and lengthy traffic backups currently experienced due to increasing train traffic through the city. Total project cost estimate is \$24M.
- **Waterfront** **\$18.3M**
 Ebey Waterfront Park Expansion is a significant effort by the City of Marysville to improve its most prominent gateway by developing a regional destination connecting users to the Qwuloolt Estuary, Ebey Slough and the Ebey Waterfront Trail System. Total project cost is estimated at \$18.35M.
- **156th Street NE Overcrossing** **\$12.35M**
 The City proposes to reinstate the public railroad crossing with an overcrossing at the BNSF mainline track at 156th Street NE just west of Interstate 5 and about a mile south of the Smokey Point/SR 531 (172nd Street NE) freeway interchange. Total project cost estimate is \$12.35M.

Other Priorities

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Marysville and Arlington are jointly seeking Puget Sound Regional Council designation as a Regional Manufacturing and Industrial Center for the 4,000-acre MIC shared by the cities. With nearly 2,400 developable acres and expanding infrastructure, this joint project offers an attractive option for businesses wanting to locate in the Puget Sound region at this time of high rents and low vacancy rates overall. Another incentive to prospective businesses is a state property tax exemption for companies that meet employment and wage requirements. Learn more at www.marysvillewa.gov/mic.

Homelessness, Mental Health and Opioid Addiction

Marysville, Arlington and Snohomish County initiated an embedded social worker program in 2018 that works with law enforcement to offer help including social services to those in crisis, many of them with drug addiction and/or mental health issues. We ask the federal government to recognize the great impact of these issues on all our communities and further support programs dealing with substance abuse and mental illness.

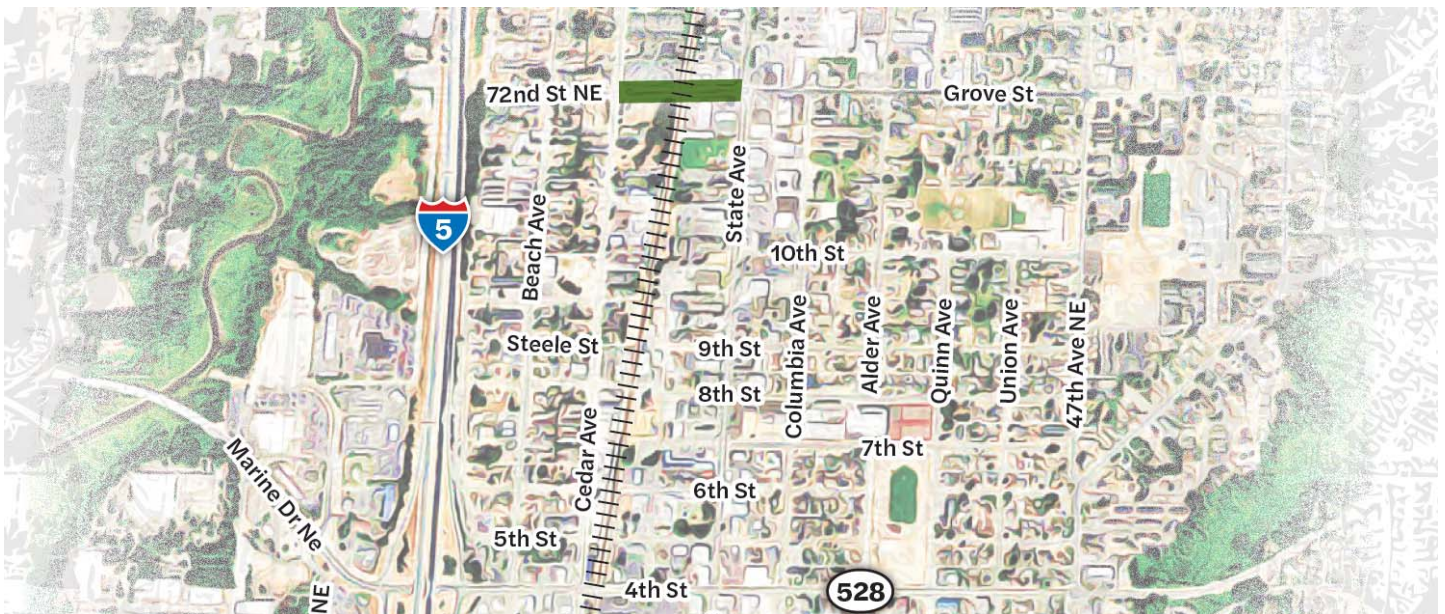


Grove Street Overcrossing

Total Request: \$24,000,000

Project Background

The Grove Street Overcrossing project in Marysville proposes to build an overcrossing that would span the BNSF Railway track on Grove Street from State Avenue to Cedar Avenue. The tracks run between and nearly parallel to Interstate 5 and State Avenue/State Route 529. The tracks significantly impede the east-west flow of traffic into and through the downtown core, compounding the lack of sufficient traffic capacity between I-5 and State Route 9. The City aims to alleviate congestion and increase overall east-west connectivity along key corridors in its downtown. In 2015, the City conducted a grade separation study to determine which key corridor would be most suitable for grade separation at the railway track. Through a qualitative review and screening process, this study identified Grove Street as the preferred location.



Existing At-Grade Crossing Grove Street

Improvements

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The current 30% design effort is funded with \$500K from the State and \$400K from the City. Overall design costs are estimated at \$2.43M with an additional \$1.53M needed to complete the design, submit for permits and evaluate right-of-way needs. Total project cost is estimated at \$24M and includes design, right of way, permitting and construction.



Ebey Waterfront Park Expansion Project

Project Background

The Ebey Waterfront Park Expansion Project represents a significant effort by the City of Marysville to improve its most prominent gateway first impression by developing a regional destination that will connect users to the newly restored Qwuloolt Estuary, Ebey Slough and the Ebey Waterfront Trail system.

The City is seeking funding to support continued development of the Ebey Waterfront Park and to promote economic development within the City's Downtown and its connection to the Waterfront.

Estimated Cost: \$18,300,000



The project is currently funded by the City to a 30% design effort. Once completed by March 2019, the City will be ready to submit for permits. The City held a pre-application meeting with the Army Corps of Engineers, WDFW, Department of Ecology and the Tulalip Tribes. These permitting agencies provided positive feedback toward the City's goal of reclaiming the waterfront while providing key improvements toward shoreline enhancement.

The project will require filling an existing lagoon. The City has available funds for environmental cleanup and has invested in an advanced mitigation site to address estuarine impacts associated with filling the lagoon.

Improvements

The City desires to advance construction of portions of the Ebey Waterfront Park project as depicted at left. This includes construction of the plaza on 1st Street (Item 1), a pedestrian pathway around the perimeter of the park expansion project (Item 23) and a modified stage (Item 4). These improvements will fit within the overall vision for the park.

The total estimated cost for the Ebey Waterfront Park Expansion \$18.3M.





156th Street NE

Railroad Overcrossing

Total Request: \$12,350,000

Project Background

The 156th Street NE Railroad Overcrossing project in Marysville proposes to reinstate the public railroad crossing with an overcrossing at the BNSF Railway mainline track at 156th Street NE just west of Interstate 5. This crossing was once a public at-grade road crossing that was closed by BNSF and the WUTC in the early 2000s without recognition of future growth needs west of I-5. Reinstating this crossing will support future development and provide much-needed expanded public access to and from I-5 for north Snohomish County residents and businesses.

Access

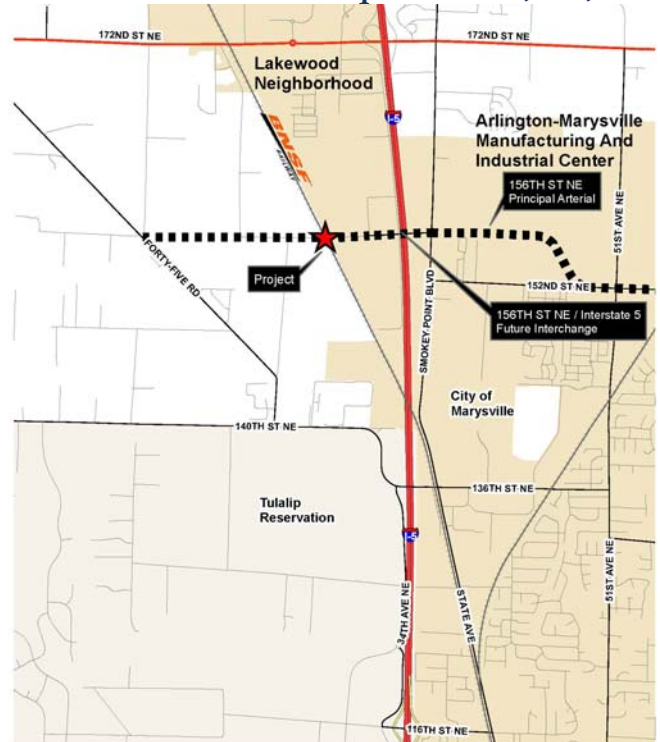
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Development

The City of Marysville, in partnership with adjacent property owners, constructed the overcrossing at 156th and I-5 in 2013 to spur development and provide access to the Arlington-Marysville Manufacturing and Industrial Center and the Lakewood neighborhood. The City has funded the design phase of arterial improvements that will build out 156th St. NE, 51st Ave. NE and 160th St. NE. Tremendous commercial and residential growth is taking place in the City's Lakewood Neighborhood Master Planned area and adjacent unincorporated Snohomish County west of I-5, causing increased congestion and significant daily traffic impacts along SR 531 (172nd Street NE).

Improvements

Total project cost for the 156th Street NE Overcrossing project that would span the BNSF Railway track is estimated at \$12.35M including design, right-of-way, permitting and construction. The City also desires to include this railroad overcrossing project at 156th St. NE with the planned interchange project funded through the Connecting Washington package. By advancing design and leveraging future Connecting Washington funds, the City would be in a better position to compete for additional funds towards the 156th St NE Railroad Overcrossing project.





Arlington Marysville

Manufacturing Industrial Center

Planning Study & Recognition

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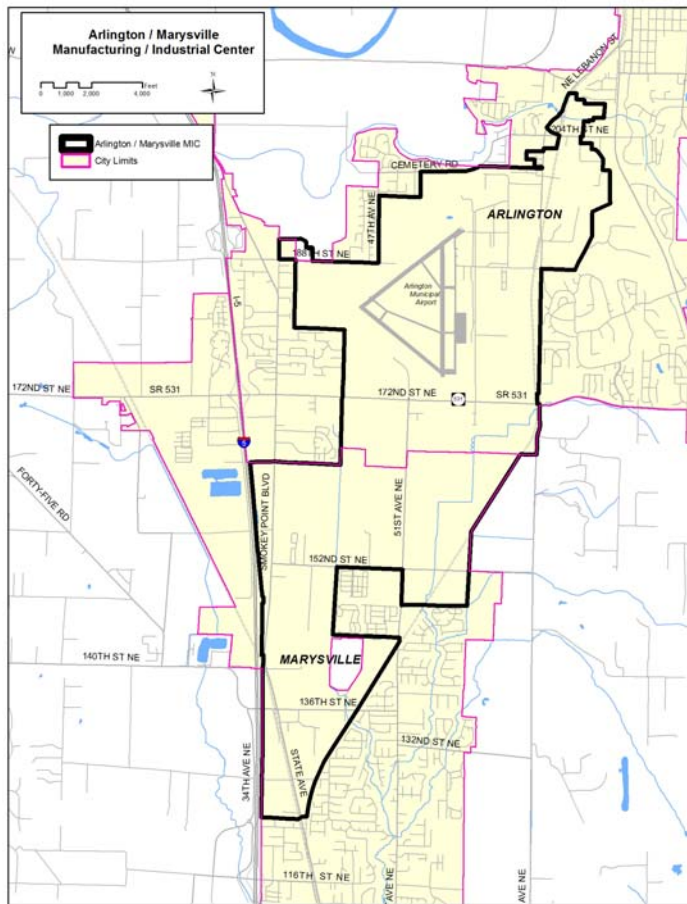
The market study projects that the MIC will attract some 25,000 jobs by 2040. The region’s low vacancy rate and high rents overall (and in the Everett/Paine Field area specifically), coupled with robust demand for industrial spaces, is accelerating construction in the Arlington-Marysville MIC.

Development Investment Efforts

The City of Marysville has developed a regional drainage system that property owners can buy into to accommodate their storm water drainage needs. Several projects have taken advantage of this storm drainage system. The City of Marysville has invested in funding the initial design work for a new arterial street network that will extend 156th Street NE east to meet with 152nd Street NE. A new street at 160th Street NE will provide additional connectivity between Smokey Point Blvd. and 51st St. NE. This improvement will provide access to the industrial area and connect with the new Interstate 5 interchange to be developed at 156th Street NE, funded through Connecting Washington. The city is working to secure funding to build a bridge over the BNSF rail tracks west of the proposed 156th Street NE interchange to provide better access to I-5 for citizens to the west and to relieve traffic congestion on 172nd Street NE.

Implementation of Engrossed Senate Bill 5761

Marysville, Arlington and Snohomish County have implemented the property tax exemption for industrial and manufacturing construction. Two businesses that have applied for permits here are eligible to apply for this property tax exemption in 2019; they are an aerospace supply change manufacturer and a food processing plant. A website with information about the property tax exemption includes a link to the Manufacturing Resources Roadmap to help developers assess site feasibility, determine permit requirements and estimate costs and timelines for developing in Marysville. This Manufacturing Site Feasibility website was built with assistance from the Washington State Department of Commerce. Visit www.marysvillewa.gov/mic for more information.



Index #12

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

CITY COUNCIL MEETING DATE: 2/11/19

AGENDA ITEM:	
Discussion of City Levy Rate in regards to Proposed Regional Fire Authority Formation	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
City of Marysville – 2019 Regular Levy – Post RFA Adjustment Presentation	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Regional Fire Authority Planning Committee of the City of Marysville and Snohomish County Fire Protection District No. 12 has agreed on a plan to send to the voters. Within the plan identifies a funding source of a levy rate to be set at \$1.45 per \$1,000 of assessed home value. This setting of this levy rates impacts the City’s levy capacity.

For demonstration purposes 2019 levy rate figures will be used. The levy rate is the result of total property tax collections divided by the city’s total assessed value (AV) per \$1,000 (collections of \$14,111,675 divided by AV of \$7,978,271,413/1,000 = \$1.77 levy rate). This levy rate is capped at \$3.60 with the inclusion of library and fire districts. With the RFA at \$1.45 and the Library at \$0.47, the \$3.60 cap results in a cap to the city of \$1.68, a reduction of \$0.09 from the levy rate and \$71,807 of collections.

The City has contracted with the District for fire services since the 1980’s. Payment of the services are calculated each year, for 2019 the payment is \$8,133,483 for non-EMS tax services. If an RFA is formed the payment obligation is satisfied directly by property taxes, resulting in an optional reduction of City property tax collections.

To equalize the City’s property tax collections as a result of an RFA formation a levy rate of \$0.75 must be maintained.

RECOMMENDED ACTION: Staff recommend the council direct staff on an estimated levy rate that would result from the RFA formation to be included in communications for Proposition No. 1

City of Marysville - 2019 Regular Levy - Post RFA Adjustment

(use of 2019 information is for presentation only)

	<u>Component</u>	<u>Value</u>	<u>Formula</u>	<u>Notes</u>
A	2019 City A/V	\$7,978,571,413		Based upon latest AV provided
B	2019 City Regular Property Tax Collection	\$14,111,675		
C	2019 City Regular Rate	\$1.77	B/(A/1,000)	
D	2019 City Payment - Fire ILA (\$)	\$8,133,483		
E	2020 City Payment - Fire Regular Levy ILA (levy)	\$1.02	D/(A/1,000)	Effective rate of ILA payment expressed as a levy rate
F	2019 City Regular Prop. Tax Collection LESS Fire Payment	\$5,978,192.00	B-D	
	City "Break-Even" Levy Rate AFTER RFA Formation	\$0.75	F/(A/1,000)	

Post RFA Limit Levy & Reduction Calculation (\$1,000/AV)

City Statutory Limit	\$3.60	
Less 2019 Library	(\$0.47)	2019 Levy LID, voter approved - April 2018
Less 2019 RFA Regular	(\$1.45)	
City Statutory Cap (after jurisdiction reductions)	\$1.68	
Available City Manual Levy Reduction	(\$0.93)	
City "Break-Even" Levy Rate AFTER RFA Formation	\$0.75	

Hypothetical 2019 Tax Statement - With City Maintaining Current General Fund Revenue Level (exclusive of FIRE)

2019 Hypothetical (As if RFA was this year)		City Resident Pre-RFA	City Resident Post-RFA	FD12 Pre-RFA	FD 12 Post-FRA
Resident Tax Statement	REGULAR	\$ 1.77	\$ 0.75	\$ 1.03	\$ -
	EMS	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
	RFA	\$ -	\$ 1.45	\$ -	\$ 1.45
Total Rate Paid City & Fire		\$ 2.27	\$ 2.70	\$ 1.53	\$ 1.95
LEVY RATE INCREASE ESTIMATE		Item 12 - 2	\$ 0.43		\$ 0.42
Taxpayer Additional Tax (\$300,000 Home Value)	\$ 300,000		\$ 129.39		\$ 126.00

Available City Manual Levy Reduction

2019 City AV
\$7,978,571,413

Levy Increment	\$ 300,000 Home Value Additional Tax	City Additional Collections
\$ 0.05	\$ 15.00	\$398,928.57
\$ 0.10	\$ 30.00	\$797,857.14
\$ 0.15	\$ 45.00	\$1,196,785.71
\$ 0.20	\$ 60.00	\$1,595,714.28
\$ 0.25	\$ 75.00	\$1,994,642.85
\$ 0.30	\$ 90.00	\$2,393,571.42
\$ 0.35	\$ 105.00	\$2,792,499.99
\$ 0.40	\$ 120.00	\$3,191,428.57
\$ 0.45	\$ 135.00	\$3,590,357.14
\$ 0.50	\$ 150.00	\$3,989,285.71
\$ 0.55	\$ 165.00	\$4,388,214.28
\$ 0.60	\$ 180.00	\$4,787,142.85
\$ 0.65	\$ 195.00	\$5,186,071.42
\$ 0.70	\$ 210.00	\$5,584,999.99
\$ 0.75	\$ 225.00	\$5,983,928.56
\$ 0.80	\$ 240.00	\$6,382,857.13
\$ 0.85	\$ 255.00	\$6,781,785.70
\$ 0.90	\$ 270.00	\$7,180,714.27
\$ 0.93	\$ 279.00	\$7,420,071.41

Item 12-3

Explanatory Statement [DRAFT]

Proposition 1 asks voters to decide whether to form a Regional Fire Authority (RFA) to be known as the Marysville Fire District encompassing the boundaries of the City of Marysville and Snohomish County Fire District 12. If Proposition 1 passes, a RFA will be formed on October 1, 2019, in accordance with the plan approved by the City Council and Board of Fire Commissioners. The RFA will be a separate entity governed by a board of four Marysville City Councilmembers and one Fire District 12 Commissioner.

If the measure is approved, the RFA would levy taxes to be collected beginning in 2020. The RFA levy will be \$1.45 per \$1,000 of assessed value. The owner of a \$300,000 home in the city limits will pay about \$XXX.XX more a year in tax or about \$XX.XX per month. The owner of a \$300,000 home in the District boundaries will pay about \$126.00 more a year in tax or about \$10.50 per month.

[[link to RFA Joint Resolution/Plan](#)]

RFA Time Line

2019

Schedule Date	Action	Due Date
4-Feb	Council Workshop - RFA Ballot Resolution (includes RFA Plan)	22-Feb
11-Feb	Council Meeting - RFA Ballot Resolution (includes RFA Plan)	22-Feb
21-Feb	Determine City 2020 levy rate estimate	22-Feb
20-Feb	Submit Ballot measure cover sheet/Resolution to County	22-Feb
	Explanatory statement	22-Feb
	Pro/con appointments	22-Feb
	Pro/con statements	26-Feb
	Pro/con rebuttals	28-Feb
	Military/overseas ballots mailed	23-Mar
	Ballots mailed	4-Apr
	Election - simple majority needed	23-Apr
	Special election certified	3-May
1-Oct	RFA effective date	1-Oct
25-Nov	Set 2020 Levy Rate	27-Nov