

Marysville City Council Meeting**September 9, 2019****7:00 p.m.****City Hall****Call to Order****Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations**

A. Proclamation Declaring September 2019 as Childhood Cancer Awareness Month in Marysville.

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

1. Approval of the July 1, 2019 City Council Work Session Minutes.
2. Approval of the July 8, 2019 City Council Meeting Minutes.
3. Approval of the July 22, 2019 City Council Meeting Minutes.

Consent

9. Approval of the August 20, 2019 Payroll in the Amount of \$1,341,325.85, Paid by EFT Transactions and Check Numbers 32605 through 32638 with a Direct Deposit Voided and Check Numbers 32605 and 32638 Issued. *
10. Approval of the August 21, 2019 Claims in the Amount of \$499,371.42 Paid by EFT Transactions and Check Number's 134571 through 134719 with Check Number 134407 Voided.
12. Consider Approving the 2019 Local JAG Funds in the Amount of \$13,585 for the Purpose of the Police Department Handgun Transition.
13. Consider Approving the First Addendum to School Resource Officer Agreement with Marysville School District for 2018-2019 School Year.

****These items have been added or revised from the materials previously distributed in the packets for the September 3, 2019 Work Session.***

Marysville City Council Meeting

September 9, 2019

7:00 p.m.

City Hall

14. Consider Approving the Interlocal Agreement with Marysville School District for School Resource Officers 2019 – 2020 and 2020 – 2021 School Years.
15. Consider Approving the Renewal Interlocal Agreement with Snohomish County for SNOCAT Services.
16. Consider Approving the Addendum to the Professional Services Agreement with Government Portfolio Advisors.
17. Consider Approving the Supplemental Agreement No. 2 to the City's Professional Services Agreement in the Amount of \$31,261.00 with KPFF Consulting Engineers.
18. Consider Approving the Purchase of a New Caterpillar Excavator in the Amount of \$90,822.89 from NC Machinery.
19. Consider Approving the Local Agency Funding Agreement Supplement No. 2 with Washington State Department of Transportation for State Avenue, 3rd Street to 80th Street Highway Safety Improvement Program.
20. Consider Approving the Supplemental Agreement No. 1 with HDR, Inc. in the Amount of \$999,879.57 for the 88th Street NE Corridor Project.
21. Consider Approving the Easements to Allow PUD Access to Operate and Maintain Facilities within Joint Utility Trench, along 1st Street, and State, Alder and Columbia Avenues.
22. Consider Approving the Temporary Construction Easement for the Plat of Deer Hill – Storm Drainage.
23. Consider Approving the Intergovernmental Agreement with Washington Military Department for EMAC and PNEMA Assistance.
24. Consider Approving the **Recovery Contract** for Utility Construction Cost – Sewer for the Plat of Karter's Ridge.
25. Consider Approving the **Recovery Contract** for Utility Construction Cost – Water for the Plat of Karter's Ridge.

Review Bids

Public Hearings

New Business

**These items have been added or revised from the materials previously distributed in the packets for the September 3, 2019 Work Session.*

Marysville City Council Meeting

September 9, 2019

7:00 p.m.

City Hall

26. Consider Approving a **Resolution** Proclaiming October 2019 as Unity and Wellness Month.

27. Consider Approving a **Resolution** Accepting the Donation from Marysville Rotary.

28. Consider Approving a **Resolution** Accepting Funds from the Marysville Community Parks Foundation to Assist the Youth Athletic Scholarship Program.

30. Consider Approving a **Resolution** to Adopt Legislation to Authorize a Sales and Use Tax for Affordable and Supportive Housing.

31. Consider Approving the Appointment of Two Members to One-Year Terms and Two Members to Two-Year Terms to serve on the Regional Fire Authority Governing Board.*

Legal

Mayor's Business

29. Consider Approving the Appointment of Elizabeth Card to the Community and Housing Development Citizen Advisory Committee.

Staff Business

Call on Councilmembers

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two business days prior to the meeting date if any special accommodations are needed for this meeting.

**These items have been added or revised from the materials previously distributed in the packets for the September 3, 2019 Work Session.*

A



PROCLAMATION

Declaring September 2019 as Childhood Cancer Awareness Month in Marysville

WHEREAS, each year more than 300,000 children and youth under the age of 19 are diagnosed with cancer worldwide; and

WHEREAS, childhood cancer is the leading disease-related cause of death for children in the United States and many other countries; and

WHEREAS, two-thirds of those who survive childhood cancer endure chronic health conditions from the toxic effects of cancer treatment, including secondary cancers and other life-threatening illnesses; and

WHEREAS, the causes of childhood cancer are largely unknown and more study is needed to understand which treatments work best for children; and

WHEREAS, cancer treatment for children often must differ from traditional adult treatments to take into account children’s developmental needs and other factors; and

WHEREAS, Marysville children are among many hundreds of children who have been successfully treated for cancer at Seattle Children’s Hospital, and many of their families dedicate their time as volunteers and advocates to raise awareness about childhood cancer and the need for a cure; and

WHEREAS, among those efforts is support for the Strong Cares Guild, a local non-profit holding its first annual ‘Taco ‘Bout A Cure’ fundraiser on Sept. 28 in Snohomish to benefit Seattle Children’s Hospital and Strong Against Cancer; and

WHEREAS, Marysville is a caring community that supports children and families;

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim September 2019 as

CHILDHOOD CANCER AWARENESS MONTH

in the City of Marysville. I encourage all Marysville residents to learn more about childhood cancers and consider what we all can do to support children with cancer and their families.

Under my hand and seal this ninth day of September, 2019.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor

Index #1

COUNCIL*DRAFT*
MINUTES

Work Session
July 1, 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), Rob Toyer

Absent: Michael Stevens, Jeff Vaughan

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Utility Manager Karen Latimer, Parks and Recreation Director Jim Ballew, Fire Chief Martin McFalls, Risk/Emergency Management Manager Diana Rose, Senior Planner Angela Gemmer and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember King, seconded by Councilmember James, to excuse the absence of Councilmember Stevens and Vaughan. **Motion** passed unanimously.

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

Committee Reports

Tom King reported that the LEOFF 1 Board met last week and approved two claims.

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

1. Approval of the June 3, 2019 City Council Work Session Minutes.
2. Approval of the June 10, 2019 City Council Meeting Minutes.

Consent

3. Approval of the June 19, 2019 Claims in the Amount of \$727,779.60 Paid by EFT Transactions and Check Numbers 133286 through 133441 with No Check Numbers Voided.
4. Approval of the June 26, 2019 Claims in the Amount of \$603,125.43 Paid by EFT Transactions and Check Numbers 133442 through 133592 with Check Numbers 126417, 126805, 128012, 129062, and 132758 Voided.

Review Bids

5. Consider the 2019 Roadway Re-Striping Project with Stripe Rite, Inc. in the Amount of \$179,435.67 and Approve a Management Reserve of \$8,971.78 for a Total Allocation of \$188,407.42.

Karen Latimer, Utility Manager, reviewed this item. Councilmember King asked if this is in addition to County striping services. Ms. Latimer explained the County doesn't offer that service anymore.

Public Hearings

New Business

6. Consider the Public Assistance Grant Agreement with Washington State Military Department.

Diana Rose, Risk/Emergency Management Manager explained this is for reimbursement for damage incurred in the December windstorm.

There were no questions.

7. Consider the Professional Services Agreement Supplemental Agreement No. 2 with MacLeod Reckord for the Ebey Waterfront Park Expansion Project.

Karen Latimer, Utility Manager, explained this is for a no-cost time extension of the contract. There were no comments or questions.

8. Consider the Professional Services Agreement with RH2 Engineering in the Amount of \$54,654.00 for Water Supply Operational Strategy Alternative Selection.

DRAFT

Karen Latimer, Utility Manager, explained this is a new PSA with RH2 Engineering to explore water supply alternatives for the City of Marysville.

Councilmember Norton asked when this would be done. Ms. Latimer said they expect it to be done a few months after they get the Highway 9 information.

Councilmember King asked if the City will still need to purchase water from Everett. Ms. Latimer explained that Marysville will always need to purchase water from Everett, but it will be significantly reduced.

9. Consider the Professional Services Agreement with Veolia Water Technologies, Inc. in the Amount of \$456,533.26 for Pilot Process to Remove Total Suspended Solids at the Waste Water Treatment Plant.

Utility Manager Karen Latimer reviewed this item. Councilmember James asked how long this would take. Ms. Latimer explained it would take four months total. Councilmember James asked how much it would cost to replace this permanently. Ms. Latimer estimated that it would be approximately \$2-3 million for all the treatment equipment, pumps, and chemical equipment. Councilmember Muller added that this is a seasonal issue which it improves as the weather changes.

Councilmember Muller asked if the City has talked about a permanent solution with the company. Ms. Latimer explained they would try to get a break with the company.

Councilmember King asked if city staff will operate the equipment. Ms. Latimer replied that staff will be trained, but there will be an expert on hand at the beginning portion of the contract.

Councilmember Norton asked about other long-term options. Ms. Latimer did not think there was anything else that would fit in such a small footprint. Councilmember Norton asked about implications of the non-compliance issue. Ms. Latimer explained that as long as the City is working toward a solution they are okay.

10. Consider the Customer Services Contract with Snohomish County Public Utility District to Underground Power along Delta Avenue as part of the Civic Campus Project.

Karen Latimer, Utility Manager, explained this is a request to have PUD underground electric power on Delta Avenue. This is necessary for the potential construction of the civic campus.

11. Consider the Professional Services Agreement for Engineering Design Services for the 2019 Citywide Highway Safety Improvement Project with Transportation Solutions, Inc. in the Amount of \$112,800.00.

Karen Latimer, Utility Manager, reviewed this grant-funded item. Staff is recommending moving forward with engineering services for design.

12. Consider the Landowner Agreement with Adopt-A-Stream Foundation for Stream Restoration at Strawberry Fields Park.

Karen Latimer, Utility Manager, reviewed this buffer planting project at Strawberry Fields Park. The first part of the project took place in April in the upper portion of the park. Phase 2 will plant 5.8 acres at the bottom of the park.

Councilmember James asked about the location of this. Director Ballew said it is southwest of the dog park.

13. Consider the Interlocal Agreement with the City of Lake Stevens for the Powerline Trail.

CAO Hirashima reported that the Lake Stevens Council approved the Soper Hill Road Agreement at their last meeting. They also approved the Powerline Trail Agreement with some revisions. She reviewed the proposed revisions related to the timeline and funding sources.

Councilmember James asked when the groundbreaking could occur for Soper Hill Road. CAO Hirashima explained that the City needs to obtain permits from Lake Stevens for their right of way and SEPA. It is possible that it would be constructed next year. She thanked everyone for their work on this.

Mayor Nehring commended Lake Stevens Councilmember Petershagen for getting this back on the agenda.

14. Consider the Professional Services Agreement with Welsh Commissioning Group for the Civic Center Project.

CAO Hirashima explained this is for commissioning services in order to meet the Washington State Energy Code as well as LEED standards. This will ensure that all the systems are designed and working properly to meet energy efficiency goals. This group will review design plans to make sure they look appropriate. As it is built they will be doing onsite testing for efficiency.

Councilmember James asked if the commissioning group could possibly slow the project down. CAO Hirashima explained they are there to help the City and represent them.

15. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Minor Amendments to the Wireless Communication Facilities and Small Cell Wireless Amendments.

Senior Planner Angela Gemmer reviewed this item. This addresses concerns raised by Verizon and PUD.

16. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Cottage Housing Development Amendments.

Senior Planner Angela Gemmer reviewed this item related to cottage housing. This would repeal and replace the existing cottage housing ordinance.

Councilmember Muller asked if the substantive language is still the same. Senior Planner Gemmer replied that it is generally the same with the exception of increased setbacks for perimeters adjacent to single family residences. The architectural standards are stronger than they were and based on Mukilteo's design standards.

Councilmember James asked about examples of what these would look like. Senior Planner Gemmer offered to find some to show Council. CAO Hirashima explained there are examples of cottage housing all over in areas such as Everett and Kirkland.

Legal

Mayor's Business

- The first July 4th event will be held this year. He expressed appreciation to everyone involved in this.
- Last Thursday the PSRC gave the MIC its unanimous approval. This opens up opportunities for federal dollars to alleviate traffic congestion and paves the way for future family wage jobs in the community. He thanked all the staff that has worked so hard on this over the years. He also thanked the City Council for the many years of support of this. He also thanked the many public partners including: the County Executive, County Council, PSRC, EASC, Marysville-Tulalip Chamber, Greater Seattle Partners, and the Port of Everett.

Staff Business

Sandy Langdon discussed the annual report document which had been distributed to Council.

Angela Gemmer had no further comments.

Karen Latimer had no further comments.

Director Ballew:

- Parks is prepared for the 4th of July event. They are expecting a significant crowd. He reviewed details of the event.
- He gave an update on golf course activity which is up 24% from last year.

Chief Smith had no comments.

Connie Mennie had no comments.

Chief McFalls:

- The Fire Board has reconvened its Fire Board Planning Committee. The last summer meeting will be held on July 22nd prior to the Council meeting.
- He wished everyone a safe 4th of July.

Jon Walker had no comments.

CAO Hirashima had no comments.

Call on Councilmembers

Mark James reported that he enjoyed representing the City at the AWC Conference in Spokane. He discussed some of the topics of classes he attended.

Tom King:

- He attended Kiwanis Splish Splash Concert on behalf of the Kiwanis Club. There was a nice turnout.
- The Snohomish and Island County Fire Commissioners met last week. They demonstrated a new tourniquet device and practiced CPR. The annual Washington State Fire Commissioners Conference will be held at Tulalip Resort this fall.
- New graphics were installed on the festival float trailer.

Steve Muller reported he was looking forward to the first 4th of July celebration.

Rob Toyer said he is also looking forward to the 4th of July.

Kamille Norton:

- She expressed appreciation to Sandy Langdon for the new document to read.
- She is also looking forward to the 4th of July. Thanks to staff for all the hard work required to pull it together.

Adjournment

The meeting was adjourned at 7:58 p.m.

Approved this _____ day of _____, 2019.

Mayor
Jon Nehring

Index #2

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Excuse the absence of Councilmember Vaughan	Approved
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Audience Participation	
Approval of Minutes	
Approval of the June 3, 2019 City Council Work Session Minutes.	Approved
Approval of the June 10, 2019 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the June 19, 2019 Claims in the Amount of \$727,779.60 Paid by EFT Transactions and Check Numbers 133286 through 133441 with No Check Numbers Voided	Approved
Approval of the June 26, 2019 Claims in the Amount of \$603,125.43 Paid by EFT Transactions and Check Numbers 133442 through 133592 with Check Numbers 126417, 126805, 128012, 129062, and 132758 Voided.	Approved
Consider the Public Assistance Grant Agreement with Washington State Military Department.	Approved
Consider the Professional Services Agreement Supplemental Agreement No. 2 with MacLeod Reckord for the Ebey Waterfront Park Expansion Project.	Approved
Consider the Professional Services Agreement with RH2 Engineering in the Amount of \$54,654.00 for Water Supply Operational Strategy Alternative Selection.	Approved
Consider the Professional Services Agreement with Veolia Water Technologies, Inc. in the Amount of \$456,533.26 for Pilot Process to Remove Total Suspended Solids at the Waste Water Treatment Plant.	Approved
Consider the Customer Services Contract with Snohomish County Public Utility District to Underground Power along Delta Avenue as part of the Civic Campus Project.	Approved
Consider the Professional Services Agreement for Engineering Design Services for the 2019 Citywide Highway Safety Improvement Project with Transportation Solutions, Inc. in the Amount of \$112,800.00.	Approved
Consider the Landowner Agreement with Adopt-A-Stream Foundation for Stream Restoration at Strawberry Fields Park.	Approved
Consider the Interlocal Agreement with the City of Lake Stevens for the Powerline Trail.	Approved
Consider the Professional Services Agreement with Welsh Commissioning Group for the Civic Center Project.	Approved
Review Bids	
Consider the 2019 Roadway Re-Striping Project with Stripe Rite, Inc. in the Amount of \$179,435.67 and Approve a Management Reserve of \$8,971.78 for a Total Allocation of \$188,407.42.	Approved
Public Hearings	
New Business	

Consider an Ordinance Affirming the Planning Commission’s Recommendation and Adopt the Minor Amendments to the Wireless Communication Facilities and Small Cell Wireless Amendments.	Approved Ordinance No. 3129
Consider an Ordinance Affirming the Planning Commission’s Recommendation and Adopt the Cottage Housing Development Amendments.	Approved Ordinance No. 3130
Legal	
Mayor’s Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:38 p.m.
Executive Session	7:45 p.m.
Personnel – one item	No Action
Adjournment	7:55 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
July 8, 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. Pastor Greg Kanehan gave the invocation.

Roll Call

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

Mayor: Jon Nehring

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

Absent: Jeff Vaughan

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Utility Manager Karen Latimer, Parks Director Jim Ballew, Senior Planner Angela Gemmer, Deputy Fire Chief Jeff Cole

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

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

Committee Reports

None

Audience Participation

DRAFT

Rolland Thomas, 7707, 62nd NE, Marysville, asked about WATV law in Marysville. Mayor Nehring explained this is not currently authorized. He suggested that it could be put on the Public Safety Committee agenda for discussion.

Steve Powell, 4728 75th Ne, Marysville, Kiwanis Club President, thanked the City of Marysville for allowing the Kiwanis Club to be part of the 4th of July activities. He reported that they raised \$1300 which will be used for scholarships.

Robert Pearce, 5417 80th Avenue NE, Marysville, read a statement in support of the Lake Stevens Powerline Trail.

Approval of Minutes

1. Approval of the June 3, 2019 City Council Work Session Minutes.

Councilmember Stevens indicate he would be abstaining.

Motion made by Councilmember Muller, seconded by Councilmember Norton, to approve the June 3, 2019 City Council Work Session Minutes. **Motion** passed (5-0) with Councilmember Stevens abstaining.

2. Approval of the June 10, 2019 City Council Meeting Minutes.

Motion made by Councilmember King, seconded by Councilmember James, to approve the June 10, 2019 City Council Meeting Minutes. **Motion** passed unanimously.

Consent

3. Approval of the June 19, 2019 Claims in the Amount of \$727,779.60 Paid by EFT Transactions and Check Numbers 133286 through 133441 with No Check Numbers Voided.
4. Approval of the June 26, 2019 Claims in the Amount of \$603,125.43 Paid by EFT Transactions and Check Numbers 133442 through 133592 with Check Numbers 126417, 126805, 128012, 129062, and 132758 Voided.
6. Consider the Public Assistance Grant Agreement with Washington State Military Department.
7. Consider the Professional Services Agreement Supplemental Agreement No. 2 with MacLeod Reckord for the Ebey Waterfront Park Expansion Project.
8. Consider the Professional Services Agreement with RH2 Engineering in the Amount of \$54,654.00 for Water Supply Operational Strategy Alternative Selection.

DRAFT

9. Consider the Professional Services Agreement with Veolia Water Technologies, Inc. in the Amount of \$456,533.26 for Pilot Process to Remove Total Suspended Solids at the Waste Water Treatment Plant.
10. Consider the Customer Services Contract with Snohomish County Public Utility District to Underground Power along Delta Avenue as part of the Civic Campus Project.
11. Consider the Professional Services Agreement for Engineering Design Services for the 2019 Citywide Highway Safety Improvement Project with Transportation Solutions, Inc. in the Amount of \$112,800.00.
12. Consider the Landowner Agreement with Adopt-A-Stream Foundation for Stream Restoration at Strawberry Fields Park.
13. Consider the Interlocal Agreement with the City of Lake Stevens for the Powerline Trail.
14. Consider the Professional Services Agreement with Welsh Commissioning Group for the Civic Center Project.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to approve Consent Agenda items 3, 4, and 6-14. **Motion** passed unanimously.

Review Bids

5. Consider the 2019 Roadway Re-Striping Project with Stripe Rite, Inc. in the Amount of \$179,435.67 and Approve a Management Reserve of \$8,971.78 for a Total Allocation of \$188,407.42.

Utility Manager Karen Latimer reviewed this item which would award a contract to Stripe Rite for the City's annual roadway restriping project. This will restripe all streets in Marysville.

Motion made by Councilmember James, seconded by Councilmember King, to authorize the Mayor to sign and execute the 2019 Roadway Re-Striping Project with Stripe Rite, Inc. in the Amount of \$179,435.67 and Approve a Management Reserve of \$8,971.78 for a Total Allocation of \$188,407.42. **Motion** passed unanimously.

Public Hearings

New Business

15. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Minor Amendments to the Wireless Communication Facilities and Small Cell Wireless Amendments.

DRAFT

Senior Planner Angela Gemmer reviewed this item which would address comments made by Verizon Wireless in the small cell wireless code amendments adoption process. The amendments have been presented to the wireless industry and the PUD. All outstanding concerns have been addressed.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to approve Ordinance No. 3129. **Motion** passed unanimously.

16. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Cottage Housing Development Amendments.

Councilmember King recused himself.

Senior Planner Angela Gemmer reviewed this item which would amend the City's current cottage housing provisions. A lot of the substantive standards remain the same; however it is being reorganized with new architectural design standards and some changes to dimensional standards. There are also clarifications to access expectations.

In response to Council questions at the work session, she presented examples of a cottage housing project constructed in Mukilteo. Information about valuation of cottages was also provided.

Councilmember Muller asked about minimum lot sizes. Senior Planner Gemmer explained minimum lot size would be determined both by the density and dimensional standards (building and impervious coverage and setbacks) and also not to exceed the net project area calculation for the specific zone in which it is located. On average this is expected to be about 1800-2000 square feet.

Council President Norton asked for clarification about zoning guidelines under 2(d). Senior Planner Gemmer explained this was planned in part to help accommodate the project they are working on. Certain factors are deemed desirable for siting these types of developments; these include things like proximity to parks, schools, and open spaces.

Motion made by Councilmember Stevens, seconded by Councilmember James, to approve Ordinance No. 3130. **Motion** passed unanimously.

Councilmember King returned to the meeting.

Mayor's Business

Mayor Nehring thanked the Parks, Culture, and Recreation Department; the Police Department; and everyone else involved in the 4th of July event. He heard nothing but very positive comments about the event. He acknowledged the committee involved in studying this and bringing this forward to the Council.

Staff Business

Chief Smith had the following comments:

- He also thanked Parks for putting this event together. Everything ran very smoothly. He noted that the volunteers for the event were phenomenal. He gave an update on fireworks enforcement numbers. The number of complaints was down, but the number of citations was up.
- He commented on the “Be Someone’s Hero: Stand Up to Bullying” bracelets he had distributed to the Council. These will be handed out at the Youth Academy.

Jon Walker reported the need for an Executive Session to review the performance of an employee. No action is expected, and it was expected to last ten minutes.

Deputy Fire Chief Cole echoed positive comments about the 4th of July event. This went off very well without any issues. He gave an update on fireworks related events, noting that there were no incidents attributed to fireworks within the city limits.

Angela Gemmer had no further comments.

Jim Ballew had the following comments:

- He reported that the 4th of July event was a lot of fun and went very well with no issues. He thanked Connie Mennie and her team for educating the community on where to go and what to do.
- He discussed the music and movie guide which was distributed to Council. Those activities start this week.
- He also distributed an updated brochure on the Ebey Waterfront Trail.

Karen Latimer had no further comments.

Gloria Hirashima commended Jim Ballew and the Parks Department for another amazing event, but sadly reported that he will be retiring at the end of September.

Call on Councilmembers

Mark James commented that he really enjoyed the 4th of July event.

Tom King also enjoyed the event. He expressed appreciation to the City for letting the Kiwanis sell concessions.

Michael Stevens said he heard great things about the 4th of July celebration as well as firework activity related to the 4th of July. He wasn’t able to attend, but saw a lot of great videos.

Rob Toyer echoed positive comments about the 4th of July event.

Steve Muller commented that it was a great family event.

DRAFT

Kamille Norton expressed appreciation for the 4th of July event.

Adjournment

Council recessed at 7:38 p.m. and reconvened in Executive Session at 7:45 p.m. It was expected to last ten minutes.

Executive Session

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

Executive session ended at 7:55 p.m. with no action taken.

Adjournment

The meeting was adjourned at 7:55 p.m.

Approved this _____ day of _____, 2019.

Mayor
Jon Nehring

Index #3

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Excuse the absence of Councilmembers Muller and Norton	Approved
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Mental Health Court (MAP) - Judge Towers	Presented
Matthew Oaks Certificate of Appreciation	Presented
Audience Participation	
Approval of Minutes	
Approval of the June 24, 2019 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the July 3, 2019 Claims in the Amount of \$1,410,029.36 Paid by EFT Transactions and Check Numbers 133593 through 133718 with Check Number 125940 Voided.	Approved
Approval of the July 5, 2019 Payroll in the Amount of \$2,020,176.38, Paid by EFT Transactions and Check Numbers 32483 through 32538.	Approved
Approval of the July 10, 2019 Claims in the Amount of \$719,447.65 Paid by EFT Transactions and Check Numbers 133719 through 133900 with Check Numbers 133649 and 133698 Voided.	Approved
Approval of the July 17, 2019 Claims in the Amount of \$463,609.49 Paid by EFT Transactions and Check Numbers 133901 through 134030 with Check Number 133822 Voided.	Approved
Approval of the July 19, 2019 Payroll in the Amount of \$1,381,353.19, Paid by EFT Transactions and Check Number's 32539 through 32568.	Approved
Review Bids	
Public Hearings	
New Business	
Consider Approving the Community Beautification Program Grant Review Committee's Recommendation on Award Funding.	Approved
Consider Approving the Extension of the Professional Services Agreement between the City of Marysville and Valli Information Systems dba Billing Document Specialist.	Approved
Consider Approving an Additional Sergeant Position and Funding for the Remainder of the 2019-2020 Biennial Budget.	Approved
Consider Approving the Grant Amendment with the Washington State Military Department.	Approved
Consider Approving the Easement to Public Utility District No. 1 of Snohomish County in Exchange for PUD Paying the City \$5,000 and Paying Any Applicable Real Estate Excise Tax.	Approved
Consider Approving an Ordinance Adopting a New MMC 10.04.385 Regarding Animal Removal Petitions.	Approved Ordinance No. 3131
Consider Approving the Utility Relocation Agreement with Frontier Communications Northwest Inc. for the State Avenue Corridor Widening Project.	Approved
Consider Approving the Re-Appointment of Steve Leifer to the Planning	Approved

Commission.	
Consider Approving the Re-Appointment of Kelly Huestis, Roger Hoen, Mark James, and Tom King to the Community and Housing Development Citizens Advisory Committee.	Approved
Consider Approving the Re-Appointment of Matthew Rosenthal, Jesica Stickles, Mary Kirkland, and Charles Lee to the Hotel/Motel Committee.	Approved
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:26 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
July 22, 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. Greg Kanehan gave the invocation.

Roll Call

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

Mayor: Jon Nehring

Council: Mark James, Tom King, Michael Stevens, Rob Toyer, and Jeff Vaughan

Absent: Kamille Norton, Steve Muller

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Asst. Police Chief Jeffrey Goldman, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Fire Chief Martin McFalls, Judge Lorrie Towers, Judge Fred Gillings, and Asst. Court Administrator Kim Ricker and Recording Secretary Laurie Hugdahl.

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

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

Committee Reports

Councilmember King reported on the July 10 Parks Board meeting where there was an overview of opera house and parks projects. There was also a presentation on the

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Cedarcrest Golf Course. He also reported on the recent Fire Board meeting where there was a badge pinning ceremony for two firefighters.

Councilmember James reported on the Governmental Affairs Committee meeting with the Tulalip Tribal Board on July 16 where they discussed: 88th Street Overpass, Underpass at 4th, Cedar Grove composting odor, housing affordability, mental health, and opioid abuse issues.

Councilmember Vaughan reported on the July 17 Finance Committee meeting. Revenues are strong, and expenditures are tracking according to budget.

Presentations

A. Mental Health Court (MAP) - Judge Towers

Judge Lorrie Towers, Judge Fred Gillings, and Asst. Court Administrator Kim Ricker gave an overview of 2018 numbers and made a presentation regarding the Mental Health Alternatives Program (MAP). MAP is a type of therapeutic court that uses continuous and intense judicially supervised treatments and services to reduce criminal activity.

B. Matthew Oaks Certificate of Appreciation

Mayor Nehring discussed Matt's time with the City and expressed appreciation for his assistance.

Audience Participation

Dave Webster, 8513 81st Drive NE, spoke regarding heavy trucks coming down Ingraham between SR 9 West to 67th Avenue NE. He expressed concern about the noise and also the impact this is having on the road. He spoke in support of implementing a weight restriction of 22,000 pounds to limit this type of traffic. He also recommended extending the school zone. Director Nielsen indicated staff would look into this.

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

1. Approval of the June 24, 2019 City Council Meeting Minutes.

Motion made by Councilmember King, seconded by Councilmember Stevens, to approve the June 24, 2019 City Council Meeting Minutes. **Motion** passed unanimously.

Consent

2. Approval of the July 3, 2019 Claims in the Amount of \$1,410,029.36 Paid by EFT Transactions and Check Numbers 133593 through 133718 with Check Number 125940 Voided.

3. Approval of the July 5, 2019 Payroll in the Amount of \$2,020,176.38, Paid by EFT Transactions and Check Numbers 32483 through 32538.
4. Approval of the July 10, 2019 Claims in the Amount of \$719,447.65 Paid by EFT Transactions and Check Numbers 133719 through 133900 with Check Numbers 133649 and 133698 Voided.
5. Approval of the July 17, 2019 Claims in the Amount of \$463,609.49 Paid by EFT Transactions and Check Numbers 133901 through 134030 with Check Number 133822 Voided.
6. Approval of the July 19, 2019 Payroll in the Amount of \$1,381,353.19, Paid by EFT Transactions and Check Number's 32539 through 32568.

Motion made by Councilmember James, seconded by Councilmember King, to approve Consent Agenda items 2-6. **Motion** passed unanimously.

Review Bids

Public Hearings

New Business

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

CAO Hirashima reviewed the proposed awards for the Community Beautification Program.

Motion made by Councilmember Stevens, seconded by Councilmember James, to approve the Community Beautification Program Grant Review Committee's Recommendation on Award Funding. **Motion** passed unanimously.

8. Consider Approving the Extension of the Professional Services Agreement between the City of Marysville and Valli Information Systems dba Billing Document Specialist.

Finance Director Langdon reviewed this item which was related to an extension of the contract for utility billing.

Motion made by Councilmember King, seconded by Councilmember Toyer, to authorize the Mayor to sign the Extension of the Professional Services Agreement between the City of Marysville and Valli Information Systems dba Billing Document Specialist. **Motion** passed unanimously.

9. Consider Approving an Additional Sergeant Position and Funding for the Remainder of the 2019-2020 Biennial Budget.

CAO Hirashima reviewed this item which is expected to help with the accreditation process. She indicated staff would like flexibility to hire either a sergeant or a lieutenant position, whichever is determined to be a better alternative.

Motion made by Councilmember James, seconded by Councilmember Toyer, to approve an Additional Sergeant or Position and Funding for the Remainder of the 2019-2020 Biennial Budget. **Motion** passed unanimously.

10. Consider Approving the Grant Amendment with the Washington State Military Department.

City Attorney Walker reviewed this item which is an administrative matter. He suggested the Council might want to consider an amendment to the purchasing policy to allow the Mayor to handle items like this administratively. Councilmember Vaughan expressed interest in looking into that.

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve the Grant Amendment with the Washington State Military Department. **Motion** passed unanimously.

11. Consider Approving the Easement to Public Utility District No. 1 of Snohomish County in Exchange for PUD Paying the City \$5,000 and Paying Any Applicable Real Estate Excise Tax.

City Attorney Walker explained this is related to moving a PUD pole for the State Avenue project.

Motion made by Councilmember James, seconded by Councilmember King, to approve the Easement to Public Utility District No. 1 of Snohomish County in Exchange for PUD Paying the City \$5,000 and Paying Any Applicable Real Estate Excise Tax. **Motion** passed unanimously.

12. Consider Approving an Ordinance Adopting a New MMC 10.04.385 Regarding Animal Removal Petitions.

City Attorney Walker reviewed this item related to animals seized as a result of suspected animal cruelty. It would give the municipal court jurisdiction over those types of matters.

Motion made by Councilmember King, seconded by Councilmember James, to approve Ordinance No. 3131. **Motion** passed unanimously.

13. Consider Approving the Utility Relocation Agreement with Frontier Communications Northwest Inc. for the State Avenue Corridor Widening Project.

City Attorney Walker explained this is also related to the State Avenue project.

Motion made by Councilmember James, seconded by Councilmember King, to authorize the Mayor to sign the Utility Relocation Agreement with Frontier Communications Northwest Inc. for the State Avenue Corridor Widening Project.

Motion passed unanimously.

Legal

Mayor's Business

14. Consider Approving the Re-Appointment of Steve Leifer to the Planning Commission.

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to confirm the Re-Appointment of Steve Leifer to the Planning Commission. **Motion** passed unanimously.

15. Consider Approving the Re-Appointment of Kelly Huestis, Roger Hoen, Mark James, and Tom King to the Community and Housing Development Citizens Advisory Committee.

Motion made by Councilmember King, seconded by Councilmember Stevens, to approve the Re-Appointment of Kelly Huestis to the Community and Housing Development Citizens Advisory Committee. **Motion** passed unanimously.

Motion made by Councilmember James, seconded by Councilmember Toyer, to approve the Re-Appointment of Roger Hoen to the Community and Housing Development Citizens Advisory Committee. **Motion** passed unanimously.

Motion made by Councilmember Vaughan, seconded by Councilmember King, to approve the Re-Appointment of Mark James to the Community and Housing Development Citizens Advisory Committee. **Motion** passed 4-0 with councilmember James abstaining.

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to approve the Re-Appointment of Tom King to the Community and Housing Development Citizens Advisory Committee. **Motion** passed 4-0 with Councilmember King abstaining.

16. Consider Approving the Re-Appointment of Matthew Rosenthal, Jesica Stickles, Mary Kirkland, and Charles Lee to the Hotel/Motel Committee.

Motion made by Councilmember King, seconded by Councilmember James, to approve the Re-Appointment of Matthew Rosenthal, Jesica Stickles, Mary Kirkland, and Charles Lee to the Hotel/Motel Committee. **Motion** passed unanimously.

Mayor Nehring had the following comments:

- He had a great coffee klatch at Glenwood Mobile Estates last week.
- The Youth Academy graduation of 32 kids was another positive community event.

Staff Business

Assistant Police Chief Goldman had the following comments:

- This was the third Youth Academy, and it has been extremely valuable and emotional for the participants. He commended the robust SRO staff and outside entities that assist with this.
- The third annual public safety garage sale was held Saturday and raised \$3,003 for the Marysville Food Bank. Many other items were donated to local charities. He commended Leslie Burnett who continues to organize this.
- Coffee with a Cop will be on July 30 at Haggen's.
- National Night Out will be held on August 6.
- He thanked Council for consideration of the sergeant and/or lieutenant position.

Sandy Langdon gave an update on the audit process.

Fire Chief McFalls:

- He is looking forward to the appointment of the new Community Development Director.
- He thanked Director Ballew for his service and vision for the community.
- He expressed appreciation to Matthew Oaks and wished him well in his next adventure.
- He thanked the Council for all of their work this year and wished them a restful month off.

Jim Ballew:

- He congratulated Matthew Oaks and wished him well.
- He gave an update on the All-comers Track Event.
- Concerts and movies have started and are doing very well.
- The golf course is doing extremely well. He commended the team up there.

Kevin Nielsen reported that Public Works staff is busy building stuff and getting ready to build stuff. Things are moving ahead of schedule.

Jon Walker stated there was no need for an executive session.

Gloria Hirashima:

- She explained that staff just completed the hire of new Community Development Director Jeff Thomas who is currently the Community Development Director for the City of Sammamish and brings a wealth of experience. He will attend the first Council meeting in September.
- She thanked Matthew Oaks for his time with the City.

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- Thanks to the Council for approving the position with the police department.

Call on Councilmembers

Jeff Vaughan thanked the Council for his excused absences while he was away for both personal and business matters.

Mark James:

- He congratulated Matthew Oaks.
- He gave a report on highlights of the Puget Sound Regional Council Transportation Board meeting on July 11 and the Snohomish County Cities membership meeting.

Tom King:

- He also thanked Matthew Oaks for his work.
- He noted the Fire District is also going to pursue accreditation.
- He gave an update on recent Strawberry Festival float activities.

Michael Stevens had no comments.

Rob Toyer acknowledged candidates in the audience who were running for position 5.

Adjournment

The meeting was adjourned at 8:26 p.m.

Approved this _____ day of _____, 2019.

Mayor
Jon Nehring

Update
Index #9

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2019

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the August 20, 2019 payroll in the amount \$1,341,325.85, paid by EFT Transactions and Check No.'s 32605 through 32638 with a direct deposit voided and Check No.'s 32605 & 32638 issued.

COUNCIL ACTION:

Index #10

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 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 August 21, 2019 claims in the amount of \$499,371.42 paid by EFT transactions and Check No.'s 134571 through 134719 with Check No. 134407 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

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 **\$499,371.42 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 134571 THROUGH 134719 WITH CHECK NO. 134407 VOIDED.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **9th DAY OF SEPTEMBER 2019.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/15/2019 TO 8/21/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
134571	LICENSING, DEPT OF	CPL BATCH 8/19/19	GENERAL FUND	309.00
134572	REVENUE, DEPT OF	TAXES-JULY 2019	CITY CLERK	0.07
	REVENUE, DEPT OF		POLICE ADMINISTRATION	37.95
	REVENUE, DEPT OF		CITY STREETS	40.15
	REVENUE, DEPT OF		WATER/SEWER OPERATION	90.89
	REVENUE, DEPT OF		GOLF ADMINISTRATION	282.56
	REVENUE, DEPT OF		GENERAL FUND	1,390.74
	REVENUE, DEPT OF		STORM DRAINAGE	8,209.63
	REVENUE, DEPT OF		GOLF COURSE	20,473.50
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	22,434.47
	REVENUE, DEPT OF		UTIL ADMIN	67,066.48
134573	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	87.81
	ADVANTAGE BUILDING S		SUNNYSIDE FILTRATION	407.79
	ADVANTAGE BUILDING S		COMMUNITY CENTER	878.10
	ADVANTAGE BUILDING S		UTIL ADMIN	878.10
	ADVANTAGE BUILDING S		CITY HALL	1,317.15
	ADVANTAGE BUILDING S		COURT FACILITIES	1,317.15
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	1,403.30
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,756.09
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,896.70
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,951.47
134574	AKANA	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	24,951.56
134575	ANDERSON, MARILYN	UB REFUND	WATER/SEWER OPERATION	45.67
134576	APGAR, CATHY	REFUND CLASS FEES	PARKS-RECREATION	163.00
134577	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.88
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.88
134578	BANK OF AMERICA	SUBSCRIPTION EXPENSE	PARK & RECREATION FAC	8.95
134579	BANK OF AMERICA	GOOD TO GO TOLL CHARGES	POLICE PATROL	41.75
134580	BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	151.68
134581	BANK OF AMERICA	WEB/SUBSCRIPTION/SUPPLIES	FINANCE-GENL	8.95
	BANK OF AMERICA		COMPUTER SERVICES	30.91
	BANK OF AMERICA		WATER DIST MAINS	55.71
	BANK OF AMERICA		EXECUTIVE ADMIN	126.27
134582	BANK OF AMERICA	ADVERTISING	OPERA HOUSE	7.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	30.00
	BANK OF AMERICA		ENGR-GENL	40.00
	BANK OF AMERICA		GENERAL	40.00
	BANK OF AMERICA		EXECUTIVE ADMIN	40.00
	BANK OF AMERICA		COMMUNITY	80.00
	BANK OF AMERICA		UTIL ADMIN	120.00
134583	BANK OF AMERICA	PRE-EMPLOYMENT/TRAINING	SOLID WASTE OPERATIONS	41.95
	BANK OF AMERICA		UTIL ADMIN	219.90
	BANK OF AMERICA		TRAINING	220.00
134584	BANK OF AMERICA	CAMP SUPPLIES, ORCA CARDS & PHONE	RECREATION SERVICES	200.03
	BANK OF AMERICA		PARK & RECREATION FAC	302.11
134585	BANK OF AMERICA	TRAINING/TRAVEL	UTIL ADMIN	44.65
	BANK OF AMERICA		UTIL ADMIN	495.00
134586	BANK OF AMERICA	CONF/TRAVEL EXPENSE	MUNICIPAL COURTS	808.58
134587	BANK OF AMERICA	YOUTH ACADEMY AND TOOL BAG EXPENSE	POLICE PATROL	28.36
	BANK OF AMERICA		YOUTH SERVICES	1,410.24
134588	BANK OF AMERICA	INMATE SUPPLIES AND TRAINING EXPENSE	POLICE TRAINING-FIREARMS	100.00
	BANK OF AMERICA		DETENTION & CORRECTION	856.24
	BANK OF AMERICA		DETENTION & CORRECTION	980.57
134589	BERGER, TERRY	REFUND CLASS FEES	PARKS-RECREATION	163.00
134590	BICKFORD FORD	SPEAKER	EQUIPMENT RENTAL	26.68
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	EQUIPMENT RENTAL	170.22

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/15/2019 TO 8/21/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
134590	BICKFORD FORD	AC COMPRESSOR AND HOSES	EQUIPMENT RENTAL	594.02
134591	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,434.50
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,567.86
134592	BNSF RAILWAY COMPANY	PERMIT-SEWER PIPELINE #40101195	UTIL ADMIN	30.00
134593	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	368.29
134594	BOND, WILIAM & NANCY	UB REFUND	WATER/SEWER OPERATION	69.14
134595	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	93,418.59
134596	BROWNS PLUMBING	WWTP MAINTENANCE SUPPLIES	WASTE WATER TREATMENT	25.22
	BROWNS PLUMBING		WASTE WATER TREATMENT	234.89
134597	CADMAN MATERIALS INC	ASPHALT	TRANSPORTATION	382.60
	CADMAN MATERIALS INC		TRANSPORTATION	384.87
	CADMAN MATERIALS INC		TRANSPORTATION	1,062.18
	CADMAN MATERIALS INC		TRANSPORTATION	4,260.10
134598	CARDIN, JIM & DOREEN	UB REFUND	WATER/SEWER OPERATION	205.43
134599	CASCADE COLUMBIA	ALUMINUM SULFATE	WASTE WATER TREATMENT	3,355.61
	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	13,118.21
134600	CENTRAL WELDING SUPP	EAR MUFFS	ER&R	50.85
	CENTRAL WELDING SUPP		ER&R	74.24
	CENTRAL WELDING SUPP	PADLOCKS	ER&R	78.04
	CENTRAL WELDING SUPP	EAR PLUGS AND CLEANER	ER&R	85.25
	CENTRAL WELDING SUPP	EAR PLUGS, CLEANER AND GLASSES	ER&R	98.90
	CENTRAL WELDING SUPP	PADLOCKS AND RAKES	ER&R	162.80
	CENTRAL WELDING SUPP		ER&R	349.76
	CENTRAL WELDING SUPP	GLOVES	ER&R	458.73
	CENTRAL WELDING SUPP		ER&R	766.30
134601	COASTAL FARM & HOME	JEANS-HUDON	GENERAL	83.05
134602	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	296.24
134603	COMCAST	CABLE SERVICE-KBCC	COMMUNITY CENTER	24.90
134604	COOP SUPPLY	GRASS SEED	STORM DRAINAGE	153.00
134605	CORE & MAIN LP	WATER METER COVERS	WATER SERVICES	852.54
	CORE & MAIN LP	METER BOXES	WATER SERVICES	1,100.43
134606	CORRECTIONS, DEPT OF	WORK CREW JUNE 2019	WATER DIST MAINS	83.81
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	93.71
	CORRECTIONS, DEPT OF	WORK CREW ADDITIONAL HOURS JUNE 2019	WATER DIST MAINS	95.43
	CORRECTIONS, DEPT OF	WORK CREW JUNE 2019	ROADSIDE VEGETATION	576.34
134607	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	223.42
134608	COTE, CRAIG	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	150.00
134609	CRAIG, RUBY	UB REFUND	WATER/SEWER OPERATION	50.74
134610	D R HORTON	UB REFUND	WATER/SEWER OPERATION	50.00
134611	D.K. SYSTEMS, INC.	HVAC MAINTENANCE Q3 2019	SOURCE OF SUPPLY	109.85
	D.K. SYSTEMS, INC.	AC REPAIR	UTIL ADMIN	157.94
	D.K. SYSTEMS, INC.	HVAC MAINTENANCE Q3 2019	SUNNYSIDE FILTRATION	261.23
	D.K. SYSTEMS, INC.		OPERA HOUSE	288.01
	D.K. SYSTEMS, INC.		COMMUNITY CENTER	321.34
	D.K. SYSTEMS, INC.		WATER FILTRATION PLANT	625.20
	D.K. SYSTEMS, INC.		MAINT OF GENL PLANT	668.92
	D.K. SYSTEMS, INC.		COURT FACILITIES	807.18
	D.K. SYSTEMS, INC.		CITY HALL	998.46
	D.K. SYSTEMS, INC.		PARK & RECREATION FAC	1,025.23
	D.K. SYSTEMS, INC.		UTIL ADMIN	1,152.00
	D.K. SYSTEMS, INC.		WASTE WATER TREATMENT	1,426.37
	D.K. SYSTEMS, INC.		PUBLIC SAFETY BLDG	1,505.61
134612	DAVEY TREE SURGERY	TREE REMOVAL	FORESTRY MAINTENANCE	3,155.99
134613	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.75
	DICKS TOWING	TOWING EXPENSE-#P150	RISK MANAGEMENT	71.75
134614	DIGITAL DOLPHIN SUPP	TONER	POLICE ADMINISTRATION	258.84
134615	DOYLE, JEFFREY	UB REFUND	WATER/SEWER OPERATION	97.33
134616	DYER, ROBERT L	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	1,172.49

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/15/2019 TO 8/21/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
134640	JANASZ, CATHERINE	UB REFUND	WATER/SEWER OPERATION	314.30
134641	KALER, BAHADUR S & H	UB REFUND	GARBAGE	265.90
134642	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	247.50
	KIM, JAMIE S.		PUBLIC DEFENSE	300.00
	KIM, JAMIE S.		PUBLIC DEFENSE	300.00
134643	KINGSFORD, ANDREA	REIMBURSE CAMP SUPPLIES	RECREATION SERVICES	445.67
134644	LASTING IMPRESSIONS	HAT	POLICE PATROL	24.05
	LASTING IMPRESSIONS	SHIRTS	OFFICE OPERATIONS	34.08
	LASTING IMPRESSIONS		POLICE PATROL	158.05
	LASTING IMPRESSIONS	EMERGENCY MNGMNT AND ACS POLOS	EXECUTIVE ADMIN	342.26
134645	LES SCHWAB TIRE CTR	TIRES	ER&R	1,012.99
134646	LINDLOF, MARY	UB REFUND	WATER/SEWER OPERATION	231.53
134647	LOWES HIW INC	SPRAY	ER&R	20.62
134648	MARYSVILLE AWARDS	CD DIRECTOR NAMEPLATE	CITY COUNCIL	26.12
	MARYSVILLE AWARDS	SOFTBALL AWARDS	RECREATION SERVICES	74.86
134649	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	107.00
	MARYSVILLE PRINTING		GENERAL	114.68
	MARYSVILLE PRINTING		WASTE WATER TREATMENT	114.68
	MARYSVILLE PRINTING		COMMUNITY	120.14
	MARYSVILLE PRINTING		ENGR-GENL	229.35
134650	MARYSVILLE SPEED	EMERGENCY MNGMNT LIGHTING PACKAGE	TRAFFIC CONTROL DEVICES	6,005.87
134651	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE ST	PUBLIC SAFETY BLDG	2,888.29
134652	MCLOUGHLIN & EARDLEY	STROBE BULBS	ER&R	325.93
134653	MIDWEST CARD & ID	SALAMANDER LIVE SUBSCRIPTION	EXECUTIVE ADMIN	4,980.25
134654	MILTON, ANGELINE	UB REFUND	WATER/SEWER OPERATION	101.73
134655	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	COMMUNITY SERVICES UNIT	7.65
	MOBILEGUARD, INC.		RECREATION SERVICES	7.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	7.65
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATION	7.65
	MOBILEGUARD, INC.		SEWER MAIN COLLECTION	7.65
	MOBILEGUARD, INC.		ENGR-GENL	15.30
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	15.30
	MOBILEGUARD, INC.		SOLID WASTE CUSTOMER	15.30
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	15.30
	MOBILEGUARD, INC.		OFFICE OPERATIONS	22.95
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	22.95
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	22.95
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	27.20
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	38.25
	MOBILEGUARD, INC.		YOUTH SERVICES	38.25
	MOBILEGUARD, INC.		STORM DRAINAGE	38.25
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	45.90
	MOBILEGUARD, INC.		POLICE INVESTIGATION	53.55
	MOBILEGUARD, INC.		DETENTION & CORRECTION	53.55
	MOBILEGUARD, INC.		GENERAL	68.85
	MOBILEGUARD, INC.		WASTE WATER TREATMENT	68.85
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	114.75
	MOBILEGUARD, INC.		UTIL ADMIN	122.40
	MOBILEGUARD, INC.		POLICE PATROL	351.90
134656	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	406.50
134657	MOUNTAIN MIST	COOLER RENTAL AND WATER	COMMUNITY CENTER	8.53
134658	NC MACHINERY COMPANY	COUPLINGS	EQUIPMENT RENTAL	91.05
134659	NELSON, BETTY LOUISE	INSTRUCTOR SERVICES	RECREATION SERVICES	450.00
	NELSON, BETTY LOUISE		RECREATION SERVICES	540.00
134660	NESS & CAMPBELL CRAN	CRANE WORK-SAND FILTER	WASTE WATER TREATMENT	1,491.95
134661	NORMED	FIRST AID SUPPLIES	RECREATION SERVICES	83.00
	NORMED		RECREATION SERVICES	100.00
134662	NORTHWESTERN AUTO	DAMAGE REPAIR #P150	RISK MANAGEMENT	2,700.95

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/15/2019 TO 8/21/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
134663	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	80.86
	OFFICE DEPOT		POLICE PATROL	191.88
	OFFICE DEPOT		COMMUNITY	817.55
134664	OSTMANN, HEATHER	REFUND CLASS FEES	PARKS-RECREATION	163.00
134665	OWEN EQUIPMENT	BILLING ERROR FOR INV 00094304	EQUIPMENT RENTAL	-2,360.88
	OWEN EQUIPMENT	IGNITION SWITCH AND THROTTLE SWITCH	EQUIPMENT RENTAL	720.69
	OWEN EQUIPMENT	ROOTS/DRESSER/BLOWER ASSEMBLY	EQUIPMENT RENTAL	2,769.30
	OWEN EQUIPMENT	REBILL ROOTS/DRESSER/BLOWER ASSEMBLY	EQUIPMENT RENTAL	3,453.88
134666	PACIFIC POWER BATTER	BEACON BATTERIES	TRANSPORTATION	205.59
134667	PANTALEO, KATIE	REFUND CLASS FEES	PARKS-RECREATION	30.00
134668	PARTS STORE, THE	CORE REFUND	EQUIPMENT RENTAL	-21.86
	PARTS STORE, THE	FILTER	EQUIPMENT RENTAL	10.76
	PARTS STORE, THE	OIL FILTER AND OIL	SMALL ENGINE SHOP	25.59
	PARTS STORE, THE	PS PRESSURE HOSE	EQUIPMENT RENTAL	31.58
	PARTS STORE, THE	BRAKE CABLES	EQUIPMENT RENTAL	43.00
	PARTS STORE, THE	EXHAUST FLUID	STORM DRAINAGE	54.59
	PARTS STORE, THE		SEWER MAIN COLLECTION	54.60
	PARTS STORE, THE	FILTERS AND OIL	SMALL ENGINE SHOP	68.77
	PARTS STORE, THE		SMALL ENGINE SHOP	71.59
	PARTS STORE, THE	BRAKE SHOES, DRUMS, HARDWARE W/CORE	EQUIPMENT RENTAL	457.40
134669	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	176.80
134670	PERRAULT, JESSE	REIMBURSE ROW PERMIT FEES	ROADWAY MAINTENANCE	170.00
134671	PETAJA, HOLLY	REFUND CLASS FEES	PARKS-RECREATION	163.00
134672	PETTY CASH- KBCC	REIMBURSE EVENT SUPPLIES	COMMUNITY CENTER	39.63
134673	PILCHUCK RENTALS	BLADES, LINE HEADS AND TRIGGER LOCKS	SMALL ENGINE SHOP	190.59
	PILCHUCK RENTALS	PIPE ASSEMBLY AND FAN HOUSINGS	SMALL ENGINE SHOP	225.88
	PILCHUCK RENTALS	2 CYCLE OIL	ER&R	418.66
134674	PLATT ELECTRIC	HARDWARE	SEWER CAPITAL PROJECTS	37.48
	PLATT ELECTRIC	SPLICERS AND TAPE	SEWER CAPITAL PROJECTS	44.69
	PLATT ELECTRIC	HARDWARE	SEWER CAPITAL PROJECTS	155.75
	PLATT ELECTRIC	WWTP PILOT STUDY PARTS	SEWER CAPITAL PROJECTS	1,707.40
134675	PLAY-WELL TEKNOLOGIE	INSTRUCTOR SERVICES	RECREATION SERVICES	1,695.20
134676	PROFORCE LAW ENFORC	HOLSTER	POLICE PATROL	36.85
	PROFORCE LAW ENFORC	HOLSTERS	POLICE PATROL	204.62
	PROFORCE LAW ENFORC	RIFLE SIGHTS	POLICE PATROL	1,338.45
	PROFORCE LAW ENFORC	WEAPON LIGHTS	POLICE PATROL	3,274.32
134677	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,931.10
134678	PUD	ACCT #201142098	PARK & RECREATION FAC	7.83
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #205481823	GOLF ADMINISTRATION	17.01
	PUD	ACCT #201346665	SEWER LIFT STATION	17.58
	PUD	ACCT #202011813	PUMPING PLANT	17.72
	PUD	ACCT #200061463	PARK & RECREATION FAC	18.68
	PUD	ACCT #204829691	STREET LIGHTING	21.80
	PUD	ACCT #220020507	STREET LIGHTING	21.99
	PUD	ACCT #200501617	TRANSPORTATION	25.22
	PUD	ACCT #221610405	STREET LIGHTING	30.33
	PUD	ACCT #201142155	TRANSPORTATION	32.73
	PUD	ACCT #203500020	STREET LIGHTING	43.92
	PUD	ACCT #202294245	SEWER LIFT STATION	47.57
	PUD	ACCT #203996343	STREET LIGHTING	54.65
	PUD	ACCT #200660439	STREET LIGHTING	56.36
	PUD	ACCT #202303301	SEWER LIFT STATION	70.43
	PUD	ACCT #203291216	GENERAL	99.84
	PUD	ACCT #201909637	SEWER LIFT STATION	125.47
	PUD	ACCT #220020531	STREET LIGHTING	199.41

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
134678	PUD	ACCT #200812808	PUMPING PLANT	246.99
	PUD	ACCT #200021871	COURT FACILITIES	1,203.46
	PUD	ACCT #201617479	CITY HALL	1,309.77
134679	PUD	TEMP CONSTRUCTION EASEMENT-10308 STATEGMA - STREET		900.00
134680	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	707.10
	RH2 ENGINEERING INC		SOURCE OF SUPPLY	1,826.30
134681	RHODES, NOELLE	REFUND CLASS FEES	PARKS-RECREATION	163.00
134682	ROY ROBINSON	AC HOSES	EQUIPMENT RENTAL	122.80
134683	SCORE	INMATE HOUSING	DETENTION & CORRECTION	19,220.00
134684	SEATTLE TIMES, THE	SUBSCRIPTION #60344419	EXECUTIVE ADMIN	118.30
134685	SHRED-IT US	MONTHLY SHREDDING SERVICE	DETENTION & CORRECTION	59.28
134686	SIGMAN, MICHAEL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	677.50
134687	SIX ROBBLEES INC	REFLECTIVE TAPE	STORM DRAINAGE	24.79
134688	SNO CO TREASURER	INMATE MEDICAL-JUNE 2019	DETENTION & CORRECTION	5,129.27
134689	SOLID WASTE SYSTEMS	SAFETY VISION CAMERA SYSTEM	EQUIPMENT RENTAL	1,648.62
134690	SONITROL	SECURITY MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	177.72
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.04
134691	SONSRAY MACHINERY	BUCKET TOOTH AND PIN	EQUIPMENT RENTAL	527.86
134692	SOUND SAFETY	JEANS-SCOTT	EQUIPMENT RENTAL	138.83
	SOUND SAFETY	NEEDLE/SYRINGE KEEPERS	ER&R	989.41
134693	STAPLES	CHARGERS	WATER DIST MAINS	68.18
134694	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	344.50
134695	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL	1,061.87
	STRATEGIES 360		WASTE WATER TREATMENT	1,061.87
	STRATEGIES 360		UTIL ADMIN	1,415.82
134696	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	1,291.50
	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	1,567.50
134697	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	102.50
134698	TESSCO INC	COMBO ANTENNA	EQUIPMENT RENTAL	174.04
134699	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	CITY HALL	314.50
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	314.50
134700	TRAFFIC SAFETY SUPPL	QWIK PUNCHES AND ANCHORS	TRANSPORTATION	3,022.15
134701	TRANSPORTATION, DEPT	TRAFFIC MITIGATION FEES-JULY 2019	CITY STREETS	56.56
134702	TRANSPORTATION, DEPT	GOOD TO GO TOLL	POLICE PATROL	2.75
134703	TRIVAN TRUCK BODY	REPAIR ACCIDENT DAMAGE-#J040	SOLID WASTE OPERATIONS	1,532.67
134704	TUCKER, JAMIE	REFUND CLASS FEES	PARKS-RECREATION	163.00
134705	TULALIP CHAMBER	HOTEL/MOTEL REIMBURSEMENT	HOTEL/MOTEL TAX	4,716.52
134706	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	1,329.02
134707	WASTE MANAGEMENT	LOCK/UNLOCK SERVICE FEE	RECYCLING OPERATION	80.00
	WASTE MANAGEMENT	RECYCLE CONTAINERS-FESTIVAL	RECYCLING OPERATION	239.00
	WASTE MANAGEMENT	WINDSTORM DEBRIS DISPOSAL	STORM DRAINAGE	7,888.00
134708	WEINERT, VINCENT & D	UB REFUND	GARBAGE	25.00
134709	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	443.49
	WEST PAYMENT CENTER		LEGAL-GENL	443.50
134710	WESTERN GRAPHICS	GRAPHICS #P150	RISK MANAGEMENT	412.07
	WESTERN GRAPHICS	GRAPHICS INSTALLATION #P170	POLICE PATROL	722.53
134711	WESTERN SYSTEMS	CONTROL CABS, SOLAR AND POLES	CITY STREET-GENL	25,605.34
134712	WESTERN TRUCK	HEATER CONTROL	EQUIPMENT RENTAL	171.63
134713	WHITE CAP CONSTRUCT	2 PALLETS BOTTLED WATER	MAINT OF GENL PLANT	661.04
134714	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE KIP PRINTER	UTIL ADMIN	118.04

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
134715	WILBUR, KARLA	UB REFUND	WATER/SEWER OPERATION	13.99
134716	WIN-911 SOFTWARE	ANNUAL SUPPORT RENEWAL	UTIL ADMIN	3,294.00
134717	WOLTERS KLUWER	APA BASIC GUIDE TO PAYROLL 2019	FINANCE-GENL	550.16
134718	WOODMANSEE, LAUREN	REIMBURSE EVENT SUPPLIES	RECREATION SERVICES	146.00
134719	YAKIMA COUNTY DOC	INMATE HOUSING-JULY 2019	DETENTION & CORRECTION	9,900.54
WARRANT TOTAL:				<u>502,532.92</u>
CHECK # 134407 INITIATOR ERROR				(3161.50)
				<u>499,371.42</u>

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

Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 09/09/2019

AGENDA ITEM:	
2019 JAG LOCAL MATCH	
PREPARED BY:	DIRECTOR APPROVAL:
Richard L. Smith	
DEPARTMENT:	
Police	
ATTACHMENTS:	
Yes	
BUDGET CODE:	AMOUNT:
Revenue	\$13,585.00
SUMMARY: BJA- 2019-15141 CFDA#: 16.735	
<p>Each year the Department of Justice provides the opportunity for Local agencies to apply for the JAG Local Solicitation for the State of Washington. For the year of 2019 the allocation amount is for \$13,585.00. It was previously discussed to use this funding to pay for the handgun transition in the police department. It is being requested for review that these funds be used for the purpose stated, handgun transition of P226 .40 to the P320 .9mm.</p>	

RECOMMENDED ACTION: Suggested approval to receive and accept the 2019 Local JAG Funds in the amount of \$13,585 for the purpose of the Police Dept. handgun transition.

DISCLOSURE OF LOBBYING ACTIVITIES

46

Approved by OMB

0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> B a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> B a. bid/offer/application b. initial award c. post-award	3. Report Type: <input checked="" type="checkbox"/> A a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Marysville Police Department 1635 Grove Street Marysville, WA 98270 Congressional District, if known: 02	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: U.S. Department of Justice	7. Federal Program Name/Description: Edward Byrne Memorial Local Solicitation 2019 CFDA Number, if applicable: 16.738	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ 13,585.00	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Strategies 360 601 New Jersey Ave. NW 250 Washington, DC 20001	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Ellerbe, Crystal	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Mayor Telephone No.: (360) 363-8000 Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

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6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

Listed below are all jurisdictions in the state that are eligible for FY 2019 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
WA	WALLA WALLA COUNTY	County	*	
WA	WALLA WALLA CITY	Municipal	\$14,166	\$14,166
WA	WHATCOM COUNTY	County	\$13,391	
WA	BELLINGHAM CITY	Municipal	\$22,685	\$36,076
WA	YAKIMA COUNTY	County	\$11,939	
WA	YAKIMA CITY	Municipal	\$51,855	\$63,794
WA	BREMERTON CITY	Municipal	\$20,200	
WA	EVERETT CITY	Municipal	\$45,531	
WA	KITSAP COUNTY	County	\$35,915	
WA	LACEY CITY	Municipal	\$11,197	
WA	LAKEWOOD CITY	Municipal	\$41,723	
WA	LYNNWOOD CITY	Municipal	\$11,746	
WA	MARYSVILLE CITY	Municipal	\$13,585	
WA	OLYMPIA CITY	Municipal	\$21,362	
WA	PUYALLUP CITY	Municipal	\$12,197	
WA	SNOHOMISH COUNTY	County	\$51,888	
WA	SPOKANE VALLEY CITY	Municipal	\$23,298	
WA	THURSTON COUNTY	County	\$24,718	
	Local total		\$1,693,577	

BJA – 2019- 15141 CFDA#: 16-738
BYRNE JAG LOCAL SOLICITATION

PROJECT IDENTIFIERS

Firearms

BJA 2019-15141 CFDA#: 16.738 BUDGET NARRATIVE:

The Marysville Police Department will be phasing out the use of the current Sig Sauer P226 .40 caliber handgun and replacing it with the Sig Sauer P320 .9mm. There are 100 officers that need the new handguns. The benefits if approved are the ongoing cost savings to the Department over the life of the program. Arming our personnel with the best chance of surviving a deadly force encounter since they can expect faster and more accurate shot placement, higher magazine capacities and all of the terminal performance which can be expected from any law enforcement caliber projectile. If this transition is not done the ongoing higher replacement and ammunition costs are not a good use of city funds. The current system, the Sig Sauer P226 is more expensive than the Sig Sauer P320.

With this transition the city will be able to trade in the older weapons and the ammunition to decrease the overall cost of the transition. The currently used P226 .40 caliber handguns cost 653.00, the new P320 .9mm handguns cost 464.00. This is a savings of \$189.00 per handgun. It is likely that with more law enforcement agencies transitioning to the .9mm handgun that the cost of ammunition will stay the same or possibly decrease.

With the .9 mm being a smaller round, the magazines associated with the .9 mm handguns will carry more rounds than the .40 caliber. The net effect of this is that officers will be able to carry more rounds on them than they currently do, with no additional magazines needed. This again is good stewardship of city finances.

BJA 2019-15141 CFDA#: 16.738 PROGRAM NARRATIVE:

The Marysville Police Department will be phasing out the use of the current Sig Sauer P226 .40 caliber handgun and replacing it with the Sig Sauer P320 .9mm. There are 100 officers that need the new handguns. These new handguns are preferred for consistent trigger pull, simpler operation, modular grips, high reliability, and increased magazine capacity. This increases the ability of the officer and decreases the risk to the community. This provides future cost savings as well as increased safety, and decreased liability.

Manufacturers are decreasing the production of the .40 ammo and weapons thereby increasing the time delay in acquiring products. There will be more availability of the .9mm ammo. The goal is to have all handguns replaced and all officers trained and qualified by 12/31/2019. Purchases and training will take place in phases throughout the year so that all 100 officers will be competent, confident, and armed with the new handgun by the end of the year. As good stewards of public funds the Marysville Police Department will be obtaining credit from the buy back of the former handguns to be applied to the new purchase of the .9mm. The full anticipated project cost is \$80K for both the handguns, ammo, and training.

The measurable impact will be documented during Police Department firearm Qualifications. Officers' scores should show an increase in accuracy and confidence levels. Due to the ability to fit the handguns to each officer's grip their comfort level with their firearms should reflect in the scores they receive at time of qualification. With the change in the caliber there will be less recoil with this handgun, therefore increasing the officer confidence with the handgun. There will be a reduction in the cost of the ammunition with the new handgun versus the ammo cost of the .40 caliber.

The police officers will be the group most benefiting from the project. There are approximately 67,000 people living in the city of Marysville. This is the second largest city in Snohomish County, in the State of Washington. The benefit to the community is that with greater officer confidence and accuracy with their handguns there is less risk of liability to citizens of the community. Officers will be able to shoot accurately and faster. Accurate return of fire is safer for the officer and the public in addressing a life-threatening event quickly. The reduced recoil associated with the .9 mm vs. the .40 caliber increases the probabilities that rounds fired by an officer will be more accurate and hit the target reducing risk to any nearby public. Further benefit is that this is a demonstration of the City of Marysville being a responsible agency and utilizing public funds in a financially sound method by evaluating current and future spending. The City of Marysville will save money by making this handgun transition.

GOVERNING BODY REVIEW

APPLICATION FY 2019 CFDA#: 16.738 DOJ LOCAL JAG GRANT

The JAG application program Titled Handgun Transition for the Marysville Police Department was made available for review by the Executive Law Enforcement Officer, Chief of Police, Richard L. Smith on August 8, 2019 and was made available for review by the governing body on September 9, 2019.

Public Hearing

The City of Marysville did hold a public hearing on September 9, 2019 at 7 p.m., at City Hall located at 1049 State Street. The purpose of this City Council public hearing was for public comments concerning the 2019 Edward Byrne Memorial Justice Assistance Grant Local Solicitation Program.



MARYSVILLE POLICE DEPARTMENT

Richard L. Smith, Chief of Police



FY2019 Edward Byrne Memorial Justice Assistance Grant (JAG)

CFDA#: 16.738 Program Local Solicitation Disclosure

Disclosure of Pending Applications

The City of Marysville **does not** have pending applications submitted within the last 12 months for federally funded assistance that include request for funding to support the same project/equipment being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Signed by,

Richard L. Smith
CHIEF OF POLICE

8/8/2019 _____
DATED

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name City of Marysville		Organizational Unit Marysville Police Department
Address 1635 Grove Street Marysville, Washington 98270-4301		Name and telephone number of the person to be contacted on matters involving this application Langdon, Sandy (360) 363-8000
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 91-6001459		7. TYPE OF APPLICANT Municipal
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA Edward Byrne Memorial Justice Assistance TITLE: Grant Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT

Handgun Transition

12. AREAS AFFECTED BY PROJECT

City of Marysville, and Snohomish County, Washington

13. PROPOSED PROJECT

Start Date: January 01, 2019
End Date: December 31, 2019

14.

CONGRESSIONAL DISTRICTS OF

- a. Applicant
- b. Project WA02

15. ESTIMATED FUNDING

Federal	\$13,585
Applicant	\$0
State	\$0
Local	\$0
Other	\$0
Program Income	\$0
TOTAL	\$13,585

16. IS

APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

17. IS THE

Program not APPLICANT DEPENDENT ON ANY FEDERAL DEBT?

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: City of Marysville

Street1: 1049 State Avenue

Street2:

City: Marysville

State: WASHINGTON

Zip Code: 98270

2. Authorized Representative's Name and Title:

Prefix: First Name: Jon

Middle Name:

Last Name: Nehring

Suffix:

Title: Mayor

3. Phone: (360) 363-8089

4. Fax: 3606515033

5. Email: jnehring@marysvillewa.gov

6. Year Established:

1891

7. Employer Identification Number (EIN):

916001459

8. DUNS Number:

76658673

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? Yes No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).


AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)? If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.	
10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply): <input checked="" type="checkbox"/> "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200 <input checked="" type="checkbox"/> Financial Statement Audit <input type="checkbox"/> Defense Contract Agency Audit (DCAA) <input type="checkbox"/> Other Audit & Agency (list type of audit): <div style="background-color: #cccccc; height: 20px; width: 100%;"></div> <input type="checkbox"/> None (if none, skip to question 13)	
11. Most Recent Audit Report Issued: <input checked="" type="checkbox"/> Within the last 12 months <input type="checkbox"/> Within the last 2 years <input type="checkbox"/> Over 2 years ago <input type="checkbox"/> N/A	
Name of Audit Agency/Firm: Washington State Auditors	
AUDITOR'S OPINION	
12. On the most recent audit, what was the auditor's opinion? <input checked="" type="checkbox"/> Unqualified Opinion <input type="checkbox"/> Qualified Opinion <input type="checkbox"/> Disclaimer, Going Concern or Adverse Opinions <input type="checkbox"/> N/A: No audits as described above	
Enter the number of findings (if none, enter "0"): 0 Enter the dollar amount of questioned costs (if none, enter "\$0"): \$ 0	
Were material weaknesses noted in the report or opinion? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13. Which of the following best describes the applicant entity's accounting system: <input type="checkbox"/> Manual <input type="checkbox"/> Automated <input checked="" type="checkbox"/> Combination of manual and automated	
14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
TRAVEL POLICY	
<p>24. Does the applicant entity:</p> <p>(a) maintain a standard travel policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>NAV</i></p> <p>(b) adhere to the Federal Travel Regulation (FTR)? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>NAV</i></p>	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input checked="" type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

<p>26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input checked="" type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards</p>
<p>27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input checked="" type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards</p>

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

<p>28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)</p> <p>If "Yes", provide the following:</p> <p>(a) Name(s) of the federal awarding agency: [REDACTED]</p> <p>(b) Date(s) the agency notified the applicant entity of the "high risk" designation: [REDACTED]</p> <p>(c) Contact information for the "high risk" point of contact at the federal agency: Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]</p> <p>(d) Reason for "high risk" status, as set out by the federal agency: [REDACTED]</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
---	--

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: [REDACTED]	Date: [REDACTED]
<p>Title: <input type="checkbox"/> Executive Director <input type="checkbox"/> Chief Financial Officer <input type="checkbox"/> Chairman <input type="checkbox"/> Other: [REDACTED]</p>	
Phone: [REDACTED]	

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/9/2019

AGENDA ITEM:	
First Addendum to School Resource Officer Agreement with Marysville School District for 2018-2019 school year	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Police	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City has an agreement with the Marysville School District for School Resources Officers (SRO) for the 2018-2019 school year. The reimbursement is intended to cover salary and benefits and must be estimated. This addendum sets the final amount for reimbursement for the SRO's for the 2018-2019 school year at \$448,796.34.

This will allow MSD and the City to close out the accounting on this agreement.

<p>RECOMMENDED ACTION: Staff recommends the Council consider approving the first addendum for SRO's.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign the First Addendum to the School Resource Officer Agreement with the Marysville School District for the 2018-2019 school year.</p>
--

Marysville School District No. 25

And

**City of Marysville
School Resource Officer(s) Agreement
FIRST ADDENDUM**

This First Addendum to the School Resource Officer(s) Agreement ("Agreement") entered into December 10, 2018, is effective as of the date of the last signature below, by and between the City of Marysville ("City") and the Marysville School District ("School District").

WITNESSETH

WHEREAS, the Agreement between the City and the School District did not accurately reflect the intention of the parties as to the salaries and benefits that the School District agreed to pay for the services of the School Resource Officers ("SRO"); and

WHEREAS, the parties intended that the School District would pay the salary and benefits of the officers assigned as SRO's during the school year, but not for the remainder of the calendar year; and

WHEREAS, the parties intended that the School District would pay for the services of two (2) SRO's for the portion of the school year from September 2018, to December 31, 2018, and that the School District would pay for the services of five (5) officers from January 1, 2019, through the end of the school year in June 2019; and

WHEREAS, the dollar amounts in Exhibit A to this First Addendum accurately reflect the parties intent and that the School District will pay these amounts to the City for the SRO services rendered during the 2018-2019 school year.

NOW THEREFORE, it is mutually agreed as follows:

That Exhibit A below replaces Exhibit A to the Agreement and that the School District will pay these amounts to the City for the SRO services rendered during the 2018-2019 school year within 30 days of the invoice date.

The recitals are incorporated by reference.

Each and every provision of the Agreement for Professional Services dated December 10, 2018, shall remain in full force and effect, except as modified by this First Addendum.

City of Marysville

Marysville School District

Mayor
Jon Nehring


Jason Thompson
Superintendent

Date: _____

Date: 8-12-2019

Attest:

Tina Brock, Deputy City Clerk

Approved as to form:

City Attorney Jon Walker

Exhibit A to First Addendum
Marysville School District No. 25
And
City of Marysville
School Resource Officers Agreement
For 2018-2019 School Year

Payment Schedule Addendum

SRO (2) September 2018-June 2019	\$228,517.18
SRO (2) and SRO Sgt. (1) January 2019-June 2019	<u>\$220,279.16</u>
Total for 2018-19	\$448,796.34

Index #14

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/9/2019

AGENDA ITEM:	
Interlocal Agreement with Marysville School District for School Resource Officers	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Police	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Marysville School District has agreed to reimburse the City for School Resources Officers (SRO) for the 2019-2020 and 2020-2021 school years. The reimbursement for 2019-2020 is estimated at \$455,925.00 to fund 2.5 FTE's for officers and one sergeant. The reimbursement for 2020-2021 is estimated at \$665,452.00 for four FTE's for officers and one sergeant. This payment is intended to cover the cost of salary and benefits during the school year.

This will continue a successful public safety partnership with Marysville School District.

RECOMMENDED ACTION: Staff recommends the Council consider approving the interlocal agreement for SRO's.

RECOMMENDED MOTION: I move to authorize the Mayor to sign the School Resource Officer Agreement with the Marysville School District for the 2019-2020 and 2020-2021 school years.

Marysville School District No. 25

And

City of Marysville

School Resource Officer Agreement

2019-2020 and 2020-2021 School Years

This agreement made by and between the City of Marysville (hereinafter referred to as the City) and the Marysville School District (hereinafter referred to as the School District) is effective as of the date of the last signature below

WITNESSETH

WHEREAS, the City of Marysville and the Marysville School District agree that it is in the best interest of both parties to continue with the School Resource Officer program by assigning police officers to the selected schools of the District; and

WHEREAS, four officers and one sergeant are currently assigned as School Resource Officers (SRO); and

WHEREAS, the parties agree that the SRO's have provided valuable services to the School District and its students; and

WHEREAS, the parties agree that the SRO program increases public safety; and

WHEREAS, the parties agree that the SRO program is a high priority; and

WHEREAS, the Marysville School District agrees to provide funding for School Resource Officers as set forth in this agreement, unless terminated according to this agreement.

Now Therefore it is Mutually Agreed As Follows:

1. Purpose

The Marysville Police Department and the Marysville School District will assign four (4) regularly employed Marysville Police Officers and one (1) regularly employed sergeant to serve as School Resource officers within the District's schools. The officers will provide assistance with safety and security issues on the school campuses and at other school events. The officers shall respond to reports of criminal activity which have occurred on the assigned campus and shall

assist to identify, investigation, deter, and respond to incidents involving weapons, violence, harassment, intimidation, youth gang involvement or other crime related activities.

In addition, and when time allows, the officers will serve as a positive resource to provide school students, parents, school staff and administrators with information, support, and problem-solving mediation and facilitation.

The parties agree that the School Resource Officers (SROs) will not be responsible for requests to resolve routine discipline problems involving students. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the School District administrators unless the violation or misbehavior involves criminal conduct.

The School Resource Officers' mission includes the Community Policing Strategy outlined by the United States Department of Justice's Community Oriented Police Services ("COPS"). The strategy is summarized as: "Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem solving techniques, to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime."

It is agreed that the City shall select the officers to be assigned to the schools in consultation with the school administration. The officers shall be assigned to the school assignment for their regular workweek minus any scheduled vacation time, sick time, training time, court time, or any other police related emergency.

Scheduling for the officers while school is in session will be mutually agreed upon by the school administration, and the officers' police supervisor. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.) the officers will work on assignments as determined by the police supervisor.

2. Payment

The Marysville School District shall make an annual payment to the City due within 30 days of the City's invoice, following completion of the school year for which police service was provided. The payments represent the financial responsibility of the Marysville School District outlined in this Agreement. The School District will pay the City an amount equal to the salary and benefits for the SROs for the school year as set forth in Exhibit A. The parties intend that four officers and one sergeant will be assigned as SRO's and that the School District will pay for two and a half (2.5) officers and one sergeant for the 2019-2020 school year and for four officers and one sergeant for the 2020-2021 school year. The City will notify the School District

of the cost of the salaries/benefits for the ensuing school year. This agreement does not constitute an employment agreement between the District and the City.

Throughout the duration of this agreement, each SRO will remain an employee of the City for all relevant employment purposes and obligations under federal, state, and local law. The City shall be responsible all costs of employing the officers, such as overtime, benefits, etc. The annual amount of the School District's obligation for 2019-2020 and 2020-2021 school years shall be in accordance with the payment schedule attached as Exhibit A. The City and the School District engage in discussions regarding continuing the program for subsequent school years.

3. Agreement for Sole Benefit of Parties

It is understood and agreed to that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party.

4. No Joint Venture or Separate Entity

No joint venture or partnership is formed as a result of this agreement.

5. Reporting Obligations

The City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report suspected abuse or neglect of any child under the age of 18 pursuant to the provisions of Chapter 26.44 RCW.

In addition, the City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report to the building or program administrator any use of restraint or force used on any student engaged in school-sponsored instruction or activities. SROs will also follow-up with any required written notice or report detailing such the facts of such incident in compliance with RCW 28A.600.485.

6. Policies and Procedures of the District

Each SRO assigned to a school will become familiar with the District's policies and procedures and will strive to comply with and promote the policies and mission of the District while assigned to a school. Each SRO acknowledges the importance of adult role models in the lives of students served by the District, and agrees to conduct himself/herself at all times and in all interactions with students in a manner consistent with community expectations, the highest

professional standards, and District Policy 5253 and implementing procedure 5253P (Maintaining Professional Staff/Student Boundaries).

7. Student Education Records (FERPA)

Notes, records, and other documents related to a student that have been created or maintained by an SRO while working with the school may be “education records” within the meaning of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 1232g and 34 C.F.R. Part 99, as well as corresponding state law, unless the document is exempted from the “education record” definition by federal regulation. When such notes, records, and other documents fall within the definition of an “education record,” such notes, records, and other documents are subject to the request and confidentiality provisions of FERPA, and must be shared with the school or a student’s parent/guardian upon request unless a specific exception applies.

SROs working on school grounds may also have access to additional student education records while assigned to school to carry out the SROs duties and responsibilities. Any education records containing a student’s personally identifiable information may not be further disclosed by an SRO to any third party without express written permission of the student’s parent/guardian or unless otherwise authorized by federal or state law.

Both parties are subject to the Public Records Act (PRA), chapter 42.56 RCW and shall comply with the PRA and cooperate to ensure compliance with the PRA and with FERPA.

8. Independent Contractor

The SROs will remain under the supervision, direction, and policies of the City and all City property used by the SROs will remain City property. In the event the School District provides the use of School District property to the officers, it shall be on a temporary basis and will remain the property of the School District.

9. Administration

The Chief of Police will direct the SROs. To the extent any joint decisions are necessary the Chief and the Superintendent or the Superintendent’s designee (e.g., the school building administrator) will confer or cause their subordinates to confer to carry out the purposes of this Agreement.

10. Liability and Indemnification

Each Party assumes responsibility and liability for the acts and omissions of its employees, officers, and agents in the performance of this Agreement or in enjoying the benefits of this Agreement. The City agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the City, its employees, officers, or agents. The District agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the District, its employees, officers, or agents. In cases of joint liability, liability shall be apportioned between the parties or other defendants in accordance with the laws of the State of Washington. Neither party shall be responsible to the other party for the consequences of any acts or omission of any person, firm, or corporation not a party to this agreement. Neither party to this agreement is the agent of the other party.

The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

No liability shall attach to the City or the District by reason of entering into this agreement except as expressly provided herein.

11. Nondiscrimination

The City and District agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, denied employment in, or adversely affected in his or her education in the administration of or in connection with any aspect of this agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of trained dog guide or service animal by a person with a disability. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and Washington Law Against Discrimination, and agree to promptly investigate, respond to, and eliminate harassment involving students of which they have knowledge, as required by the provisions of federal and state law.

In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

12. Dispute Resolution

Any disputes between the District and the City in regard to the agreement shall be referred for determination to the Chief of Police, or his/her designee, and the Superintendent and his/her designee, for resolution.

13. Termination

Either party may terminate this Agreement for any reason if it provides the other party with at least 60 days advance written notice. In the event of termination of the agreement, the School District shall pay the City a prorated amount based upon the number of days worked by each SRO compared to the total number of days in the school year. Either party may commence renegotiation of the terms of this Agreement if it provides the other party with at least 60 days advance written notice. The parties also may renegotiate at any time by mutual agreement, provided that any change to the terms of this Agreement must be in writing.

14. Venue

This agreement and the parties' interpretation of this agreement shall be governed by Washington law, and the venue for any claim or dispute arising out of this agreement shall be Snohomish County, Washington.

15. Duration

This Agreement shall run from the effective date until the School District makes payment in full for both school years covered by this agreement.

16. Entire Agreement

This agreement constitutes the entire understanding between the parties and no other agreements, oral, or otherwise, are in existence or shall be deemed binding upon the parties. This agreement may be amended by written instrument executed by the parties.

In Witness Whereof, the parties hereto have executed this agreement on the day and year first above written.

City of Marysville

Marysville School District

Mayor Jon Nehring


Superintendent
Jason Thompson

Date: _____

Date: 8-12-2019

Attest:

Tina Brock, Deputy City Clerk

Approved as to form:

City Attorney Jon Walker

Exhibit A
Marysville School District No. 25
and
City of Marysville
School Resource Officers Agreement

Payment Schedule Addendum

2019-2020 School Year

Two and a half (2.5) SRO's

One (1) SRO sergeant

Estimated cost for 2019-2020 School Year (salary and benefits) \$455,925.00

The City will provide the School District with final costs for the 2019-2020 school year by June 30, 2020.

2020-2021 School Year

Four (4) SRO's

One (1) SRO sergeant

Estimated Cost for 2020-2021 School Year (salary and benefits) \$665,452.00

The City will provide the School District with final costs for the 2020-2021 school year by June 30, 2021.



**Resolution No. 2018-20; Intergovernmental Cooperative Agreements
2018 – 2019 School Year**

A RESOLUTION AUTHORIZING THE MARYSVILLE SCHOOL DISTRICT NO. 25
SUPERINTENDENT TO ENTER INTO INTERGOVERNMENTAL COOPERATIVE AGREEMENTS

WHEREAS, it is the intent of the Board of Directors of Marysville School District No. 25 to provide appropriate educational programs which will meet the needs of the students; and

WHEREAS, it is desired to utilize to the best advantage existing programs, services and facilities thereby eliminating unnecessary duplications; and

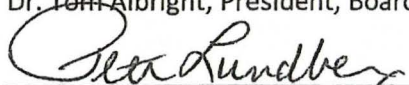
WHEREAS, in so doing, at times it becomes necessary to share programs, services and facilities on an intergovernmental cooperative basis with other districts / agencies, therefore;

BE IT RESOLVED, that the administration be authorized to develop or enter into such intergovernmental cooperative agreements with other districts / agencies, and shall implement such programs upon the final approval of the Interim Superintendent;

Adopted by the Board of Directors of the Marysville School District No. 25, Snohomish County, Washington, at a regular meeting thereof held this 6th day of August 2018.



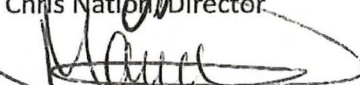
Dr. Tom Albright, President, Board of Directors




Pete Lundberg, Vice President



Chris Nation, Director



Mariana Maksimos, Director



Vanessa Edwards, Director

ATTEST:



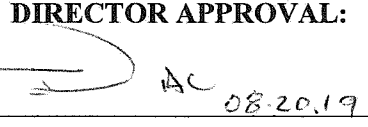
Jason Thompson, Interim Superintendent, Secretary to the Board

Index #15

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 09-09-19

AGENDA ITEM:	
Approve renewal of SNOCAT Inter-local Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Cmdr. Bradley Akau	
DEPARTMENT:	
Marysville Police Department	
ATTACHMENTS:	
See Inter-local Agreement	
BUDGET CODE:	AMOUNT:
00108337382132	\$331,828.00
SUMMARY:	

Marysville Police Department requests the Council approve the renewal of the Inter-local Agreement between Snohomish County and the City of Marysville for Auto Theft Task Force services. The term of the contract is July 1, 2019 through June 30, 2021.

The Marysville Police Department has assigned one detective to work with the Auto Theft Task Force (SNOCAT)

The Snohomish County will reimburse the City actual expenses for the salary and benefits up to a maximum amount of \$158,719 for July 1, 2019 – June 30, 2020 and \$168,109.00 for (July 1, 2020 – June 30, 2021) and overtime up to \$5000/ per 24 months. The maximum payout for the term of this agreement is \$331,828.00

SNOCAT has continued to be highly effective in addressing auto theft and the additional crimes commonly associated with Auto Theft.

This Inter-local Agreement has be reviewed by the City Attorney.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the renewal Inter-local Agreement with Snohomish County for SNOCAT services.</p>
--

**INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY and THE CITY OF MARYSVILLE
FOR AUTO THEFT TASK FORCE SERVICES**

This Interlocal Agreement Between Snohomish County And The City Of Marysville For Auto Theft Task Force Services (the “Agreement”), is entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the “County”), and the City of Marysville, a municipal corporation of the State of Washington (hereinafter referred to as the “City”).

RECITALS

- A. The Washington State Legislature created the Washington Auto Theft Prevention Authority (hereinafter “WATPA”) for the purpose of preventing and reducing auto theft in the State of Washington, and
- B. The County and WATPA entered into an Auto Theft Prevention Grant Contract (hereinafter “Grant Contract”) whereby the County is required to use specified grant funds (hereinafter “Grant Funds”) to create and operate a multi-jurisdictional, regional, auto theft task force (hereinafter the “Task Force”); and
- C. Chapter 39.34 RCW permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and
- D. Several jurisdictions desire to participate as members of the Task Force with Snohomish County administering task force project grants; and
- E. The City desires to enter into an agreement with Snohomish County in order to participate in the Task Force and enable Snohomish County to reimburse the City for such participation; and
- F. The City is authorized to perform each service contemplated herein.

AGREEMENT

NOW THEREFORE, in consideration of the covenants, conditions, performances, and promises contained herein, the parties agree as follows:

1.0 TASK FORCE COMPOSITION, PURPOSE, AND TERM

- 1.1 The City agrees to cooperate in the Task Force, composed of law enforcement, prosecutor, and support personnel, in order to jointly coordinate selected law enforcement activities, resources, and functions to prevent auto theft and to investigate and prosecute auto theft offenders in Snohomish County.
- 1.2 This Agreement shall take effect July 1, 2019, and continue in effect through June 30, 2021, unless earlier terminated or modified as provided in this Agreement.

2.0 ORGANIZATION

- 2.1 The County will be the administrator of this Agreement.
- 2.2 A Snohomish County Sheriff's Office lieutenant will direct all law enforcement personnel assigned to the Task Force, under this Agreement or similarly executed agreements, in their operational duties.
- 2.3 Additional law enforcement personnel may be provided to the Task Force through separate inter-local agreement between the County and other jurisdictions.
- 2.4 Nothing in this Agreement shall restrict the ability of the County or the City to reassign personnel and related equipment and supplies assigned under this Agreement.

3.0 OBLIGATIONS OF CITY

- 3.1 During the term of this Agreement, the City shall employ, dedicate and assign one full-time detective to the Task Force.
- 3.2 The detective's operational assignments will be directed by a Sheriff's Office lieutenant assigned to the Task Force.
- 3.3 The detective assigned to the Task Force pursuant to this Agreement shall remain subject to the policies, procedures and directives of the City.

- 3.4 The City agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract and applicable state and federal laws.

4.0 BUDGET AND COMPENSATION

- 4.1 The County, through its Sheriff's Office, shall serve as the fiscal agent and manage Grant Funds, including reimbursement to participating jurisdictions. All revenues collected or generated by or for the Task Force shall be maintained by the County pursuant to law.
- 4.2 The County will reimburse the City actual expenses for salary and benefits up to a maximum amount of \$158,719 for (July 1, 2019 – June 30, 2020) and \$168,109.00 for (July 1, 2020 – June 30, 2021) and overtime up to \$5000/ per 24 months, as detailed in Exhibit A, attached hereto and incorporated herein by this reference.
- 4.3 The City will send monthly invoices to the County with supporting documentation.
- 4.4 The County will make payments within thirty (30) days from receipt of the monthly invoice. Invoices shall be sent to Snohomish County Sheriff's Office, Fiscal Division, Mail Stop 606, 3000 Rockefeller Ave., Everett, WA 98201.
- 4.5 Total reimbursement under this Agreement shall not exceed \$331,828.00.

5.0 GENERAL ADMINISTRATION

- 5.1 The County agrees to provide WATPA with the necessary documentation to receive Grant Funds.
- 5.2 Any factual dispute between the County and the City that relates to this Agreement shall be referred for resolution to the Sheriff, or his/her designee, and the City's Mayor, or his/her designee. In the event the dispute cannot be resolved between the parties to each party's mutual satisfaction, the issue shall be submitted to mediation through the Snohomish County Dispute Resolution Center. Both parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this agreement. The cost of mediation shall be borne equally by the parties.
- 5.3 The City shall provide the maximum opportunity to Minority and Women Owned Business Enterprises to participate in the performance of this Agreement.

6.0 ASSET FORFEITURE

- 6.1 All potential asset forfeitures initiated or investigated by officers assigned to the Task Force shall be referred to the County for prosecution.
- 6.2 The County shall acquire and dispose of assets seized or forfeited as a result of this Agreement in compliance with state and federal law.

7.0 REAL AND PERSONAL PROPERTY

All real or personal property acquired through Grant Funds or activities of the Task Force, that are not subject to Section 6 of this Agreement, will be held by the County.

8.0 ACQUISITION AND USE OF EQUIPMENT

- 8.1 All equipment purchased with Grant Funds will be held by the County.
- 8.2 Any equipment purchased with Grant Funds will only be used as permitted by the terms of the Grant Contract.
- 8.3 Upon termination of this Agreement, any equipment purchased or otherwise provided by the City will be returned to the City unless otherwise agreed by the parties.
- 8.4 Upon termination of this Agreement, the County will dispose of all acquired equipment in accordance with applicable federal, state and county requirements.

9.0 MODIFICATION

Each party reserves the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed with the same formality as this Agreement.

10.0 NONDISCRIMINATION PROVISION

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following:

employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

11.0 TERMINATION OF AGREEMENT

Notwithstanding any provisions of this agreement, either party may withdraw from the Agreement by providing written notice of such withdrawal specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any equipment it has loaned or donated to the Task Force.

12.0 HOLD HARMLESS

12.1 The County shall save, hold harmless, indemnify and defend the City, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or County employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the County in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected or appointed officials, officers, employees or agents.

12.2 The City shall save, hold harmless, indemnify and defend the County and WATPA, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or the City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

13.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this agreement shall be in the Superior Court of Snohomish County, Washington.

14.0 INTEGRATION

This Agreement constitutes the whole and entire agreement among the parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

14.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

15.0 RECORDING OR POSTING

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on either party's Interlocal Agreements website.

Dated this _____ day of _____, 2019

“County”
SNOHOMISH COUNTY

“City”
CITY OF MARYSVILLE

County Executive
Date: _____

Print Name: _____
Date: _____

APPROVAL RECOMMENDED:

ATTEST:

Ty Trenary, Sheriff
Dated: _____

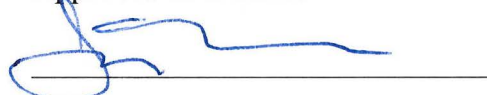
By: _____
Print Name: _____
Dated: _____

Approved as to form:

Approved as to form:



Deputy Prosecuting Attorney
Date: 8/13/19



Date: 8.15.19


Reviewed by Risk Management

Risk Manager
Date: _____

Index #16

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/9/19

AGENDA ITEM:	
Addendum to Professional Services Agreement with Government Portfolio Advisors	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
PSA	
BUDGET CODE:	AMOUNT:
'00101023.541000	\$17,500.00
SUMMARY:	

Finance contracts with Government Portfolio Advisors for investment services which includes:

- Investment policy review
- Determine appropriate average maturity and duration
- Propose specific securities to be purchased within policy
- Propose plan to time investment
- Communicate through established process for specific purchases and approval procedures for City on each transaction

The professional services agreement addendum no. 1 expires on September 28, 2019. The agreement allows extension for two (2) additional one-year periods. Finance would like to exercise the second extension to September 28, 2020.

<p>RECOMMENDED ACTION: Authorize the Mayor to sign the Addendum to Professional Services Agreement with Government Portfolio Advisors</p>
--



ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

PURPOSE OF THIS ADDENDUM: To provide for the extension of the Professional Services Agreement dated September 28, 2015 between Government Portfolio Advisors, LLC and the City of Marysville, Washington. The contract will be extended for an additional 12 months (ending September 28, 2020). Fees will remain unchanged at \$17,500 fixed fee. The bond proceed accounts will continue follow the below fee schedule for year 3:

	<u>Avg. Annual Expected Balances</u>
Year 1* (2018): \$3,800	\$38,150,000
Year 2 (2019): \$9,500	\$23,805,000
Year 3 (2020): \$2,400	\$6,027,666

**Note: Year 1 fee is pro-rated for 3 months*

TERMS AND CONDITIONS: Except as amended herein, all other terms and conditions of the original agreement apply to this Addendum.

AGREED TO AND ACCEPTED:
CITY OF MARYSVILLE

Signature

Printed or Typed Name

Title

Date

AGREED TO AND ACCEPTED:
GOVERNMENT PORTFOLIO ADVISORS, LLC.



Signature

Deanne Woodring

Printed or Typed Name

President

Title

8/14/19


Date

Index #17

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9th, 2019

AGENDA ITEM:	
83 rd & Soper Intersection Improvements Supplement No. 2 to the Professional Services Agreement with KPFF Consulting Engineers	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
PSA Supplement No. 2	
BUDGET CODE:	AMOUNT:
30500030.563000	\$31,261.00
SUMMARY:	

The City contracted with KPFF Consulting Engineers on February 26th, 2018 to provide the City with professional engineering design services for intersection improvements at 83rd Avenue and Soper Hill Road.

Supplement No. 1, a no-cost time extension, was approved by the mayor and extended the term of the original contract to September 30th, 2019.

Work that remains under KPFF's existing scope of services includes final plans and specs and services during bidding. Final plans and specs will be substantially completed by September 30th, 2019. Bidding is being delayed until early spring of 2020 in order to take advantage of the more competitive early season bidding climate.

The attached Supplement No. 2 to the City's agreement with KPFF includes additional scope and fee to assist the City with construction support services and record drawings. This supplement also extends the term of the original contract to December 31st, 2020.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the attached Supplemental Agreement No. 2 to the City's Professional Services Agreement in the amount of \$31,261.00 with KPFF Consulting Engineers.

**SUPPLEMENTAL AGREEMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND KPFF CONSULTING ENGINEERS**

THIS SUPPLEMENTAL AGREEMENT NO. 2 (“Supplemental Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and KPFF Consulting Engineers, a corporation incorporated in Washington (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for engineering design services associated with the 83rd Ave NE & Soper Hill Road Intersection Improvements project (the “Original Agreement”), said Original Agreement being dated March 28, 2018; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for additional services associated with construction management and record drawings and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be replaced by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 2, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2020.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$31,261.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$207,435.00 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$176,174.00
Supplemental Agreement No.1	\$0.00
Supplemental Agreement No.2	\$31,261.00
Grand Total	\$207,435.00

4. Each and every provision of the Original Agreement for Professional Services dated March 28, 2018, shall remain in full force and effect, except as modified herein.


DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this 31 day of July, 2019.

KPFF CONSULTING ENGINEERS

By 
Ron Leimkuhler
Its: Principal

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney



SUPPLEMENT NUMBER 2 - SCOPE OF WORK

CITY OF MARYSVILLE 83RD AVENUE NE AND SOPER HILL ROAD INTERSECTION IMPROVEMENT CONSTRUCTION SUPPORT

Revision: 29 July 2019

PROJECT DESCRIPTION

This is a supplement to the 83rd Avenue NE & Soper Hill Road Intersection Improvement and will be to provide construction support and the preparation of record drawings for this project.

PROJECT FUNDING

Local agency funding.

PROJECT OBJECTIVES

- Construction of the 83rd Avenue NE and Soper Hill Road intersection improvement
- Provide City requested construction services to include site visits, approval of material, submittal reviews, addendums to plans, requests for information, review of change orders, review of design changes, general response to construction related questions, claims review and analysis, constructability review, review of traffic control plans, compliance review, and other related construction matters typically associated with a public works roadway construction project.
- Assist the City in preparation of construction decision support documentations.
- Preparation of record drawings.

PROJECT TEAM

The project team includes:

- | | |
|---------------------------|----------------------------------|
| • Project Owner | City of Marysville |
| • Jurisdiction Agencies | City of Marysville, Lake Stevens |
| • Prime Consultant | KPFF Consulting Engineers |
| • Survey | KPFF Consulting Engineers |
| • Construction Management | City of Marysville |

GENERAL ASSUMPTIONS

- Funding includes no Federal dollars
- Overall project timeframe is 12 months from NTP
- WSDOT forms will be used when available for documentation. If not available, KPFF will generate unless the City elects to provide their form for documentation.
- Fees paid by KPFF for permits will be reimbursed by the City on actual fee cost.

TASK NO. 1 - PROJECT CONSTRUCTION SUPPORT SERVICES (KPFF)

- 1.1 Preparation of Invoices and Progress Reports:** A monthly invoice and progress report will be prepared and submitted to the City. The progress report will describe the work represented by the invoice. KPFF will compile the invoices and progress reports for the consultant team into a single document to be submitted to the City.
- 1.2 Meeting with City:** KPFF has set aside hours to perform support services to meet with the City as needed. Work will be performed within the limits of this budget.
- 1.3 Meetings with Project Stakeholders:** KPFF has set aside hours to perform support to work with City identified stakeholders (such as CT, utilities, other agencies) services to the City as needed. Work will be performed within the limits of this budget.
- 1.4 Construction Support Services:** KPFF has set aside hours to perform construction support services to the City as needed. Work will be performed within the limits of this budget.

ASSUMPTIONS

- The overall project duration is estimated to be twelve months from Notice to Proceed.
- Marysville is performing the Construction Management including daily inspections and logs, ie RAMs.
- Adjustments to budget may be necessary in the event that the estimated hours are exceeded. Adjustments to the budget will not be made without the prior written authorization of the City.
- Meeting with the contractor and stakeholders will have a City representative present.

DELIVERABLES

- Monthly progress reports and invoices
- Documented briefs on meeting with stakeholders where support is provided
- Construction support documentation
- Support construction related drawings in AutoCAD 2017 and PDF.

TASK NO. 2 - RECORD DRAWING (AS-BUILT SURVEY) (KPFF)

2.1 Perform As-Built Survey of Newly Constructed Roadway: Perform GPS control survey to re-establish required horizontal and vertical control and existing monumentation for right-of-way and adjacent parcel determination. Perform As-built survey on constructed site features to include curb, RAB islands, signs, storm, sanitary sewer, and dry utilities.

2.2 Prepared As-built Survey to Provide to Engineer of Record: Process as-built data and provide basemap to engineer of record.

2.3 Submittal/Review Process: KPFF will address comments as provided by the client.

2.4 Professional Land Surveyor Certification: Stamp and sign final topographic survey map.

ASSUMPTIONS

- Data will be in Compliance with APWA CAD standards
- It is assumed that topographic information necessary to prepare an existing grade surface will not be required. The data collected will be limited to horizontal location on all surface features, sanitary sewer and storm drains will be shown with elevations on rim and pipe inverts, ADA grading will also be shown by the as-built data.
- It is assumed there will not be right-of-way acquisitions or easements prepared for this project. KPFF can provide this service and prepare a revised fee proposal upon the request of the client.
- The client will provide KPFF with access to any available utility mapping or record information.
- Potholing utilities are not a part of this scope
- Utilities will be based on on-site locates and best available as-built information and should be considered approximate only
- Buildings on adjacent properties will not be shown

DELIVERABLES

- Draft basemap in PDF and electronic AUTOCAD 2017 copy
- Final basemap in PDF and electronic AUTOCAD 2017 copy
- PLS stamped Surveyor Certification

City of Marysville
83rd/Soper Hill Road - Construction Support Services

Revision: 8/8/2019

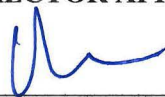
KPPF		KPPF	KPPF Survey	Total
TASK		Prime	Survey	
1	Project Managemen/Construction Support	\$ 22,482	\$ -	\$ 22,482
2	Survey/Record Drawings (KPPF)	\$ -	\$ 8,495	\$ 8,495
TOTAL LABOR + OH + FEE		\$ 22,482	\$ 8,495	\$ 30,978
EXPENSES				
	Travel	\$ 109	\$ 174	\$ 283
	Traffic Count Estimate	\$ -	\$ -	\$ -
	Printing & Postage	\$ -	\$ -	\$ -
	Miscellaneous	\$ -	\$ -	\$ -
TOTAL EXPENSES		\$ 109	\$ 174	\$ 283
TOTAL LABOR + OH + FEE + EXPENSES		\$ 22,591	\$ 8,670	\$ 31,261

Index #18

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2019

AGENDA ITEM:	
Fleet Purchase of Caterpillar Model 305.5E2 Hydraulic Excavator #H021	
PREPARED BY:	DIRECTOR APPROVAL:
JR Myers, Solid Waste/Support Services Supervisor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Purchase Order #F13400	
BUDGET CODE:	AMOUNT:
50100048 564000 2017	\$90,822.89
SUMMARY:	
<p>There was \$120,000 identified in the 2019-2020 City of Marysville budget for the purchase of a new mini excavator for the Fleet Division to be utilized by the Utility Operations Division of the City's Public Works Department. This vehicle replaces #555 a Ford 555D-Backhoe. City staff is utilizing the Washington State Department of Enterprise Services Contract #05218 from NC Machinery for a Caterpillar Model 305.5E2 Hydraulic Excavator for \$90,822.89.</p>	

RECOMMENDED ACTION:

City of Marysville staff recommend that the City Council authorize the Mayor to execute the purchase of a new Caterpillar Model 305.5E2 Hydraulic Excavator in the amount of \$90,822.89 from NC Machinery.



August 12, 2019

CITY OF MARYSVILLE
80 COLUMBIA AVE
MARYSVILLE, WA 98270-5130

ATTN: BOB SCOTT

RE: Quote 216352-01/ State Contract #05218

Dear Tim King,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 305.5E2 Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN - Cat C2.4 diesel engine - -U.S. EPA tier 4 final (US-A/CNDA) - -EU stage IIIA/tier 4 interim - -ISO 9249/EEC 80/1269
- -Rated net power 32.9kW/ 44.1hp - Automatic engine idle - Automatic engine shut-off - Automatic swing park brake - Automatic two speed travel - Fuel and water separator

ELECTRICAL - 12 volt electrical system - 60 ampere alternator - 650 CCA maintenance free battery - Fuse box - Ignition key start / stop switch - Slow blow fuse - Warning horn - Work lights - -Courtesy safety lights -

OPERATOR ENVIRONMENT - 100% pilot control ergonomic joysticks - Adjustable arm rests - Anti-theft system - COMPASS: -
-Complete operation - -Maintenance performance and - Security system - -Multiple languages - -Site reference system - Cup holder
- Hydraulic neutral lockout system - Literature holder - Travel control pedals with hand levers - Washable floor mat

OTHER STANDARD EQUIPMENT - Accumulator certification - Auxiliary hydraulic lines - -1-way and 2-way (combined function) -
Adjustable auxiliary relief - Auxiliary line quick disconnects - Caterpillar corporate "one key" system - Continuous flow - Door locks -
Dozer blade with float function - ecology drain - engine and hydraulic - hydraulic oil Cooler - High definition hydraulics - -Load
sensing/flow sharing - Lockable fuel cap - Power on demand - Roll over protective structure (ROPS) - (ISO 12117-2) - Swing boom
design - Swivel guard - Tie down eyes on track frame - Tip Over protective structure (TOPS) - (ISO 12117) - Tool storage area - Top
guard - ISO 10262 (level 1) - Towing eye on base frame -

MACHINE SPECIFICATIONS

305.5E2 HYDRAULIC EXCAVATOR	BLADE, 78", ANGLE, BOLT-ON
INCLUDES:	LINES, QUICK COUPLER (LONG)
CONTROL, PATTERN CHANGER	HEATER, WATER JACKET
ALARM, TRAVEL	MIRROR, CAB, REAR
ENGINE, EPA TIER 4F	THUMB, HYD + COUPLER, PG, HYD, 5T (Hydraulic Coupler)
CAB W/ AIR CONDITIONER	BUCKET, 24", 4.6 CFT, HD
SEAT, FABRIC, HIGH BACK W/ SUSPENSION	PINS, BUCKET 45MM
MIRROR, CAB, RIGHT	RADIO
BELT, SEAT, 76MM(3") RETRACTABLE	PRODUCT LINK, CELLULAR PL240
DRAIN, ECOLOGY	COUNTERWEIGHT, EXTRA
STICK PKG LONG W/O 2ND AUX	LIGHTS, LED
LINES, BOOM	Service Manual Paper
LINES, STICK	Parts CD
TRACK, RUBBER BELT	BUCKET-HD, 18", 3.1 FT3, 5T
BATTERY, DISCONNECT	36" Cleanout Bucket
HOOD, REAR, SOLID	

SELL PRICE	\$81,867
DES FEE @ 1.5%	\$1,228.05
NET BALANCE DUE	\$83,095.05
SALES TAX (9.3%)	\$7,727.84
BALANCE	\$90,822.89

WARRANTY

Standard Warranty: 2 Year/2000 Hour Premier Standard Warranty

F.O.B/TERMS: Marysville

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Tim Foley
Machine Sales Representative
TFoley@NCMachinery.com



FLEET SERVICES DIVISION
 80 Columbia Ave.
 Marysville, WA 98270
 (360) 363-8250
 (360) 651-5524 Fax

H021
 REPLACES # 555

Purchase Order

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages. **F_ 13400**

TO: NC MACHINERY
17025 W. VALLEY HWY
TUKWILLA, WA 98188
 ATTENTION: JIM FOLEY 206-330-3549

DATE 8-12-2019	ACCT. CODE 50100048.564000	ORDER NO. 2017
SHIP TO CITY OF MARYSVILLE / FLEET SERVICES 80-COLUMBIA AVE MARYSVILLE, WA 98270		

REQUESTED BY	DATE EXPECTED	F.O.B. POINT	SHIP VIA	SUBLET QUOTE	EQUIP. / VEH. NO.
B&B	90-120 DAYS	MARYSVILLE	DELIVERY DRIVER		H021/555

QTY	REC	B/O	ITEM NO. / DESCRIPTION	UNIT PRICE	EXTENSION	TAX / SHIP	TOTAL	RTY	W/O NO.
1			2019 CATERPILLAR MODEL 305.5E2 MINI EXCAVATOR WITH ALL OPTIONS STATED AS PER STATE OF WASHINGTON CONTRACT # 05218 AND AS PER QUOTE # 216352-01 DATED AUGUST 12, 2019	8309505	8309505	772784	90,822.89		
TOTAL INVOICE AMOUNT							\$90,822.89		

NOTES: REPLACES # 555 AS PER 2020 BUDGET - REPLACEMENT MOVED FORWARD INTO 2019 BUDGET YEAR DUE TO URGENT NEED OF EQUIPMENT.
PLEASE RETURN ALL SIGNED ORIGINALS TO FLEET SERVICES

SIGN HERE → X

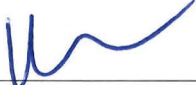
AUTHORIZED BY:

RECEIVED BY:

Index #19

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2019

AGENDA ITEM:	
Highway Safety Improvement Program (HSIP) Project – State Avenue, 3 rd Street to 80 th Street Supplement No. 2 to Local Agency Agreement with WSDOT	
PREPARED BY:	DIRECTOR APPROVAL:
Patrick Gruenhagen, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Local Agency Agreement Supplement No. 2	
BUDGET CODE:	AMOUNT:
30500030.563000, R1302	\$53,723.00
SUMMARY:	

The City was previously awarded \$280,000 in Federal funds for the design of HSIP (“Highway Safety Improvement Program”) project improvements from 3rd St. NE to 80th St. NE on State Avenue. Set for construction next year, the project involves improvements that will include:

- replacement of an antiquated signal system at the intersection of 80th Street NE and State Avenue, including the redesign of the intersection to provide for dual ADA ramps at all comers and proper spacing between pedestrian push buttons; and
- refinement of signal operations and phasing on State Avenue at the intersections of 3rd, 4th, 6th, 8th, and 76th, incorporating new signal heads where warranted, improving signal head visibility through installation of retroreflective tape, upgrading pedestrian displays to "countdown type," and improving railroad "preemption timing" at intersections adjacent to grade crossings

The City has now advanced its project design to a level of completion that allows accurate identification of the right-of-way that will be necessary to accommodate proposed improvements. Moreover, the City has also successfully advanced the project through NEPA (“National Environmental Policy Act”) review. In light of the fact that these two (Federal Aid) requirements have now been met, WSDOT has agreed to sign/execute the attached Supplement and thereby authorize (“obligate”) \$53,723.00 in Federal funds — in turn freeing the City to proceed with right-of-way negotiations and acquisition. By signing the Supplement, the City agrees that the work will be advanced, and the funds spent, in accordance with all applicable Federal requirements.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the attached Local Agency Funding Agreement Supplement (No. 2) with WSDOT, thereby securing necessary funding for planned right-of-way acquisitions on the State Avenue, 3rd Street to 80th Street HSIP Improvement Project.



Local Agency Agreement Supplement

Agency City of Marysville		Supplement Number 2
Federal Aid Project Number HSIP 2691(005)	Agreement Number LA-7890	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 1/25/13

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name State Ave. - 3rd St. to 80th St. NE

Length 1.2 miles

Termini 3rd Street to 80th Street NE

Description of Work No Change

Reason for Supplement

Authorization of Right-of-Way funds

Are you claiming indirect cost rate? Yes No

Project Agreement End Date April 30, 2023

Does this change require additional Right of Way or Easements? Yes No Advertisement Date:

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	29,000.00		29,000.00		29,000.00
	b. Other	250,000.00		250,000.00		250,000.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	1,000.00		1,000.00		1,000.00
	e. Total PE Cost Estimate (a+b+c+d)	280,000.00	0.00	280,000.00	0.00	280,000.00
Right of Way 100 %	f. Agency	0.00	8,120.00	8,120.00		8,120.00
	g. Other Consultant	0.00	24,000.00	24,000.00		24,000.00
Federal Aid Participation Ratio for RW	h. Other Acquisition	0.00	20,603.00	20,603.00		20,603.00
	i. State		1,000.00	1,000.00		1,000.00
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	53,723.00	53,723.00	0.00	53,723.00
Construction %	k. Contract			0.00		
	l. Other			0.00		
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency			0.00		
	p. State			0.00		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)		280,000.00	53,723.00	333,723.00	0.00	333,723.00

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.

Agency Official

Washington State Department of Transportation

By
Title Jon Nehring, Mayor

By
Director, Local Program
Date Executed

Agency City of Marysville		Supplement Number 2
Federal Aid Project Number HSIP 2691(005)	Agreement Number LA-7890	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

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).

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.

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.

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.


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).

Index #20

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 09, 2019

AGENDA ITEM:	
Supplemental Agreement No. 1 with HDR Inc. for the 88 th Street NE Corridor Project.	
PREPARED BY:	DIRECTOR APPROVAL:
Steven Miller, Senior Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Supplemental Agreement No. 1	
BUDGET CODE:	AMOUNT:
30500030.563000, R1101	\$ 999,879.57
SUMMARY:	
<p>On May 14, 2018, Council approved a professional service agreement with HDR, Inc. for engineering services to complete 30% design of the 88th Street NE Corridor project between State Avenue and 67th Ave NE. The work under the current agreement has been completed and a supplement is required to continue design and permitting in advance of right-of-way acquisition.</p> <p>The attached Supplemental Agreement No. 1 with HDR, Inc. will provide engineering services to complete 60% design documents, to provide preliminary right-of-way acquisition services and to provide environmental permitting services.</p> <p>The project is funded in part by Snohomish County through an interlocal agreement for 50% of the contract cost, with matching funds to be provided by the City of Marysville. The City was also awarded a federal transportation grant in the amount of \$1.245 million for right-of-way acquisition beginning in 2021. The scope of work contained in this supplement in order to advance the project is necessary to obligate the federal funds towards right-of-way acquisition.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the attached Supplemental Agreement No. 1 with HDR, Inc. in the amount of \$ 999,879.57.



Supplemental Agreement Number <u>01</u>		Organization and Address	
Original Agreement Number		929 108th Ave. NE, Suite 1300 Bellevue, WA 98005	
Project Number 10116407		Execution Date	Completion Date <u>09/30/2021</u>
Project Title 88th Street NE Corridor Improvement Project		New Maximum Amount Payable \$1,999,045.20	
Description of Work See Exhibit "A", Scope of Work attached hereto and made a part of this agreement.			

The Local Agency of the City of Marysville
 desires to supplement the agreement entered in to with HDR Engineering, Inc.
 and executed on 05/15/2018 and identified as Agreement No. _____
 All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
 The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
 Supplemental Agreement 1 authorizes additional work necessary for successful completion of the PROJECT.
 See Exhibit A for details.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Time of completion is extended to 9/30/2021.

III

Section V, PAYMENT, shall be amended as follows:
 Add \$999,879.57 to original budget. See Exhibit B for details.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
 If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: PAUL A FERRIER

 Consultant Signature

By: _____
 Approving Authority Signature

_____ Date

EXHIBIT A

88th Street NE Corridor Improvement Project

(State Avenue to 67th Avenue NE)

SUPPLEMENTAL AGREEMENT NO. 1

Scope of Services for Design, Environmental
Documentation & Permitting and Right-of-Way
Services

September 2019

City of Marysville

Prepared by:



HDR
2707 Colby Avenue, Suite 715
Everett, WA 98201

CONTENTS

INTRODUCTION 1

 Background and Project Description 1

 Scope of Work 2

 Major Milestone Schedule 2

 Project Assumptions 3

TASK 1. PROJECT MANAGEMENT & ADMINISTRATION 4

 1.1. Project FTP Site, Project Set up, Management Plan, HASP 4

 1.2. Project Team Coordination Meetings 4

 1.3. Project Schedule 5

 1.4. Progress Reporting and Invoicing 5

 1.5. Subconsultant Coordination 6

 1.6. Project Kick-off Meeting 6

 1.7. Project Team Management 6

 1.8. Project Close-out 6

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION 7

TASK 3. QUALITY ASSURANCE / QUALITY CONTROL 8

TASK 4. DATA COLLECTION / REVIEW OF EXISTING INFORMATION 9

TASK 5. SURVEY AND MAPPING 11

 5.1. Research and Existing Data Compilation 11

 5.2. Survey and Construction Geodetic and Cadastral Control 11

 5.3. Field Surveying and Base Mapping 11

 5.4. Right-of-Way and Parcel Resolution, Easements, Exhibits, and Legal Descriptions – to be scoped by
future supplement 11

5.5. Right-of-Way Plans 12

5.6. Office Processing and Deliverable 12

5.7. Supplemental Surveys 12

TASK 6. GEOTECHNICAL ENGINEERING 13

6.1. Project Setup: 13

6.2. Subsurface Explorations and Laboratory Testing: 13

6.3. Geotechnical Design Services: 14

TASK 7. WATERMAIN & SANITARY SEWER EVALUATION AND DESIGN..... 18

7.1. Conditions and Capacity Analysis 18

7.2. 30% Submittal 18

7.3. 60% Submittal 18

7.4. 90% Submittals – To be scoped in future supplement 19

7.5. Ad-Ready Submittal – To be scoped in future supplement 19

TASK 8. TRAFFIC ANALYSIS 20

TASK 9. PRELIMINARY ENGINEERING..... 21

TASK 10. DESIGN REPORT..... 22

10.1. Design Report – 30% Submittal..... 22

10.2. 60% Design Report Update 22

10.2.1. Drainage Design Report 22

10.2.2. Draft Hydraulics Report 23

10.3. Final Design - To be scoped in future supplement..... 24

TASK 11. 30% DESIGN 25

TASK 12. VALUE ENGINEERING STUDY - TO BE AUTHORIZED BY FUTURE SUPPLEMENT 26

TASK 13. ENVIRONMENTAL DOCUMENTATION & PERMITTING 27

13.1.	Organize an Environmental Kick-off meeting and site visit	27
13.2.	NEPA/SEPA/Permitting Stakeholder Meetings and Agency Coordination	27
13.3.	Wetlands, Streams, Fish, Wildlife & Habitat Baseline Fieldwork.....	27
13.4.	Wetland and Stream Delineation Report Preparation	27
13.5.	Cultural Resources Assessment	27
13.5.1.	Preliminary Review	27
13.5.2.	Research and Field Investigation	28
13.5.3.	Monitoring (if required).....	28
13.5.4.	Reporting	28
13.6.	Endangered Species Act Compliance – Biological Assessment Preparation	29
13.7.	Critical Area Report Preparation	29
13.8.	Prepare a noise assessment to meet FHWA and WSDOT requirements	29
13.9.	Prepare an Air Quality Assessment to meet FHWA and WSDOT requirements.....	29
13.10.	Prepare Environmental Justice documentation required by FHWA and WSDOT to document presence of minority and/or low-income populations with 0.5 miles of the project corridor.....	29
13.11.	NEPA Documentation and Approval	30
13.12.	Hazardous Materials	30
13.13.	SEPA checklist preparation	30
13.14.	Permit Support.....	30
TASK 14.	60% DESIGN	32
14.1.	60% Design.....	32
14.2.	60% Plans.....	32
14.2.1.	General Sheets.....	34
14.2.2.	Roadway Design.....	34

14.2.3. Stormwater Design 37

14.2.4. Fish Passage Crossing and Structural Design 37

14.2.5. Signal, Illumination, and ITS Plans and Details 38

14.2.6. Traffic and MOT Design 38

14.2.7. Landscaping Design..... 39

14.2.8. Utility Design..... 39

14.3. 60% Specifications 40

14.4. 60% Estimate 40

14.5. 60% Submittal..... 41

TASK 15. FINAL DESIGN PACKAGES – SEGMENT DESIGN - TO BE SCOPED IN FUTURE SUPPLEMENT 42

TASK 16. CONSTRUCTABILITY ANALYSIS / MOCK BID EXERCISE – TO BE SCOPED IN A FUTURE SUPPLEMENT 43

TASK 17. REAL ESTATE SERVICES 44

17.1. Preliminary Funding Estimate – Right of Way..... 44

TASK 18. FUNDING SUPPORT - TO BE AUTHORIZED BY FUTURE SUPPLEMENT 45

TASK 19. BIDDING PHASE ASSISTANCE - TO BE SCOPED IN FUTURE SUPPLEMENT 46

TASK 20. PUBLIC INVOLVEMENT - TO BE SCOPED IN FUTURE SUPPLEMENT 47

INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Marysville (CITY) in connection with the following project: **88th Street Corridor Improvement Project (State Avenue to 67th Avenue NE) (PROJECT)**.

This Supplemental Agreement No. 1 authorizes additional work necessary for the successful completion of the PROJECT, described generally as:

- Extending the design of the 88th Street corridor improvements from the 30% Design Level to the 60% Design Level, including specifications and a preliminary Engineer's Opinion of Probable Cost Estimate;
- Preparing the right-of-way Preliminary Funding Estimate (PFE); and
- Expanding the environmental review and permitting efforts to include NEPA documentation.

Background and Project Description

The City of Marysville first identified 88th Street NE as a major arterial corridor in its 1999 Transportation Master Plan. Since then, the City has maintained a long-term vision to improve the corridor from an unimproved rural 2-Lane section to a 3-Lane Urban Arterial section. This segment will complete the corridor between Interstate 5 and State Route 9 and connect previously completed City improvements between I-5 and State Avenue, and east of 67th Avenue NE.

88th Street NE is a primary east-west arterial corridor crossing the City of Marysville. It is one of only three corridors that directly connect I-5 with SR 9. The corridor provides direct access to residential neighborhoods on either side, serves as a primary link for Marysville citizens, and is a regional link carrying traffic from Unincorporated Snohomish County, Getchell and Granite Falls to I-5 and shopping areas within the Greater Marysville Area. The current section is defined as a rural 2-lane asphalt paved roadway with varying width shoulders. Storm drainage is generally handled by sheet flow and surface runoff; although there are short sections that have been improved with curb and gutter. The corridor crosses Allen Creek atop a 15-foot high earth embankment with vegetated steep banks. Adjacent properties currently utilize the public right-of-way outside the roadway limits for parking and lawn areas. Community Transit operates a transit line (Route 222) along the corridor with bus stops located near State Avenue, 51st Avenue NE, and 57th Avenue NE (eastbound) and near 57th Avenue NE, 61st Avenue NE, and 67th Avenue NE (westbound). Traffic along the corridor is controlled primarily by stop conditions on the side-street approaches and traffic signals at State Avenue, 51st Avenue NE, 55th Avenue NE and 67th Avenue NE.

The intent of this project is to reconstruct this segment of 88th Street NE to a 3-lane urban arterial section with curb & gutter, sidewalk, landscape planters, enclosed storm drainage facilities, and illumination. The existing box culvert at Allen Creek and pipe crossing at the Unnamed Tributary will be replaced with larger fish-passable structures and reconstructed roadway embankment with retaining walls. Additional traffic

operations facilities will be evaluated to improve pedestrian and vehicle safety. To accomplish these improvements, Right-of-Way will be acquired and utility facilities will be relocated.

The Original Agreement authorized design efforts to the 30% Design Level. This Supplemental Agreement No. 1 will incorporate City review comments and further develop the corridor design to the 60% Design Level, as further detailed in the Scope of Work.

Scope of Work

The Consultant Agreement recognizes that funding availability and timing will impact the overall project schedule through the design, permitting, right-of-way acquisition, and construction phases. Funding availability and timing will also determine if construction of the corridor can be completed as one project or necessitate that the corridor be constructed in multiple packages (segments). The Consultant Agreement and this scope of work outlines and provides for the authorization of consultant services through the preparation of Ad-Ready construction packages and bidding phase services for a maximum of two (2) separate construction packages.

The overall scope of work includes roadway design, survey, geotechnical testing and evaluation, subsurface utility exploration, PS&E development, traffic engineering and analysis, surface water low impact design, retaining wall and culvert design, utility coordination and design, permitting, right of way acquisition, environmental review and documentation, critical area delineation, stream and wetland mitigation, cultural resources review, public outreach, grant application assistance, bidding phase assistance and Council reports/updates.

It is based on the assumption that the data collection, preliminary design, environmental permitting, 30% Design, 60% Design, and right-of-way acquisition efforts will be accomplished for the entire corridor. This supplemental scope of work will authorize design to the 60% Design Level, preparation of the right-of-way Project Funding Estimate (PFE), and NEPA environmental documentation.

The time of performance for this supplemental scope and budget estimate authorization is until September 2021.

Major Milestone Schedule

The following are major schedule milestones for the work of this Supplemental Agreement No. 1:

60% Design	July 2020
NEPA Documentation & Submittal.....	January 2020
NEPA Determination.....	March 2021

Project Assumptions

General Assumptions

The General Assumptions remain unchanged except as noted below.

Design Standards and References

The PROJECT Design Standards and References remain unchanged from the original scope of services, except as noted below.

Project Tasks

The CONSULTANT shall manage the work as described within the following major Work Elements:

TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

This task will be continuous throughout the duration of the 60% Design and NEPA documentation and review, which is estimated to be 24 months (OCT 2019 through SEP 2021). It will include the work to update the project plan; reconfirm and establish project-specific procedures, including communication, safety and quality control (QC) plans; project coordination with the CONSULTANT staff and SUBCONSULTANTS; management of project scope, schedule and budget; invoicing and project status reporting; and project closeout. Components of this work including planning the Project, executing the Project, managing change, and closing the Project, include:

1.1. Project FTP Site, Project Set up, Management Plan, HASP

The CONSULTANT shall update, as necessary, a project ftp site that can be accessed by the CITY and CITY authorized stakeholders.

The CONSULTANT shall revise and modify, as necessary, the Project Management Plan (Project Guide) to include the additional work efforts described in this supplement. The Project Management Plan will also include the Project Quality Assurance / Quality Control Plan and Project Health and Safety Plan.

1.2. Project Team Coordination Meetings

The CONSULTANT shall hold additional bi-weekly Project Team Coordination Meetings with key CONSULTANT team members to discuss the PROJECT status, elements of the work plan, status of action items, and to discuss progress of the design and resolve any outstanding PROJECT issues that might affect the delivery of the PROJECT. SUBCONSULTANT project managers shall also attend these meetings as requested.

Assumptions:

- The initial project schedule will be updated through 60% Design and will extend through SEP 2021 to reflect environmental support and monitoring of the NEPA review.
- An additional 20 bi-weekly project team coordination meetings will be required.
- The CONSULTANT shall be responsible for agendas for the PROJECT team meetings.
- Project Team Meetings will be held at the HDR Bellevue Office, and attended by the Project Manager, Design Manager, Discipline Leads, and Subconsultant Leads, as required. Members not located in the HDR Bellevue Office may attend via conference call.

Deliverable(s):

- There are no formal deliverables for this task.

1.3. Project Schedule

The Project schedule shall be revised and updated by the CONSULTANT to include Baseline Start and Baseline Finish dates for the additional tasks and deliverables authorized under this Supplemental Agreement No. 1, and shall be submitted to the CITY for review and approval. The updated project schedule shall be developed using Microsoft Project software. The project schedule will be updated bi-monthly and submitted to the CITY. The periodic schedule updates will include Baseline, Actual and/or Projected Start and Finish dates that reflect the actual progress of the project.

Assumptions:

- 4 Bi-monthly schedule updates (once approximately every two months)

Deliverable(s):

- Updated Schedule depicting Supplemental Agreement No. 1 additional efforts
- Bi-monthly project schedule updates (to be delivered at Monthly Client Coordination Meetings)

1.4. Progress Reporting and Invoicing

The CONSULTANT shall prepare and submit a **Progress Report** with each invoice. The Progress Report shall summarize:

- Work accomplished during the billing period.
- Work to be accomplished in the next billing period.
- Billing amounts assigned to water main and stormwater retrofit design for CITY accounting and potential grant reimbursements.
- Meetings attended.
- Problems/issues encountered and actions taken for their resolution.
- Potential impacts to project schedule, budget, or scope.
- Issues requiring CITY's action, attention and resolution.

Monthly Invoices for work completed will be submitted to the CITY. Backup information such as time and expense records for the CONSULTANT and SUBCONSULTANTS shall also be submitted with each invoice. The CITY will review the work accomplished by the CONSULTANT and the percent complete assessments for each task item in the Earned Value Worksheet.

The CONSULTANT shall submit an **Earned Value Report** within the progress report to track and update progress in the project schedule, budget, actual and planned expenditures.

Project Change: The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this AGREEMENT scope of work, schedule or budget.

Deliverable(s):

- Monthly Progress Reports
- Monthly Invoices
- Monthly Earned Value Reports

1.5. Subconsultant Coordination

The CONSULTANT shall not subcontract for the performance of any work under this Supplemental Agreement No. 1 without prior written permission of the CITY. Additional SUBCONSULTANT assistance will be required for obtaining additional topographical and property survey information, additional geotechnical data collection and evaluation, cultural resources assessment, and hazardous materials analysis.

The CONSULTANT shall coordinate with SUBCONSULTANTS regarding contracting procedures, shall prepare and execute contracts with individual SUBCONSULTANTS, and shall address contract-related issues with the SUBCONSULTANTS as they arise during the project.

The work of the SUBCONSULTANT shall not exceed its maximum amount payable unless the CITY has issued prior written approval. Either a percent of the SUBCONSULTANT agreement or direct labor should be noted for administrative costs in the fee estimate and invoices. Subcontracts shall contain applicable provisions of this AGREEMENT.

1.6. Project Kick-off Meeting

This Supplemental Agreement No. 1 makes no changes to this sub-task.

1.7. Project Team Management

The CONSULTANT shall provide an experienced project manager to oversee, schedule and manage the additional work of this Supplement.

1.8. Project Close-out

The CONSULTANT shall assemble project documentation and records for the additional work of this Supplemental Agreement No. 1, and prepare electronic files to be retained by the CONSULTANT and transmitted to the CITY in accordance with this AGREEMENT.

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

The CONSULTANT will extend the Client Communications Plan developed as part of the Original Agreement to include the work authorized by this Supplemental Agreement No.1. The revised Communications Plan and CONSULTANT's ongoing efforts will include:

Bi-weekly project status updates known as 5/15 Reports, delivered via email to the CITY Project Manager containing information on project issues, status and schedule, and identifying any information or decisions needed from the CITY;

Project updates regarding status, progress, issues, risks and schedule at Monthly Client Coordination Meetings.

CITY Responsibilities:

- Timely review of bi-weekly 5/15 Reports and response with any questions or concerns within 2 working days of receipt of report.
- Arrange for meeting facilities at the CITY Public Works Department Offices for Monthly Client Coordination Meetings.
- Attend and participate in the Monthly Client Coordination Meetings.

Assumption(s):

- There will be a total of 14 additional (monthly) Client Coordination Meetings, during the preparation of the 60% Level design, included in this supplement, held at the CITY Public Works Department Offices.
- There will be up to 4 additional (monthly) Client Coordination Meetings after completion of the 60% Design submittal, during the NEPA review monitoring efforts. In addition, there will be up to 6 monthly updates (written / email) providing updates as to the status of the NEPA review, in lieu of a monthly coordination meeting during this same time period.
- CONSULTANT participation will include the Project Manager, and/or Design Manager. Additional CONSULTANT staff may participate via conference call, if required.

Deliverable(s):

- Bi-weekly 5/15 Reports (52 additional)
- Monthly Client Coordination Meeting agendas and summary notes (14 additional).
- Monthly Client Coordination Status Reports (6)

TASK 3. QUALITY ASSURANCE / QUALITY CONTROL

The CONSULTANT's Quality Assurance Checklist will be completed and submitted by the CONSULTANT with each Plan submittal. Final work submitted to the CITY shall be stamped and signed by a professional engineer in the State of Washington. 60% Plans, Specs, and Estimate will not be stamped and will be marked "Not for Construction".

The CONSULTANT will upload submittals to the project FTP site. The CITY will contact PROJECT stakeholders to download and review submittals. Stakeholders may include but are not limited to CITY Departments as appropriate (e.g. Police, Fire Public Works Operations), Snohomish County Public Utility District, PSE, Frontier, Comcast, USPS, Community Transit, Tulalip Tribe, USACE, WDFW and ECOLOGY. The CITY will summarize the PROJECT stakeholder review comments of each plan submittal and transmit the comments to the CONSULTANT in a Review Ledger. The CONSULTANT will respond to the CITY's comments in the Review Ledger by indicating the actions taken on each comment, verifying that CITY comments have been addressed (or provide written response as to why the changes have not been made).

Each plan submittal will include a comment review discussion between the CITY and the CONSULTANT. This meeting will be a collaboration session to chart the path forward to the next submittal and address any concerns that were observed during submittal review.

This Supplemental Agreement No.1 includes extending the Quality Assurance efforts to include the 60% Design.

Deliverable(s):

- Agendas for Comment Review Meetings.
- Review Ledger with comment responses, for each submittal.

TASK 4. DATA COLLECTION / REVIEW OF EXISTING INFORMATION

The purpose of this task is to collect and review all available documents related to the project and identify areas where further research and mapping are needed, and summarize what additional information is needed for project development.

CONSULTANT will collect and review available documents from the CITY including:

- Previously modified and constructed designs.
- Plans and specifications for previous CITY projects within or adjacent to the expected project footprint for the PROJECT.
- Existing topographical and right-of-way survey information.
- Basin studies or flow data for the project area including Allen Creek and the unnamed tributary to Allen Creek.
- All completed and in-progress CITY utilities and street maps, plans and studies regarding the project area (including Geographic Information Systems (GIS)).
- Existing right-of-way and easement information available at the CITY.
- Agreements, franchises, licenses and other pertinent information concerning utilities providers, businesses and properties along the corridor.
- Any Critical Areas, Wetlands, and/or Stream reports related to Allen Creek and the unnamed tributary to Allen Creek within a mile of the project area.
- Agreements, licenses, easements and directives from regulatory and resource agencies applicable to the project.
- Watermain condition logs, reports, pressure test results, photographs, etc.
- Sewer CCTV reports and videos.

CONSULTANT will prepare a Data Collection Log to confirm information received from the CITY.

CONSULTANT will prepare a Data Summary Memorandum and submit to the CITY listing the information received, additional information needed including the likely source (if known) for the additional information, and noting if any items are outside this scope of services.

Assumptions:

- The CITY will provide all available information in timely fashion.
- The CITY will assist CONSULTANT in obtaining information from regulatory and resource agencies, utility providers, Tulalip Tribe, Community Transit and other CITY departments.
- All necessary information regarding location and depth of bury for underground CITY utilities is available, accurate and readily attainable from CITY records.

- Underground and overhead utilities will be marked by 811 Locate Services.
- Utilities locations obtained from CITY records and 811 locates will be used and relied upon for the design.
- CITY will provide any current design plans and details if available for the corridor and adjacent projects in preferably AutoCAD, Civil 3D format for use and coordination with this project.
- If additional utility locate information is needed through methods such as potholing, the CITY will perform that work on City utilities and provide the information to the CONSULTANT.
- CITY will perform CCTV inspection of existing sanitary sewers and provide written reports and video tapes to the CONSULTANT.

Deliverable(s):

- Data Collection Log
- Data Summary Memorandum

TASK 5. SURVEY AND MAPPING

This task involves field surveying to densify horizontal and vertical control within the project limits, collecting existing topographic features and producing a project basemap and Digital Terrain Model (DTM) to be used in design, and conducting additional survey work to supplement the basemap and DTM as the design progresses. See Exhibit A for mapping limits. This task also includes the preparation of right-of-way plans, legal descriptions and exhibits necessary to support the right-of-way acquisition process. This Supplemental Agreement No. 1 authorizes additional supplemental survey efforts to obtain information identified during the 30% Design and required to further advance the design.

5.1. Research and Existing Data Compilation

This Supplemental Agreement No. 1 makes no changes to this sub-task.

5.2. Survey and Construction Geodetic and Cadastral Control

CONSULTANT will recover, maintain and utilize existing survey control monumentation recovered and established during prior project efforts. This Supplemental Agreement No. 1 makes no changes to this sub-task.

5.3. Field Surveying and Base Mapping

This Supplemental Agreement No. 1 adds the following work to this sub-task.

- Obtain topographic features consisting of existing traffic channelization and curb line / edge of pavement along 88th Street NE, east of the 67th Avenue NE intersection for a distance of up to 1,000 linear feet.
- Obtain additional pickups on existing stormwater facilities near 45th Drive NE and 61st Drive NE to facilitate the stormwater design and coordination of adjacent stormwater facilities with the main system along 88th.
- Obtain additional information regarding the existing stormwater facilities in front of Cedarcrest Middle School and its discharge into Allen Creek.

5.4. Right-of-Way and Parcel Resolution, Easements, Exhibits, and Legal Descriptions – to be scoped by future supplement

The scope of work for preparation of legal descriptions and exhibits will be reviewed and modified at completion of 30% Design, once the corridor footprint is identified and property impacts can be assessed. The associated budget for these efforts will be developed / revised and authorized by supplemental agreement.

5.5. Right-of-Way Plans

A general layout of proposed right-of-way lines will be prepared such that property impacts may be identified. The scope and budget for revisions to the Right-of-Way Plans for the purposes of defining the actual property impacts and acquiring right-of-way will be included and authorized by supplemental agreement at completion of 30% Design.

5.6. Office Processing and Deliverable

This task includes the office processing of the surveyed data sets, the extraction of the data required for deliverables, field book note reductions, CADD drafting, and other duties required to supplement the existing project basemap.

This task also includes the processing of the data collected for use in determining the right-of-way and the creation of the topographic mapping deliverable.

5.7. Supplemental Surveys

It is assumed that during the design phase, some level of supplemental survey may be necessary, and for purposes such as private property match/conforms, utility features, structure elevations, or features requiring more definition for design purposes. For budgeting purposes this task item has been estimated not to exceed 60-field crew hours. Any costs for performing additional survey beyond 60-field crew hours, may be adjusted accordingly and approved by the CITY via a written amendment before commencement of field activities.

CONSULTANT will process the supplemental field survey data and update the existing basemap to include the supplemental data.

Assumptions:

This Supplemental Agreement No. 1 makes no changes to the original assumptions, except as noted below.

- Traffic control will not be required for the additional work.
- The additional work does not include the setting of property corners or filing a Record of Survey.

Deliverable(s):

- Supplemental survey and corresponding Base Map updates.

TASK 6. GEOTECHNICAL ENGINEERING

CONSULTANT will provide geotechnical engineering services needed to support development of contract documents for the construction of retaining walls, culvert design, utilities, stormwater ponds, signal pole foundations, and other road improvements associated with the project. CONSULTANT services include:

6.1. Project Setup:

This Supplemental Agreement No. 1 makes no changes to this sub-task.

6.2. Subsurface Explorations and Laboratory Testing:

Plan the Geotechnical Field Exploration Program: The CONSULTANT will plan a three-phased geotechnical exploration program for the project. Phase 1 of the exploration program will consist of conducting limited access geotechnical borings within the ravines, up-stream and down-stream of the proposed culvert crossings. Phase 2 of the exploration program will consist of installing a series of borehole infiltration test wells along the corridor. Phase 3 will consist of conducting borehole infiltration testing within the phase 2 borehole infiltration test wells.

Conduct Utility Locates: Prior to conducting the subsurface exploration program, the CONSULTANT will mark the proposed exploration locations in the field and arrange for utility locates using the Utilities Underground Location Center (UULC). A second site visit will be made to verify utility locations and exploration clearances.

Generate Phase 1 through Phase 3 Exploration Work Plan Memo: The CONSULTANT will prepare a Geotechnical Work Plan Memorandum for the proposed phase 1 through phase 3 exploration programs. The work plan will be submitted to the design team and the City for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plan will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the CITY or HDR, in support of this project, will acquire and provide any required permits or right of entries at no cost to the CONSUTLANT.

(Phase 1) Conduct Limited Access Geotechnical Borings: The CONSULTANT will conduct two days of limited access drilling in the vicinity of the Allan Creek culvert crossing and one day of limited access drilling in the vicinity of the tributary culvert crossing. The proposed explorations will be drilled with a limited access, hand portable, drill rig capable of drilling along the steep slopes and within the ravines, up-stream and down-stream of the proposed culvert replacements. The soil and groundwater information obtained from these explorations will be used to refine the analysis of proposed culverts, lateral spreading mitigation measures, and associated retaining walls.

The CONSULTANT expects that each of the limited access borings will be accessed from the public right of way but will be drilled within private property, at the base of the associated ravines. The CONSUTLANT

assumes that the City of Marysville will obtain rights of entry to access up and down stream of both the Allan Creek Culvert and the tributary creek culvert, for the geotechnical explorations.

Each geotechnical boring will be drilled to a depth of 20 to 30 feet below ground surface or practical refusal, whichever is shallower. In-situ testing using a Standard Penetration Test (SPT) will occur in the borings at 2.5-foot intervals to 20 feet and at 5-foot intervals thereafter. SPT samples will be collected and returned to the CONSULTANTs geotechnical laboratory for testing. No groundwater monitoring wells will be installed within the borings.

(Phase 2) Install Borehole Infiltration Test Wells. The CONSULTANT will contract with a local driller or vactor truck operator to install up to 8 borehole infiltration test wells along the project corridor. If subsurface utilities allow for the use of a drill rig, SPT samples will be obtained at 2.5-foot intervals during drilling of the test wells. If subsurface utilities do not allow for the use of a drill rig, a vactor truck will be used to install the wells. Each test well will be installed to a depth of 5 to 10 feet below ground surface, depending on the depth of the proposed infiltration facility, and consist of a six-inch diameter PVC pipe with an open bottom. Each well will be installed within the right of way and capped with a locking monument cover.

(Phase 3) Conduct Borehole Infiltration Testing: The CONSULTANT will conduct borehole infiltration testing in general accordance with the EPA falling head procedure. The CONSULTANT assumes that completion of the borehole infiltration testing will take three working days to complete.

Generate Boring Logs and Assign Laboratory Testing: The CONSULTANT will prepare summary boring and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, hydrometers, grain-size distribution, and Atterberg Limits as appropriate.

6.3. Geotechnical Design Services:

The CONSULTANT will develop geotechnical recommendations for the design and construction of the roadway improvements and structure alternatives. Anticipated geotechnical design services include the following:

Update Geologic Profiles: The CONSULTANT will update geologic profiles based on the soil and groundwater data obtained from the phase 1 geotechnical borings. The geologic profiles will be included in the geotechnical engineering report.

Update Soil Properties: The CONSULTANT will update estimates of the soil strength and other properties needed to evaluate the effects that the subsurface conditions will have on the proposed improvements.

Update Liquefaction and Lateral Spread Analysis: The CONSULTANT will evaluate the risk of liquefaction in the vicinity of the phase 1 explorations and update the lateral spread evaluation based on the data obtained from the limited access explorations.

Culvert Design Recommendations: The CONSULTANT will provide geotechnical recommendations for designing the two replacement culverts. Geotechnical evaluations and recommendations for cast in place box culverts and precast culvert systems will be provided. Bearing capacity recommendations and lateral earth pressures/resistances, and seismic design recommendations will be provided for the chosen culvert systems.

Evaluate FWD Data and Develop Pavement Design: The CONSULTANT will evaluate the FWD and pavement core data and develop overlay and new pavement design recommendations using traffic information for the corridor provided by the City.

Update SEW Design Recommendations: The CONSULTANT will update geotechnical recommendations for designing the SEWs. Recommendations will include soil parameters for design, bearing capacity, structural backfill requirements, drainage recommendations, minimum wall embedment and minimum reinforcement lengths based on global stability. The global stability analysis will consider static, seismic, and post-seismic load cases. The CONSULTANT will also estimate the anticipated settlement of the proposed roadway embankment fill at the two creek crossings.

Update Temporary Soldier Pile Design Recommendations: The CONSULTANT will update geotechnical recommendations for designing temporary soldier pile walls along the corridor, as needed. Recommendations will include lateral earth pressure diagrams for static, pseudo-static and post liquefaction conditions.

Update Gravity Block Wall Design Recommendations: The CONSULTANT will update geotechnical recommendations for designing the gravity block walls. Recommendations will include soil parameters for design, bearing capacity, structural backfill requirements, drainage recommendations, minimum wall embedment and minimum reinforcement lengths based on global stability. The global stability analysis will consider static, seismic, and post-seismic load cases. Lateral earth pressure design recommendations and backfill requirements will consider and account for lightweight backfill alternatives.

Reinforced Concrete Wall and Culvert Wing Wall Design Recommendations: The CONSULTANT will provide geotechnical design recommendations for designing cast-in-place reinforced concrete walls. Recommendations will include soil parameters for design, bearing capacity, structural backfill requirements, drainage recommendations, minimum wall embedment and any over excavation requirements. The design analysis will consider static, seismic, and post-seismic load cases. Reinforced concrete wall design recommendations will consider and account for light weight backfill alternatives.

Signal Pole and Luminaire Design Recommendations: The CONSULTANT will evaluate the lateral bearing pressures of the soil at the boring locations and provide geotechnical recommendations for signal pole and luminaire foundations based on WSDOT standard plans and procedures. The CONSULTANT assumes that signalization improvements will include: upgrades to the intersections of 88th Street NE with 51st Avenue NE and 55th Avenue NE; a new signal installation at the intersection of 88th Street NE and 60th Drive NE; and two

(2) Rectangular Rapid Flashing Beacon (RRFB) Signals along 88th Street NE near 46th Avenue NE and 61st Drive NE. The CONSULTANT also assumes that the geotechnical data used to design the recent intersection upgrades at the 51st Avenue NE intersection will be provided by the City. The CONSULTANT will provide luminaire foundation design recommendations for luminaire foundations to be founded within light weight cellular concrete.

Cellular Concrete Design Recommendations: The CONSULTANT will provide final design recommendations for cellular concrete to be used as a lateral spread mitigation measure in the vicinity of the culvert crossings.

Infiltration Analysis: The CONSULTANT will evaluate the data obtained from the Phase 3 explorations and determine appropriate short and long-term infiltration rates for use in design of potential infiltration facilities.

Quality Assurance / Quality Control (QA/QC): The CONSULTANT will have the design calculations, recommendations, and reports reviewed in accordance with its QA/QC plan.

Update Geotechnical Engineering Report: The CONSULTANT will update the draft geotechnical engineering report for the project. This updated report will contain the results of the additional subsurface exploration program, including logs, laboratory test results, and a description of the subsurface conditions; a site plan showing exploration locations and other pertinent features; and geotechnical engineering recommendations for the design and construction of the proposed roadway improvements.

Miscellaneous Geotechnical Coordination and Analysis: The CONSULTANT will provide up to 20 hours of miscellaneous geotechnical coordination and analysis after updating of our draft geotechnical report. This effort will address question and changes to the design that have geotechnical implications and occur between publishing of our updated draft report and final report.

Plan and Specification Review: The CONSULTANT will conduct a review of the project plans at the 60% milestone submittal to ensure that the geotechnical aspects of the project have been incorporated into the project documents.

Project Coordination Meetings: The CONSULTANT will attend up to four (4) project coordination meetings. The CONSULTANT's attendance will be used to convey the geotechnical considerations of the site to the City and the design team.

Geotechnical Task Management: The CONSULTANT will provide geotechnical task management to all geotechnical related aspects of the project. The CONSULTANT will correspond with the City and the design team in the form of emails, fax, and telephone calls, as necessary.

Assumption(s):

- The CONSULTANT will be responsible for preparing traffic control plans. All required street use and right-of-way permits will be secured and provided by the CITY at no cost to the CONSULTANT.
- No geotechnical explorations will be completed within the cemetery property

- Access and right-of-entry to the limited access explorations locations will be provided by the CITY.
- Minor vegetation clearing may be required to access the limited access exploration locations. Vegetation clearing will be completed by the CONSULTANT with hand equipment.
- The CONSULTANT will contract with a subcontractor to perform the borings. The borings will be conducted during workday hours with no work hour restrictions.
- Saw cutting of the pavement at the exploration locations will not be required at the borehole infiltration test wells.
- The spoils from the subsurface explorations will not be characterized as hazardous waste.
- Spoils from the borings will be drummed on site and transported off site for disposal by the drilling subcontractor.
- The subsurface explorations will not be used to assess site environmental conditions. However, visual and/or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to the CONSULTANT.
- The subsurface exploration locations will be surveyed by others if needed
- Design for the geotechnical engineering analyses will be based on 2015 WSDOT Geotechnical Design Manual and 2017 AASHTO LRFD design criteria. Design of the stormwater water infiltration rates will be based on the Department of Ecology 2012 Stormwater Management Manual for Western Washington for non-glacially consolidated soils (i.e., grain size method), and the results of the on-site infiltration testing.
- The SEWs, gravity block walls, and temporary soldier pile walls will be designed by the contractor. Internal stability and facing analyses will not be performed as part of this AGREEMENT.
- This contract only goes through 60 percent design.
- The final geotechnical report will be completed as part of a future contract.
- Temporary groundwater control during construction, where required, will be designed by the contractor and will not be performed as part of this AGREEMENT.

Deliverable(s):

- Geotechnical Work Plan Memo
- Updated Draft Geotechnical Engineering Report (Electronic copy as Adobe PDF)
- Plans and Specification markups (Comments and edits to Adobe PDF or Microsoft Word document)

TASK 7. WATERMAIN & SANITARY SEWER EVALUATION AND DESIGN

The objective of this task is to evaluate the existing infrastructure and develop recommendations for portions of these systems to be retained, replaced, or supplemented, and incorporate the recommendations into a preferred alternative for the corridor.

Design efforts authorized by this Supplemental Agreement No. 1 will advance based on the result of 30% Design with updates as required to address design development for other elements of the corridor such as stormwater, franchise utilities, and culvert replacement structures; further advancing the utility design to 60% Design.

7.1. Conditions and Capacity Analysis

This Supplemental Agreement No. 1 makes no changes to this sub-task.

7.2. 30% Submittal

This Supplemental Agreement No. 1 makes no changes to this sub-task.

7.3. 60% Submittal

The CONSULTANT will further develop the 30% plans, including City Review Comments, to the 60% Design Level including the sheets listed in the Submittal Sheet List, shown in Task 14. The CONSULTANT will coordinate with franchise utilities regarding the protection or location of proposed utility relocation within the right-of-way.

Assumptions(s):

- Relocation of franchise utilities such as gas, telecommunications, and electrical utilities and associated appurtenances will be designed by others.
- Profiles of relocated franchise utilities such as gas, telecommunications, and electrical utilities will not be shown as part of the 60% design submittal as this will be currently under design by others.
- Horizontal location of water, sewer, and franchise relocations within the right-of-way will be based on 30% plans and City Review Comments. Modifications to the horizontal alignment of any of these utilities beyond those noted in the City Review Comments will be considered Additional Services.
- All parcels adjacent to the 88th Street NE Corridor are currently served by City of Marysville water and sewer; and no new side services are required.

Deliverable(s):

- 60% Utility Plans, Utility Profiles, and Utility Details (incorporated into the overall 60% Plans).

- 7.4. 90% Submittals – To be scoped in future supplement
- 7.5. Ad-Ready Submittal – To be scoped in future supplement

TASK 8. TRAFFIC ANALYSIS

This Supplemental Agreement No. 1 makes no changes to this task.

TASK 9. PRELIMINARY ENGINEERING

This Supplemental Agreement No. 1 makes no changes to this task.

TASK 10. DESIGN REPORT

The CONSULTANT shall prepare a Design Report to document the basis of design, coordination with stakeholders, site conditions, and other information supporting the development of the corridor design. This Supplemental Agreement No. 1 provides for an update to the Design Report to include the 60% Design.

10.1. Design Report – 30% Submittal

This Supplemental Agreement No. 1 makes no changes to this sub-task.

10.2. 60% Design Report Update

The CONSULTANT will compile notable documentation for the 60% Submittal which builds upon the comprehensive Design Report submitted at 30%. This document will include but is not limited to:

- VE Study Report
- Final Geotechnical Engineering Report
- Draft Drainage Design Report
- Draft Hydraulics Report
- 30% Comment Responses

10.2.1. Drainage Design Report

CONSULTANT shall prepare a Drainage Design Report in accordance with the requirements of the City of Marysville's municipal code and by reference the 2012 WA State Department of Ecology (ECOLOGY) Storm Water Management Manual for Western Washington. The Drainage Design Report will document the minimum stormwater management requirements that apply to the project; BMP selection; calculations to support complete BMP and conveyance sizing; and a summary of long-term operations and maintenances plan components.

CONSULTANT will evaluate and select Best Management Practices (BMPs) to provide permanent stormwater management for the project in accordance with the CITY requirements. Where feasible, LID techniques that promote stormwater infiltration will be used. LID techniques will be the preferred BMPs to provide on-site stormwater flow control and water quality treatment. In areas of poorly drained soils or where full infiltration is not feasible, partial infiltrating BMPs that utilize under drains may be used. Traditional flow control and water quality treatment BMPs, such as surface detention ponds or flow-through cartridge treatment devices, will also be considered where full infiltration is not feasible.

BMP selection will be based on infiltration capacity, topography, the amount of space available within the right of way, life-cycle cost and aesthetic considerations, and the CITY's overall sustainability goals for the project.

Hydrologic modeling will be performed using an Ecology approved continuous simulation hydrologic model to size BMPs and evaluate the expected performance of each in terms of meeting Minimum Requirements from the ECOLOGY Manual, as they apply to the project. Results from the modeling will be used to evaluate design parameters, such as the amount of flow to divert to each BMP; and preliminary facility depths, surface areas, and slopes needed to meet the applicable minimum requirements.

Assumption(s):

- The Draft Drainage Design Report prepared under this task will correspond to the 60% complete designs.
- The 60% DRAFT will be approximately 20 pages in length. The DRAFT Report will include graphics which document analysis and assumptions.
- There will be only be two versions of the Drainage Design Report for 60%. An initial 60% draft report, and a final 60% report incorporating city review comments.
- The 60% Draft Drainage Design Report will be subject to one round of CITY review. The CITY will provide one consolidated set of comments on the draft memorandum to the CONSULTANT. The CONSULTANT will incorporate the CITY's comments, as applicable, in the Final Drainage Design Report submitted during 60% and 90% Design Submittals.
- Western Washington Hydrology Model (WWHM) or MGS Flood modeling software will be used.
- The default rainfall gage with a site specific correction factor and model parameters will be used.
- Model calibration or validation will not be performed.
- CONSULTANT will evaluate the nine Minimum Requirements of the SWMMWW.
- Conveyance Facilities will be evaluated for the 25-year storm event using WWHM.
- Long-term design infiltration rates from the geotechnical report will be used for modeling infiltrating BMPs.
- The Final Drainage Design Report will be submitted with the 90% design (by future supplement).

Deliverable(s):

- The Draft 60% Drainage Design Report will be submitted with the 60% design submittal (PDF format).
- The Final 60% Drainage Design Report (PDF format).

10.2.2. Draft Hydraulics Report

CONSULTANT shall prepare a Draft Hydraulics Report to be used in the permitting process. It will include a summary of the existing conditions and hydrology, a summary of the hydraulic modeling results and assumptions, design criteria, and the proposed design information.

Assumption(s):

- The Draft Hydraulics Report prepared under this task will correspond to the 60% complete designs.
- There will be only one Draft and one Final version each of a Draft Hydraulics Report and Final Hydraulics Report.
- The 60% Draft Hydraulics Report will be subject to one round of CITY review. The CITY will provide one consolidated set of comments on the draft report to the CONSULTANT.

Deliverable(s):

- The Draft 60% Hydraulics Report will be submitted with the 60% design submittal (PDF format).
- The Final 60% Hydraulics Report (PDF format).

10.3. Final Design - To be scoped in future supplement

TASK 11. 30% DESIGN

This Supplemental Agreement No. 1 makes no changes to this task.

TASK 12. VALUE ENGINEERING STUDY - TO BE AUTHORIZED BY FUTURE SUPPLEMENT

This Supplemental Agreement No. 1 makes no changes to the scope definition contained in the Original Agreement.

TASK 13. ENVIRONMENTAL DOCUMENTATION & PERMITTING

The purpose of this task is to engage the regulatory agencies, conduct fieldwork, prepare documentation, and prepare NEPA/SEPA, City, and JARPA permit application packages. Because the project is not scheduled to commence construction until 2023, several permits will be deferred to a subsequent Supplemental Agreement to minimize need for permit revisions or re-approvals. This Supplemental Agreement No. 1 will finalize NEPA submittals and NEPA Categorical Exclusion acquisition.

13.1. Organize an Environmental Kick-off meeting and site visit.

This Supplemental Agreement No. 1 makes no changes to this sub-task.

13.2. NEPA/SEPA/Permitting Stakeholder Meetings and Agency Coordination

This Supplemental Agreement No. 1 makes no changes to this sub-task.

13.3. Wetlands, Streams, Fish, Wildlife & Habitat Baseline Fieldwork

This Supplemental Agreement No. 1 makes no changes to this sub-task.

13.4. Wetland and Stream Delineation Report Preparation

This Supplemental Agreement No. 1 makes no changes to this sub-task.

13.5. Cultural Resources Assessment

In support of NEPA and Clean Water Act Permitting with the US Army Corp of Engineers (USACE), as related to wetlands and work below the Ordinary High Water Mark (OHWM), this work would include the preparation of a Cultural Resources Assessment Report in accordance with the published Department of Archaeology and Historic Preservation (DAHP) standards and guidelines, as well as those of the Secretary of the Interior.

13.5.1. Preliminary Review

- The CONSULTANT will conduct background research using the DAHP's WISAARD database as well as other relevant documents, as needed, pertaining to sites and cultural resources surveys previously recorded in (and in the vicinity of) the project area. Background research will also address ethnographic information regarding Tribal affiliations (for use in determining Traditional Cultural Property [TCP] likelihood).
- A Washington DAHP EZ1 Form will be completed for submittal as part of the EO 05-05 process to inquiry as to whether additional work will be mandated (there is a potential that this would limit or eliminate further work).

- Provide an APE document with maps and project description to H&LP so they can initiate consultation with the SHPO and all concerned parties. Based on comments and the FHWA determination of whether it will have the potential to effect historic properties proceed to Step 2, Research and Field Investigation.

13.5.2. Research and Field Investigation

- The CONSULTANT will conduct background research and then a field investigation consisting of a pedestrian reconnaissance to evaluate the area and to record historic property information for all structures 45 years of age or older. Above-ground inspection will consist of identifying any historic-aged resources located in and/or immediately adjacent to the project area that have not yet been inventoried. If necessary, up to three (3) structures will be evaluated for listing on the National Register of Historic Places (NRHP).
- Shovel probes will be excavated within the project corridor at 30-meter intervals, as feasible.
- Photographs will be taken of the project area, shovel probes, cultural materials and/or other areas of interest. Description/details of the photos will be entered in a photo log.
- As necessary, maps will be produced to show the location of the observed resources with reference to surrounding natural and human-built features.

13.5.3. Monitoring (if required)

- The CONSULTANT will monitor any geotechnical testing of soils in the project area to determine whether buried historic or pre-contact materials are present in returned soils or if profiles (as exposed) contain archaeological material or the potential for locating them.
- If monitoring of soil testing is mandated or requested those data would be included in any reporting documentation, hence task item 2 (above) reporting would not take place until all field work was completed.

13.5.4. Reporting

Consultant will prepare a cultural resources assessment report detailing the results of research and fieldwork. This report will include eligibility assessments, and recommendations for avoidance or mitigation for any resources identified

Assumption(s)

- All review comments will be received in accordance with the project schedule. Delays and/or revisions to complete design due to receipt of untimely review comments and directions will be considered extra work.
- Changes to the project description and/or project area may necessitate modifications to this scope of services; such changes will be considered as Extra Work.
- If cultural resources are located in the project area, an Archaeological Site Inventory Form will be required by DAHP; preparation of this form is not included in this scope of services.

13.6. Endangered Species Act Compliance – Biological Assessment Preparation

This Supplemental Agreement No. 1 makes no changes to this sub-task.

13.7. Critical Area Report Preparation

The preparation of the Critical Area Report will be fully scoped, budgeted and authorized by future supplement after completion of 60% design.

The Critical Area Report (CAR) documents impacts and identify mitigation in compliance with the City Critical Areas Ordinance. The CAR builds upon information already developed for the Wetland and Stream Delineation Report, Geotechnical Report and Biological Assessment.

The CAR will be developed to address the best available science requirements. The report will identify the general extent and location of PROJECT critical areas as defined by the CITY including wetlands, streams, geologic hazard areas, habitat areas and their buffers in the study area. The Critical Areas Report will incorporate information from Task 6 – Geotechnical Engineering - to address Geologic Hazard Areas.

Upon authorization, the CONSULTANT will work with CITY planners to develop up to three mitigation options for consideration. The options will be developed in GIS and will be supplemented with a brief narrative describing the concept pros and cons to facilitate the screening to a preferred option.

A general description of the mitigation required and the preferred conceptual level mitigation option will be presented in the CAR.

13.8. Prepare a noise assessment to meet FHWA and WSDOT requirements

This Supplemental Agreement No. 1 makes no changes to this sub-task.

13.9. Prepare an Air Quality Assessment to meet FHWA and WSDOT requirements.

This Supplemental Agreement No. 1 eliminates the need for completion of this work effort and deletes this Task from the overall contract.

13.10. Prepare Environmental Justice documentation required by FHWA and WSDOT to document presence of minority and/or low-income populations with 0.5 miles of the project corridor.

This Supplemental Agreement No. 1 includes additional efforts for the preparation of NEPA documentation:

- Finalize Environmental Justice memo started under the original Scope of Work

13.11. NEPA Documentation and Approval

This Supplemental Agreement No. 1 includes additional efforts for the preparation of NEPA documentation:

- Finalize and submit NEPA Environmental Classification Summary Form started under the original Scope of Work
- Documented Categorical Exclusion acquisition support

13.12. Hazardous Materials

This Supplemental Agreement No. 1 makes no changes to this sub-task

13.13. SEPA checklist preparation

- The preparation of the SEPA Checklist will be fully scoped, budgeted and authorized by future supplement, after 60% design is complete.

13.14. Permit Support

Additional permit support will be fully scoped, budgeted and authorized by a future supplement, after 60% design is complete. Anticipated future efforts include:

- The PROJECT is likely to trigger a US Army Corps of Engineers permit and a Hydraulic Permit Application (HPA) for wetland impacts, stream impacts, and work below the OHWM. The CONSULTANT will prepare a Joint Aquatic Resource Protection Application (JARPA) for review and signature by the City.
- THE CONSULTANT will prepare up to 10 JARPA specific graphics using CADD and GIS to support the application package and submittal to Corps and Ecology.
- Prepare on behalf of the CITY the WDFW on-line JARPA (APPS) form.
- Prepare following permit applications:
 - a. Clear and Grade Permit
 - b. Right-of-Way Permit
 - c. NPDES Notice of Intent
- Coordinate with the agency permit reviewers to facilitate review and comments for permit acquisition.

CITY Responsibilities:

City responsibilities as defined in the original scope of services remain unchanged except as noted herein.

Assumption(s):

- The assumptions as defined in the original scope of services remain unchanged except as noted herein. Submittal milestones are as follows:
 - a. NEPA ECS and supporting documentation: January 2020
 - b. Critical Area report: June 2021
 - c. SEPA Checklist: September 2021
 - d. City Permits: October 2022

e. WDFW HPA application: June 2022

Deliverable(s):

- Draft and Final Wetland and Stream Delineation Report (electronic WORD and PDF).
- Draft and Final Cultural Resources Assessment Report (electronic PDF).
- Draft and Final Biological Assessment (electronic WORD and PDF).
- Draft and Final Noise Assessment (electronic WORD and PDF).
- Draft and Final EJ Evaluation (electronic WORD and PDF).
- Draft and Final ECS form (electronic format).
- Draft and Final Hazardous Material Report (electronic WORD and PDF).

Deliverable(s) to be authorized by future Supplemental Agreement:

- Draft and Final Critical Areas Report
- Draft and Final SEPA Checklist.
- Draft and Final JARPA for Corps/Ecology.
- Draft On-Line JARPA for WDFW (APPS).
- Draft and Final City and NPDES Permits.

TASK 14. 60% DESIGN

14.1. 60% Design

The CONSULTANT shall follow the guidelines set forth in the CITY's Design Standards and Plans Preparation Manual when preparing the 60% plans, specifications, and estimate.

Assumption(s):

- The level of effort and fee estimate for this task is based on the number of sheets for each discipline as shown in the sheet list provided. The sheet list was prepared based on CONSULTANT's current knowledge of the project scope and anticipated work elements.
- CONSULTANT shall consult with the CITY prior to developing any sheets if the actual number of required sheets varies from the original sheet count estimate. If the CITY and CONSULTANT concur that total number of sheets required to detail the project exceeds the original estimate, the budget for this task may be amended.
- The 60% design will include the full project corridor and will not separate the project into separate phased segments.
- The 60% Design will be based on the assumption that a full closure(s) of 88th Street will be allowed for the purposes of construction of the Allen Creek and Unnamed Tributary stream crossings. Detour Plans will be developed during the 90% Design effort. No temporary access roads for stream crossing access will be identified or detailed.
- Any design to accommodate partial road closures, phased culvert and road widening construction will be considered Extra Work to be authorized by future supplement.

14.2. 60% Plans

The CONSULTANT will further develop the 30% plans to a 60% plan level including the sheets listed in the following table.

The anticipated sheet list for 60% design includes:

Submittal Sheet List for 60% Design

Sheet Description	60%
Cover Sheet with Vicinity Map and Index	2
Legend, General Notes, Abbreviations, and Project Key Map	2
Roadway Typical Sections	5
Alignment, Profile, and ROW Plans	24
Right-of-Way Acquisition Plans	20
Site Preparation Plans	21
TESC Notes and Details	3
Temporary Erosion and Sedimentation Control (TESC) Plans	21
Roadway Base and Light-weight Fill Details	2
Paving Plans	20
Paving Details	14
Intersection and Curb Ramp Grading	22
Driveway Plan and Profiles	75
Drainage Plans	20
Drainage Profiles	20
Drainage Details	7
Fish Passage Culvert Structure Notes & Key Plan	2
Fish Passage Culvert Plan, Profiles & Typical Sections	4
Fish Passage Culvert Details	9
Retaining Wall Structure Notes, Key Plan and Sequencing Plan	3
Retaining Wall Plan and Profiles	11
Retaining Wall Details	10
Stream Restoration Details	3
Pavement Marking and Signing Plans	21
Signing Schedule and Details	4
Signals, Illumination and ITS Plans	14
Signal and ITS Details (3 Intersections + 2 RRFBs)	12
Illumination Schedule and Details	2
Landscaping Plans	14
Landscaping Details	5
Water Plans and Profiles	20
Sanitary Sewer Plans and Profiles	20
Water and Sanitary Sewer Details	8
Staging and Traffic Control Sequencing Notes	1
Staging and Traffic Control Plans	20
Total # Sheets	461

14.2.1. General Sheets

CONSULTANT will prepare the contract drawings in accordance with the CITY's design standards. Unless otherwise noted or directed by the CITY, CONSULTANT will prepare plan view sheets at a 1" = 20' scale (full size) and 1" = 40' scale (half size).

CONSULTANT will prepare a cover sheet including an index of drawings. The list of plan sheet titles in the indices will exactly match the titles as they appear on the plan sheets.

CONSULTANT will prepare a vicinity map showing the project limits. The vicinity map will include the beginning and ending of construction, stations, major cross streets, waterways, and critical areas.

CONSULTANT will prepare a sheet layout index for each scale used showing the sheet layout for the various disciplines. CONSULTANT will prepare general notes, abbreviations, and symbols sheet.

14.2.2. Roadway Design

Roadway Typical Sections

Roadway sections will be developed for 88th Street NE denoting roadway widths, right-of-way widths, sidewalks, bike lanes, landscaping, pavement design, wall locations, and traffic lanes. It is assumed that all cross street work will be minor and will be able to be built using plan and detail sheets only – no roadway sections will be required. The typical sections cover typical work throughout sections of the project and will not include every minor change in section dimensions and features. Where there are anomalies the appropriate discipline plans will be referenced.

At the creek crossing, sections will account for excavation and lightweight backfill requirements to ensure stability of the embankments.

Alignment, Profile, and ROW Plans

CONSULTANT will prepare a set of alignment tables and plan sheets for survey control, monumentation, and roadway alignments. The alignment tables and plan sheets will list necessary curve details for proposed centerline alignments, horizontal and vertical control data, existing right-of-way information based on CITY-provided title reports, and reference-level proposed right-of-way information such as proposed right-of-way and preliminary temporary construction easement limits.

Right-of-Way Acquisition Plans

CONSULTANT will prepare a set of right-of-way acquisition and easement plan sheets depicting necessary information and detail to identify acquisition and easement limits and quantities. Plan sheet information will include alignment references; existing right-of-way; proposed right-of-way; proposed easements; and property information including ownership, parcel number, parcel area, acquisition area, permanent easement area, temporary construction easement area and parcel remainder area.

Site Preparation Plans

CONSULTANT will define the site preparation and demolition activities, including items to be abandoned, salvaged, recycled or removed, and identify facilities and environmentally sensitive areas that need to be protected during construction. Site Prep plans will include surface feature items, such as pavements (by type), sidewalk, curbs, walls, and miscellaneous structures. Demolition required for utilities, drainage features, signing, signalization and illumination will not be included in these drawings and will be shown on the relevant discipline drawings. Cut/fill lines will be shown on the site preparation plans.

Paving Plans and Details

CONSULTANT will prepare roadway paving plans that will show paving extents, pavement material types, curb and gutter, raised medians, sidewalks/shared pathways, and bike lanes. The plans will also show curb returns, tapers, intersection layouts, proposed driveway accesses, and other pertinent surface features. The paving details will include some design details for atypical curbs, paving, and layout of flatwork features not captured by the standard plans.

Intersection and Curb Ramp Grading

CONSULTANT will design intersection grading to tie into the existing cross street's existing terrain. Intersection curb radii will be designed including curb radii tables with locations and elevations for PC, PT, quarter points, low points, and curvature staking information including radius, length of curve, tangent, and delta. Curb ramps will be located at each intersection corner, up to two Cedarcrest Middle School driveways, and up to two mid-block crossings. Bike ramps are assumed to be limited to on-street bike lane transitions near 67th Ave NE. Preliminary ramp grading information will be provided for 60% Design with full grading information at ramps and adjacent areas at 90% Design. Curb ramps will be designed in accordance with ADA and PROWAG requirements:

INTERSECTION	# CURB RAMPS	# BIKE RAMPS
STATE AVENUE	--	--
44TH DR NE	8	--
45TH DR NE	8	--
MID-BLOCK CROSSING #1	2	--
46TH DR NE	4	--
47TH DR NE	4	--
48TH DR NE	8	--
49TH DR NE	4	--
51ST AVE NE	8	2
52ND AVE NE	4	--
52ND DR NE	4	--
55TH AVE NE	8	--
57TH DR NE	4	--
58 TH DR NE	4	--
59TH DR NE	8	--
60TH DR NE	8	--
61ST DR NE	4	--
MID-BLOCK CROSSING #2	2	--
CEDARCREST DRIVE – WEST	2	--
CEDARCREST DRIVE –EAST	1	1
67TH AVE NE	--	1

For 60% design, ramp types and limited grading points may be provided for pedestrian curb ramps and bike ramps.

It is assumed that the need for ADA Maximum Extent Feasible (MEF) documentation will be minimal on this Project due to relatively flat grading in existing conditions. It is assumed that up to 6 ramps will require the documentation.

Driveway Plan and Profiles

CONSULTANT will design grading to tie into the existing terrain at private properties adjacent to the corridor. This includes driveway grading to match into existing properties. Additional property interface elements such as modifications to existing parking layouts or walkway connections will be noted. Relocations of mailboxes will be shown on the plan. Profiles will be created for each of these driveway locations with accompanying plan view at a scale of 1"=5'. Driveway limits for the 60% design level will typically depict the length behind sidewalk to match back to existing driveway surfacing at a width matching to the driveway entrance width at the roadway. Each sheet will provide design information for roughly 1 property and up to 2 driveway profiles.

Pavement Marking and Signing

CONSULTANT will prepare plans and details for the channelization, including lane and edge stripes, stop bars, pavement markings, crosswalks, and geometry of striped medians and turn pockets. Limits of channelization will typically match paving limits. Additional channelization will be shown east of 67th Avenue NE to support new on-street bike lanes to connect the shared pathway facilities on 88th Street NE with the existing bike lanes on Ingraham Blvd. Signing will show the location of new signs and will conform to the current edition of the MUTCD and the CITY's signing guidelines. Sign schedules will be provided for both the existing corridor signage and the proposed signing with location information, mounting/installation guidance, and associated sign design details.

14.2.3. Stormwater Design

Temporary Erosion Control

CONSULTANT will prepare temporary erosion control details which show erosion and sedimentation controls measures to be used for this project. Cut/Fill lines will be shown on the TESC plans.

The TESC drawings will be prepared in accordance with the CITY requirements and by reference the requirements written in the 2012 ECOLOGY Stormwater Management Manual for Western Washington.

Drainage Plans, Profiles, and Details

CONSULTANT will prepare plans and details for the LID and gravity drainage design, including plan views of drainage pipes and structures, LID features, connections to the existing stormwater systems, and nonstandard drainage details. These storm system layouts will include catch basin and manhole locations, and the details required to describe the stormwater facilities. Stormwater detention and treatment facilities on the City Maintenance Site will be included in the stormwater plans and details.

These plans will include profiles for the storm drains required within the project limits. All pipe invert elevations, size, length, and type as well as drainage structure sizes and types will be included. Profiles of the stormwater facilities will also be included. Existing and proposed utility crossings will be depicted based on pothole data and utility profiles.

14.2.4. Fish Passage Crossing and Structural Design

Culvert Plan, Profiles, Sections and Details

The CONSULTANT will prepare plans, sections and details for each culvert replacement structure and upstream and downstream of the structure where grading is required to match the existing channel. The plans will include typical sections of the channel within the reach, the depth and placement of the streambed material, and placement and details of wood within the reach. The new fish passable structures will be designed to meet the structural requirements of the AASHTO LRFD.

Retaining Walls

The CONSULTANT will use the 30% design plans and review comments and advance the design to a 60% design and plan level. This task involves advancing the design and preparation of contract documents for permanent and temporary retaining walls and other miscellaneous structures. Plan, profiles and details will be included in the plans, including the excavation limits required to construct each of the structures. Retaining wall systems that are proprietary products or will be used as temporary structures will be evaluated for feasibility and constructability; however, final design of these walls will be the responsibility of and completed by the Contractor.

The CONSULTANT will prepare a proposed structure construction sequence. Construction sequence shown will prioritize the feasibility and constructability of the project and may not necessarily depict the shortest construction method or the least costly method. Temporary retaining walls required to facilitate the proposed construction sequence will be identified at this time.

Stream Restoration

The CONSULTANT will prepare plan sheets showing limits of work at each creek crossing and associated areas for restoration with planting and material information.

14.2.5. Signal, Illumination, and ITS Plans and Details

The CONSULTANT will use the 30% design plans and review comments to advance the design to 60% Design. This task involves advancing the design and preparation of contract documents for signal, illumination, RRFB crossings, and ITS work elements.

CONSULTANT will include ITS elements per direction from CITY staff and CITY standards. The CITY will provide standard details and specifications for the ITS system components. The CONSULTANT will design interconnect along the corridor which is future compatible to providing a fiber connection between State Avenue and 67th Avenue NE.

14.2.6. Traffic and MOT Design

Staging, Traffic Control, and Detour Plans

CONSULTANT will develop basic traffic control narrative and sequencing plan for construction of roadway, utility, and stream crossing improvements utilizing lane closures along with a full roadway closure during the fish windows to support culvert removal and installation at the Unnamed Tributary and Allen Creek crossings. Staging plans will provide a potential approach for constructing walls and installing culvert structures at each creek crossing. Detour plans will be developed for the 90% Design submittal once project phasing and timing is determined.

14.2.7. Landscaping Design

Landscape Plans and Details

CONSULTANT will develop landscaping plans based on CITY's direction and input to select appropriate plantings within the right-of-way to provide a consistent look and feel of the corridor.

Landscape plans shall include tree placement, size and species, areas where shrubs and groundcover shall be planted, stormwater facilities, slope stabilization measures and on-site environmentally sensitive restoration/mitigation, where applicable. Details and schedules for planting shall be included.

Where focused areas of planting occur, and irrigation is directed by the CITY to be provided, the CONSULTANT shall prepare a draft performance based special provision for a contractor designed and constructed system. The CONSULTANT shall identify irrigation meter location/type/size, and power source within the appropriate plan series.

14.2.8. Utility Design

Utility Plans, Profiles, and Details

Utility design shall be advanced based upon limits identified from the 30% Design for initial limits of existing utility infrastructure to be retained and existing utility infrastructure to be replaced. As part of the 30% Design, a utility corridor plan was developed to identify potential utility conflict locations.

CONSULTANT will develop a potholing program to verify existing utility location, depth and size. Critical pothole locations will be determined during the design phase and coordinated with the various utility owners. Documentation will consist of pothole locations shown on plan drawings with additional information in tabular form. Tabular information will include utility type, size, location, depth and additional detail as determined. It is assumed that the City and franchise utilities will perform the potholing of utilities and provide detailed size, type and location information to the CONSULTANT. The CONSULTANT will perform a field survey location check of the pothole locations. A maximum of 20 pothole locations is included in this scope of work.

Potholing will be performed at the start of 60% Design efforts. Utility information either gathered from pothole data or from utility as-built plans will be 3D modeled and used to identify conflict locations as well as shown in the drainage and retaining wall profiles. Utility data and any franchise utility relocations will be incorporated into the 60% plans and profiles. All utility design work will be done by the affected utility owners.

Franchise Utilities Coordination

CONSULTANT will coordinate with affected utilities to identify type, size and location of future utilities. CONSULTANT will work with the Franchises to locate their proposed facilities but will not design their work. Franchise Utility design will be completed by the Franchises.

Assumption(s):

- CONSULTANT's franchise utilities coordination efforts will include up to 3 Joint Franchise Utilities Coordination Meetings, each lasting a maximum of 2 hours; and phone / email correspondence with individual utilities (total maximum of 16 hours). The Joint Franchise Utilities Coordination Meetings will be held at Marysville Public Works and scheduled / organized by the CITY.
- Non-CITY Utilities may include:
 - Puget Sound Energy – Natural Gas Main
 - Snohomish PUD – Transmission and Distribution Power
 - Comcast – Cable TV / Fiber Optics
 - Century Link – Telephone Communications/Fiber Optic
 - Frontier – Telephone Communications/Fiber Optic
- CITY Utilities include:
 - Water Main
 - Sanitary Sewer
 - Storm Water (See Stormwater Design)
 - Traffic and Illumination Conduit / Fiber (See Traffic Design)

14.3. 60% Specifications

The CITY will supply the CONSULTANT with the current version of the CITY's Special Provisions. The CITY's boilerplate up front and division 1 specifications will be supplied in a Microsoft Word format. CONSULTANT will be required to create a "run-list" and edit the boilerplate version by supplementing project specific information. The CONSULTANT shall keep a current project "run-list" and rerun the batch program prior to submittal.

14.4. 60% Estimate

CONSULTANT's Engineer's Estimate shall develop an opinion of cost and document the estimate with backup quantity calculations. Backup calculations shall specifically include items measured by the appropriate unit. The Engineer's Estimate will include an itemized list in tabular form, describing; section, item, and number of units (quantity), estimated unit costs, and total cost, with the understanding that any cost opinion or Engineer's Estimate provided by the CONSULTANT will be on the basis of experience and judgment. The estimate shall be prepared using standard unit costs and lump sum prices. Ott- Sakai subconsultants will provide recommendations for unit costs and of estimate items. The 60% opinion of probable cost shall include contingencies for elements not yet fully defined. The "Bid Proposal" within the boilerplate specifications shall be prepared from this information by the CONSULTANT.

14.5. 60% Submittal

CONSULTANT shall provide all documents for the 60% Design PS&E submittal to the CITY electronically.

Deliverable(s):

- 60% Plans
- 60% Specifications
- 60% Engineer's Opinion of Probable Cost Estimate
- 60% Design Report Update
- Project Corridor Roll Plot

TASK 15. FINAL DESIGN PACKAGES – SEGMENT DESIGN - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for 90% Design, and Ad-Ready Construction Packages will be reviewed and modified as construction funding is secured and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

TASK 16. CONSTRUCTABILITY ANALYSIS / MOCK BID EXERCISE – TO BE SCOPED IN A FUTURE SUPPLEMENT

This Supplemental Agreement No. 1 does not include a constructability review at the 60% Design Level.

The CONSULTANT shall provide constructability input and review of the culvert and wall construction, and proposed maintenance of traffic (MOT) plans, for the 90% Design submittal.

The Constructability Analysis and Mock Bid Exercise for the 90% Design packages will be scoped and authorized by future supplement.

Assumption(s):

- Current Project schedules to remain as assumed at beginning of contract.

Deliverable(s):

- No deliverables at 60% Design.

TASK 17. REAL ESTATE SERVICES

This Supplemental Agreement No. 1 authorizes preliminary Real Estate Services efforts for the purposes of developing a Preliminary Funding Estimate (PFE) for the CITY's use in obligating federal funding for right-of-way acquisition. A PFE is a detailed parcel-by-parcel estimate of total expected right of way acquisition costs.

The overall scope of work for Real Estate Services Design will be reviewed and modified at completion of 60% Design, once the corridor footprint is identified and property impacts can be assessed; or when funding for this task becomes available. Associated budgets for these efforts will be developed / revised and authorized by supplemental agreement(s).

17.1. Preliminary Funding Estimate – Right of Way

The CONSULTANT will manage the appraisal process for up to eighty (80) properties. As part of the appraisal process, HDR's appraiser shall complete a PFE. HDR's appraiser shall meet all requirements set forth in 49 CFR 24.103. HDR will perform the following work:

1. Prepare one (1) PFE including spreadsheet and worksheets.
2. Assemble all needed appraisal data and appraisal scope for each assigned parcel.
3. Manage delivery of appraisal services.

City Responsibilities:

- Review and approve the PFE.

Assumption(s):

- CITY shall provide all information to HDR that is required to complete the assignment.
 - It is anticipated there will be a total of one hundred sixty (160) parcel valuations impacting eighty (80) properties.
 - All valuation services will be performed by a WSDOT certified independent appraiser to WSDOT LAG manual standards.
 - Comparable sales will be researched for four land use types: commercial, SFR, multifamily, industrial.
 - The estimated delivery schedule for the PFE is 45 days following Notice to Proceed (NTP).
6. NTP for the appraiser will be the date sufficient right of way plans or exhibits are provided with title reports.

Deliverable(s):

- PFE, PFE spreadsheet, and worksheets

TASK 18. FUNDING SUPPORT - TO BE AUTHORIZED BY FUTURE SUPPLEMENT

This Supplemental Agreement No. 1 does not include additional CONSULTANT efforts to assist the CITY with obtaining potential grant funding.

TASK 19. BIDDING PHASE ASSISTANCE - TO BE SCOPED IN FUTURE SUPPLEMENT

The scope of work for Bidding Phase Services will be reviewed and modified as construction funding is secured and the schedule is identified. Associated budgets for these efforts will be developed and authorized by supplemental agreement(s).

TASK 20. PUBLIC INVOLVEMENT - TO BE SCOPED IN FUTURE SUPPLEMENT

Due to the uncertainty of project funding availability and timing of funds, the detailed scope for this Task and its associated budget will be developed and authorized by future supplemental agreement.

B
 Exhibit "~~A~~"
 Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$217,199.55	\$270,670.51	\$487,870.06
Overhead (Including Payroll Additives)	\$340,634.05	\$422,218.92	\$762,852.97
Direct Non-Salary Costs	\$376,172.18	\$225,789.00	\$601,961.18
Fixed Fee	\$65,159.85	\$81,201.14	\$146,360.99
Total	\$999,165.63	\$999,879.57	\$1,999,045.20

EXPENSES

Exhibit B

City of Marysville: 88th Street NE Corridor Improvement Project - St Ave to 67th Ave NE

H2R	Airport Parking/day	HDR Owned Vehicle Mileage/mile	Tolls	Office Supplies-Misc.	Copies/Page 8.5x11 B&W	Copies/Page 8.5x11 Color	Copies/Page 11x17 B&W	Copies/Page 11x17 Color	CD - 1st CD \$20, each add. Copy \$10	Express Mail	Total ODC	
	Travel	Travel	Travel	Office Expenses	Office Expenses	Office Expenses	Office Expenses	Office Expenses	Office Expenses	Office Expenses		
OTHER DIRECT COSTS	Each	Each	Each	Each	Each	Each	Each	Each	Each	Each		
Unit Cost	\$20.00	\$0.75	\$5.00	\$25.00	\$0.05	\$0.45	\$0.09	\$0.90	\$20.00	\$25.00		
1	Task 1 - Project Management & Administration											
	Quantity	26	1950	26	20	500	250	500	100	0	0	
	Task Total	\$520.00	\$1,462.50	\$130.00	\$500.00	\$25.00	\$112.50	\$45.00	\$90.00	\$0.00	\$0.00	\$2,885.00
2	Task 2 - Client Communications & Coordination											
	Quantity	0	1200	0	0	200	200	100	100	0	0	
	Task Total	\$0.00	\$900.00	\$0.00	\$0.00	\$10.00	\$90.00	\$9.00	\$90.00	\$0.00	\$0.00	\$1,099.00
3	Task 3 - Quality Assurance / Quality Control											
	Quantity	0	0	0	0	100	0	1500	500	0	0	
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$135.00	\$450.00	\$0.00	\$0.00	\$590.00
7	Task 7 - Watermain & Sanitary Sewer											
	Quantity	0	500	0	0	250	100	200	0	0	0	
	Task Total	\$0.00	\$375.00	\$0.00	\$0.00	\$12.50	\$45.00	\$18.00	\$0.00	\$0.00	\$0.00	\$450.50
10	Task 10 - Design Report											
	Quantity	0	0	0	0	200	100	50	50	0	0	
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	\$45.00	\$4.50	\$45.00	\$0.00	\$0.00	\$104.50
13	Task 13 - Environmental Documentation & Permitting											
	Quantity	0	1200	0	0	500	500	200	200	0	0	
	Task Total	\$0.00	\$900.00	\$0.00	\$0.00	\$25.00	\$225.00	\$18.00	\$180.00	\$0.00	\$0.00	\$1,348.00
14	Task 14 - 60% Design											
	Quantity	0	1150	0	20	1000	500	4500	500	5	5	
	Task Total	\$0.00	\$862.50	\$0.00	\$500.00	\$50.00	\$225.00	\$405.00	\$450.00	\$100.00	\$125.00	\$2,717.50
17	Task 17 - Real Estate Services											
	Quantity	0	400	0	0	700	250	100	50	0	0	
	Task Total	\$0.00	\$300.00	\$0.00	\$0.00	\$35.00	\$112.50	\$9.00	\$45.00	\$0.00	\$0.00	\$501.50
Total ODC		\$ 520.00	\$ 4,800.00	\$ 130.00	\$ 1,000.00	\$ 172.50	\$ 855.00	\$ 643.50	\$ 1,350.00	\$ 100.00	\$ 125.00	\$ 9,696.00

Exhibit B

SUBCONSULTANTS

City of Marysville: 88th Street NE Corridor Improvement Project - St Ave to 67th Ave NE


		1-Alliance Geomatics	HWA Geosciences	Tierra ROW Services	Appraisal Group of the NW	Total Subconsultants
SUBCONSULTANTS						
5	Task 5 - Survey & Mapping					
	Task Total	\$29,947.00	\$0.00	\$0.00	\$0.00	\$29,947.00
6	Task 6 - Geotechnical Engineering					
	Task Total	\$0.00	\$91,089.00	\$0.00	\$0.00	\$91,089.00
13	Task 13 - Environmental Documentation & Permitting					
	Task Total	\$0.00	\$0.00	\$15,057.00	\$0.00	\$15,057.00
17	Task 17 - Real Estate Services					
	Task Total	\$0.00	\$0.00	\$0.00	\$80,000.00	\$80,000.00
Total Subconsultants		\$ 29,947.00	\$ 91,089.00	\$ 15,057.00	\$ 80,000.00	\$ 216,093.00

Exhibit B

FEE ESTIMATE

City of Marysville: 88th Street NE Corridor Improvement Project - St Ave to 67th Ave NE




Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants	Total From Spreadsheet	Total For Proposal
1	Task 1 - Project Management & Administration	\$ 43,850.44	\$ 1,151.07	\$ 2,885.00	\$ -	\$ 47,886.51	
2	Task 2 - Client Communications & Coordination	\$ 36,349.92	\$ 954.19	\$ 1,099.00	\$ -	\$ 38,403.11	
3	Task 3 - Quality Assurance / Quality Control	\$ 24,222.74	\$ 635.85	\$ 590.00	\$ -	\$ 25,448.59	
4	Task 4 - Data Collection / Review Information	\$ 3,049.08	\$ 80.04	\$ -	\$ -	\$ 3,129.12	
5	Task 5 - Survey & Mapping	\$ 2,388.36	\$ 62.69	\$ -	\$ 29,947.00	\$ 32,398.05	
6	Task 6 - Geotechnical Engineering	\$ 5,101.74	\$ 133.92	\$ -	\$ 91,089.00	\$ 96,324.66	
7	Task 7 - Watermain & Sanitary Sewer	\$ 29,198.46	\$ 766.46	\$ 450.50	\$ -	\$ 30,415.42	
8	Task 8 - Traffic Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Task 9 - Preliminary Design	\$ -	\$ -	\$ -	\$ -	\$ -	
10	Task 10 - Design Report	\$ 28,088.52	\$ 737.32	\$ 104.50	\$ -	\$ 28,930.34	
11	Task 11 - 30% Design	\$ -	\$ -	\$ -	\$ -	\$ -	
12	Task 12 - Value Engineering Study	\$ -	\$ -	\$ -	\$ -	\$ -	
13	Task 13 - Environmental Documentation & Permittin	\$ 16,183.06	\$ 424.81	\$ 1,348.00	\$ 15,057.00	\$ 33,012.87	
14	Task 14 - 60% Design	\$ 560,898.24	\$ 14,723.58	\$ 2,717.50	\$ -	\$ 578,339.32	
15	Task 15 - Final Design Packages - Segment Design	\$ -	\$ -	\$ -	\$ -	\$ -	
16	Task 16 - Constructability Analysis & Mock Bid	\$ -	\$ -	\$ -	\$ -	\$ -	
17	Task 17 - Real Estate Services	\$ 4,959.88	\$ 130.20	\$ 501.50	\$ 80,000.00	\$ 85,591.58	
18	Task 18 - Funding Support	\$ -	\$ -	\$ -	\$ -	\$ -	
19	Task 19 Bidding Phase Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	
20	Task 20 - Public Involvement	\$ -	\$ -	\$ -	\$ -	\$ -	
						\$ 999,879.57	\$ -

Index #21

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 09, 2019

AGENDA ITEM:	
PUD Easements for Joint Utility Trench (JUT) – 1 st Street Bypass Project	
PREPARED BY:	DIRECTOR APPROVAL:
Steven Miller	
DEPARTMENT:	
Public Works (Engineering)	
ATTACHMENTS:	
Easements 1 and 2. Easement exhibits 1A and 2A. Joint Utility Trench (JUT) Layout exhibit.	
BUDGET CODE: 30500030.563000, R0901	AMOUNT: \$0
SUMMARY:	
<p>On July 9, 2018, Council approved an Interlocal Agreement with Snohomish County Public Utility District No. 1 (PUD) to design and construct a joint utility trench (JUT) to underground power and communication lines along 1st Street, in order to meet engineering standards for development of the new arterial roadway. PUD designed the trench to occupy right-of-way, beneath sidewalks along 1st Street, Alder Avenue, State Avenue, and Columbia Avenue. However, at some locations, the alignment of the JUT diverges from the right of way area to avoid conflicts with traffic control equipment, and large vaults required to access the JUT extend beyond the right of way into City owned property at several locations. Due to the necessity of PUD to operate and maintain facilities within the JUT on City owned property, easements are needed from the City to provide this access. The attached documents describe the areas and restrictions necessary to allow PUD access to operate and maintain JUT facilities on City owned property.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to execute the attached easements to allow PUD access to operate and maintain facilities within the Joint Utility Trench, along 1st Street, and State, Alder and Columbia avenues.

EASEMENT 1

EXHIBIT 1A

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Attn: Franklin Bolden
Real Estate Services
P.O. Box 1107
Everett, Washington 98206-1107

E- _____
WO#100026164 N# 10000064689

DISTRIBUTION EASEMENT

Grantor ("Owner"): The City of Marysville, a Washington municipal corporation
Grantee: Public Utility District No. 1 of Snohomish County
Short Legal Description: Ptn. NE ¼ NW ¼ Sec. 33, Twp. 30 N., Rge. 05 E., W.M.
Tax Parcel No: 00551100900300, 00551100900100, 00551100800100,
00551100700600, 00551100700100

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____ 2019, by and between The City of Marysville, a Washington municipal corporation ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District"). . The Owner, and District are sometimes referred to individually herein as "Party" and collectively as "Parties". The District is referred to as "Grantee".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

SEE EXHIBIT A, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

WHEREAS, the City and the District are installing a joint utility trench ("JUT") for the purpose of undergrounding power and communications utilities that are currently above ground in the vicinity of 1st Street between State Avenue and Alder Avenue.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, across, over, under, through and upon the following portion of Owner's Property (hereinafter "Easement Area"):

Easement Area 1:

The North 15 feet of Parcels A and B parallel and adjacent to the southern boundary of 1st St.

Easement Area 2:

The North 30 feet of the East 20 feet of Parcel B.

Easement Area 3:

The East 15 feet of Parcel C.

Easement Area 4:

The North 30 Feet of the West 15 feet of Parcel D.

Easement Area 5:

An Easement Area 10 feet in width having 5 feet of such width on each side of a centerline described as follows: The centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the Northeast portion of Parcel E.

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any building or other structures that interfere with access and proper clearance to Grantee's equipment in the Easement Area without prior approval of the Grantee.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees

and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

OWNER:

The City of Marysville, a Washington municipal corporation

By: _____

Its: _____

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and
acknowledged it as the _____ of The City of Marysville to be the free
and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 201__.

(Notary Stamp)

Signature of
Notary Public _____
Print Name: _____
Residing at: _____

My appointment expires _____

Exhibit "A"

PROPERTY LEGAL DESCRIPTION

PARCEL A

LOT 3, BLOCK 9, D.A. QUINN'S FIRST ADDITION TO MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS ON PAGE 69, RECORDS OF SNOHOMISH COUNTY.

PARCEL B

LOTS 1 AND 2, BLOCK 9, D.A. QUINN'S FIRST ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 69, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF LOT 1, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1,
THENCE NORTH 88°34'08" WEST ALONG THE NORTH LINE THEREOF FOR 39.00 FEET;
THENCE SOUTH 53°14'37" EAST FOR 32.48 FEET TO A POINT 12.50 FEET WEST OF THE EAST LINE OF SAID LOT 1 AND 18.78 FEET SOUTH OF THE NORTH LINE THEREOF;
THENCE SOUTH 01°27'15" WEST PARALLEL WITH AND 12.50 FEET WEST OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 103.00 FEET TO THE SOUTH LINE THEREOF;
THENCE SOUTH 88°34'08" EAST FOR 12.50 FEET TO THE SOUTHEAST CORNER OF LOT 1;
THENCE NORTH 01°27'15" EAST FOR 120.00 FEET TO THE POINT OF BEGINNING.**

PARCEL C

LOT 1 AND THE EAST 10 FEET OF LOT 2, BLOCK 8, D.A. QUINN'S FIRST ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 69, RECORDS OF SNOHOMISH COUNTY WASHINGTON.

PARCEL D

LOTS 6 AND 7, BLOCK 7, D.A. QUINN'S FIRST ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 69, AND CORRECTION OF D.A. QUINN'S FIRST ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL E

LOT 1 AND THE EAST 10 FEET OF LOT 2, BLOCK 7, D.A. QUINN'S FIRST ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 69, AND CORRECTION OF D.A. QUINN'S FIRST ADDITION TO MARYSVILLE ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EASEMENT 2

EXHIBIT 2A

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Attn: Franklin Bolden
Real Estate Services
P.O. Box 1107
Everett, Washington 98206-1107

E-_____
WO#100026164 N# 10000064689

DISTRIBUTION EASEMENT

Grantor ("Owner"): The City of Marysville, a Washington municipal corporation
Grantee: Public Utility District No. 1 of Snohomish County
Short Legal Description: Ptn. NE ¼ NW ¼ Sec. 33, Twp. 30 N., Rge. 05 E., W.M.
Tax Parcel No: 30053300200100

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____ 2019, by and between The City of Marysville, a Washington municipal corporation ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District"). . The Owner, and District are sometimes referred to individually herein as "Party" and collectively as "Parties". The District is referred to as "Grantee".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

SEE EXHIBIT A, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

WHEREAS, the City and the District are installing a joint utility trench ("JUT") for the purpose of undergrounding power and communications utilities that are currently above ground in the vicinity of 1st Street between State Avenue and Alder Avenue.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, across, over, under, through and upon the following portion of Owner's Property (hereinafter "Easement Area"):

An Easement Area in the northern portion of the Property being 10 feet in width having 5 feet of such width on each side of a centerline described as follows: The centerline of the electrical facilities as now constructed, to be constructed, extended or relocated lying within the above described property. The exterior boundaries of said easement being widened accordingly to provide Grantee 8 feet of easement area adjoining all sides of Grantee's ground mounted transformers, switch cabinets, and/or vaults.

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any building or other structures that interfere with access and proper clearance to Grantee's equipment in the Easement Area without prior approval of the Grantee.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents and warrants having the lawful right and power

to sell and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

OWNER(S):

The City of Marysville, a Washington municipal corporation

By: _____

Its: _____

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and
acknowledged it as the _____ of The City of Marysville to be the free
and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 201__.

(Seal or Stamp)

Signature of
Notary Public _____
Print Name: _____
Residing at: _____

My appointment expires _____

Exhibit "A"

PROPERTY LEGAL DESCRIPTION

Parcel A:

A portion of Section 33, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

The West 150 feet of the North 100 feet of the following described tract:

Beginning at the Southwest corner of Block 8, D.A. Quinn's First Addition to Marysville, according to the Plat thereof recorded in Volume 1 of Plats, Page 69, records of Snohomish County, Washington;
 thence East 410 feet;
 thence South 212.5 feet;
 thence West to the East line of State Road No. 1;
 thence Northerly along the East line of said road to the Point of Beginning;

Except that portion conveyed to the State of Washington by deed recorded under Auditor's File No. 200906290096; and

Except all that portion of the Northeast quarter of the Northwest quarter of Section 33, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

The South 20 feet of the East 15 feet of the West 150 feet of the North 100 feet of the following described tract:

Beginning at the Southwest corner of Block 8, D.A. Quinn's First Addition to Marysville;
 thence East 410 feet;
 thence South 212.5 feet;
 thence West to the East line of State Road No. 1;
 thence Northerly along the East line of said road to the point of beginning.

Situate in the County of Snohomish, State of Washington.

Parcel B:

All that portion of the Northeast quarter of the Northwest quarter of Section 33, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of Block 7, D.A. Quinn's First Addition to Marysville according to the Plat thereof recorded in Volume 1 of Plats, Page 69, records of Snohomish County, Washington;
 thence South along the Southerly extension of the East margin of Columbia Avenue a distance of 60 feet;
 thence Southwesterly to a point 80 feet South of the South line of Block 8, D.A. Quinn's First Addition, and 275 feet West of the East right of way of said Columbia Avenue;
 thence North 80 feet parallel to said East right of way, to the South line of said Block 8;
 thence East along the South line of said Block 8 to the Point of Beginning, less the following described tract:

Beginning at the Southwest corner of Block 7, D.A. Quinn's First Addition to Marysville;
 thence South 80 feet;
 thence Northwesterly to a point 75 feet West of the Point of Beginning; thence East 75 feet to the Point of Beginning.

Situate in the County of Snohomish, State of Washington.

Parcel C:

Beginning at the Southwest corner of Block 7, D.A. Quinn's First Addition to Marysville according to the Plat thereof recorded in Volume 1 of Plats, Page 69, records of Snohomish County, Washington;
 thence South 80 feet;
 thence Northwesterly to a point 75 feet West of the Point of Beginning;
 thence East 75 feet to Point of Beginning.

Situate in the County of Snohomish, State of Washington.

Parcel D:

Beginning at the Southwest corner of Block 7, D.A. Quinn's First Addition to Marysville according to the Plat thereof recorded in Volume 1 of Plats, Page 69, records of Snohomish County, Washington;
 thence East 40 feet;
 thence South 1142 feet more or less to the North line of tract previously sold to the Town of Marysville by contract, dated July 4, 1958, and filed August 5, 1958, in Volume 654 of Deeds, Page 227, records of Snohomish County, Washington;
 thence West 40 feet;
 thence North to the Point of Beginning.

Situate in the County of Snohomish, State of Washington.

Parcel E:

The North 60 feet of the following described property:

A portion of the Northeast quarter of Northwest quarter of Section 33, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of Lot 7, Block 7, D.A. Quinn's First Addition to the Town of Marysville according to the Plat thereof recorded in Volume 1 of Plats, Page 69, records of Snohomish County, Washington;
 thence South 660 feet, more or less, to the South corner of said Northeast quarter of Northwest quarter;
 thence East 481.4 feet to the Southeast corner of said Northeast quarter of Northwest quarter;
 thence North along East line of said Northeast quarter of Northwest quarter to the South line of said Block 7 extending East;
 thence West along said South line to the Point of Beginning,
 except the West 40 feet conveyed to the City of Marysville.

Situate in the County of Snohomish, State of Washington.

Parcel F:

A portion of Northeast quarter of the Northwest quarter of Section 33, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of Lot 7, Block 7, D.A. Quinn's First Addition to the Town of Marysville according to the Plat thereof recorded in Volume 1 of Plats, Page 69, records of Snohomish County, Washington;
 thence South 60 feet;
 thence East 40 feet to the Point of Beginning;
 thence continuing East 220 feet;
 thence South 198 feet;
 thence West 220 feet;
 thence North to Point of Beginning.

Situate in the County of Snohomish, State of Washington.

Parcel G:

A portion of Northeast quarter of the Northwest quarter of Section 33, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of Lot 7, Block 7, D.A. Quinn's First Addition to the Town of Marysville, according to the Plat thereof recorded in Volume 6 of Plats, page 19, records of Snohomish County, Washington;

thence South 660 feet, more or less, to South line of said Northeast quarter of the Northwest quarter; thence East 481.4 to the Southeast corner of said Northeast quarter of the Northwest quarter;
 thence North along East line of said Northeast quarter of the Northwest quarter to the South line of Said Block 7, extended East;
 thence West along said South line to point of beginning;

except the West 40 feet conveyed to the City of Marysville;
 except the North 60 feet conveyed to the City of Marysville;
 except the following described tract:

Beginning at the Southwest corner of Lot 7, Block 7, D.A. Quinn's First Addition to Marysville, according to the Plat thereof recorded in Volume 6 of Plats, page 19, records of Snohomish County, Washington;
 thence South 60 feet;
 thence East 40 feet to the true point of beginning;
 thence continue East 220 feet;
 thence South 198 feet;
 thence West 220 feet;
 thence North to the Point of Beginning.

Situate in the County of Snohomish, State of Washington.

Parcel H:

The North 60 feet of the East 441.40 feet of the North 481.90 feet of Government Lot 2, Section 33, Township 30 North, Range 5 East of the Willamette Meridian.

Situate in the County of Snohomish, State of Washington.

Parcel I:

The East 441.40 feet of the North 481.90 feet of Government Lot 2, Section 33, Township 30 North, Range 5 East of the Willamette Meridian, records of Snohomish County, Washington;
 Except the North 60 feet thereof.

Situate in the County of Snohomish, State of Washington.

Parcel J:

Beginning on the North line of Government Lot 2, Section 33, Township 30 North, Range 5 East of the Willamette Meridian 481.4 feet west of the Northeast corner of said Government Lot 2;
 thence west along said North line 28.6 feet;
 thence South 17°30' West 257 feet;
 thence South 35°30' West to the Waters of Ebey Slough;
 thence Southerly along Ebey Slough to the South boundary of said Government Lot 2;
 thence East to the Southeast corner of said Lot 2;
 thence North along the East line of said lot to a point 481.9 feet South of the Northeast corner;
 thence West, parallel to the North line 481.4 feet;
 thence North 481.9 feet to the Point of Beginning.

Except all that portion of the Northeast quarter of the Northwest quarter of Section 33, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

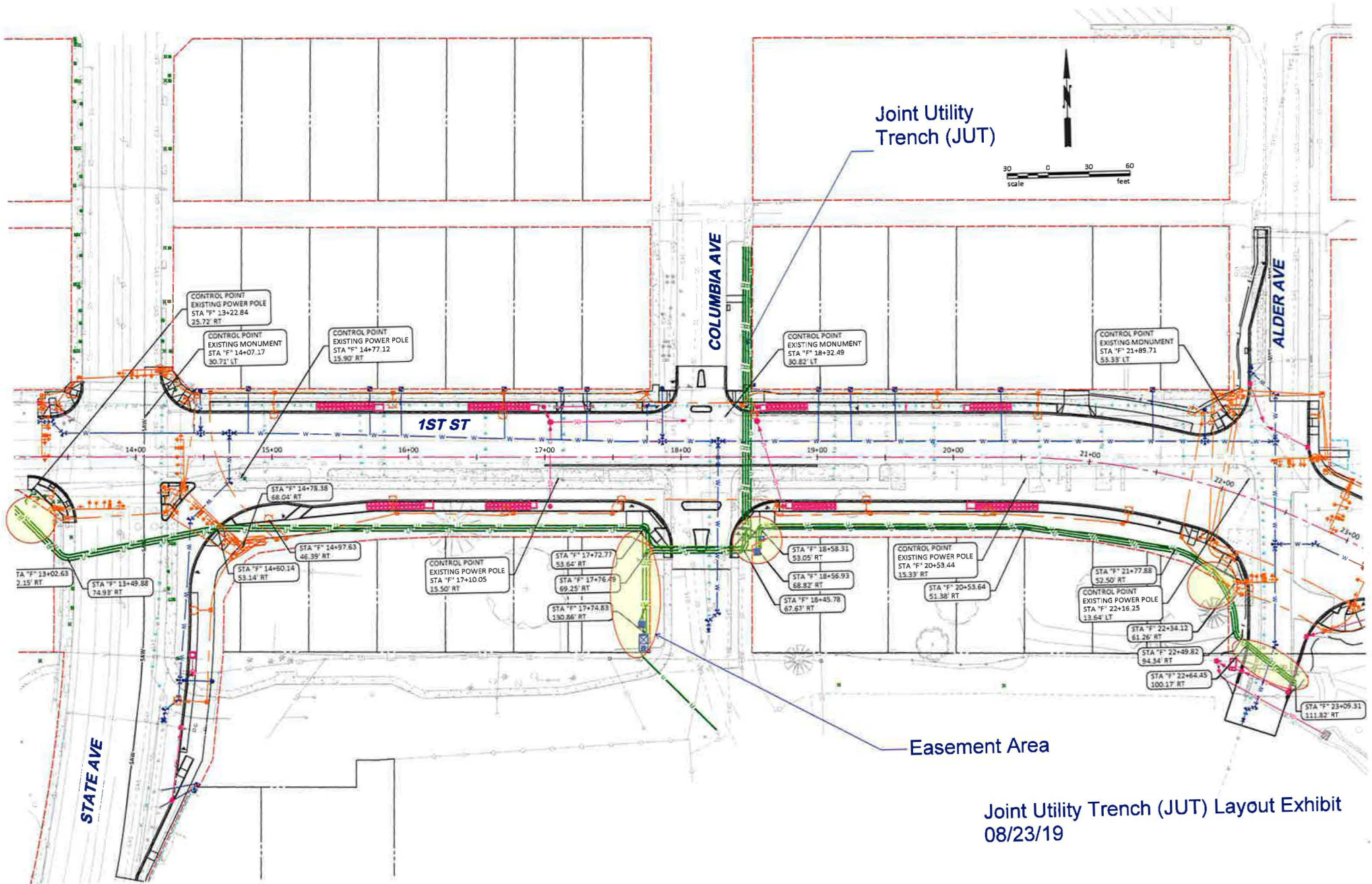
Commencing at the Southwest corner, Block 7, D.A. Quinn's First Addition to Marysville;
 thence S 00°00'48" East along the Southerly extension of the East right of way of Columbia Street, a distance of 660 feet to the true point of beginning, said point being 25.78 feet South of the North line of Government Lot 2;
 thence S 89°59'12" West a distance of 28.60 feet;

thence S 17°29'12" West a distance of 257.00 feet;
thence S 35°29'12" West a distance of 196.10 feet to Ebey's Slough;
thence Southerly along Ebey's Slough to a point which bears S 32°00'48" East a distance of 226.46 feet from aforesaid point;
thence N 50°46'47" East a distance of 100.58 feet;
thence N 2° 19'47" East a distance of 533.66 feet to the Point of Beginning.

Also, all that land, if any, lying between the above described tract and Parcels A, B, and C, recorded under Auditor's File No. 1735056, records of Snohomish County, Washington.

Also, any land lying adjacent to the above described tracts between the line of high water and the Government meander line, if any.

Situate in the County of Snohomish, State of Washington.



Joint Utility Trench (JUT)



COLUMBIA AVE

ALDER AVE

1ST ST

STATE AVE

Easement Area

Joint Utility Trench (JUT) Layout Exhibit 08/23/19

Index #22

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: Sept 9, 2019

AGENDA ITEM:	
Temporary Construction Easement – Storm Drainage	
PREPARED BY:	DIRECTOR APPROVAL:
Deryl Taylor, Dev Services Tech	<i>Douglas J. Thomas</i>
DEPARTMENT:	<i>do - Jeff Thomas</i>
Community Development	
ATTACHMENTS:	
Easement Document	
BUDGET CODE:	AMOUNT:
N/A	\$0.00
SUMMARY:	

This temporary construction easement is for the purpose of constructing a storm outfall for the Plat of Deer Hill (TPN 300526-003-029-00) in Tract A, owned by the City of Marysville, in the Plat of Crystal Heights (TPN 007903-000-999-00).

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the easement.

AFTER RECORDING MAIL TO:

City of Marysville
 Legal Department
 1049 State Avenue
 Marysville, WA 98270

TEMPORARY CONSTRUCTION EASEMENT

Grantor: City of Marysville
 Grantee: Deer Hill Marysville LLC
 Abbreviated Legal: Ptn of TR A, CRYSTAL HGTS, NE ¼, NW ¼, S 35, T 30N, R5E, WM
 Additional Legal on page: 4 (Exhibit A)
 Assessor's Tax Parcel No(s): Ptn of 00790300099900

In the matter of:

KNOW ALL MEN BY THESE PRESENT, that the Grantor, the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, for and in consideration of the mutual benefits to the parties, do hereby grant to the Grantee, DEER HILL MARYSVILLE LLC, a Washington limited liability company, and its employees, contractors, agents, permittees and licensees, the right, permit, license and easement to use and occupy the hereinafter described lands, together with rights of ingress and egress, for the purposes of constructing Storm Drainage Outfall Facilities on adjacent real property until the completion of the construction of the above referenced project, and for any and all other purposes incidental to the construction of said project over, under, through, across, in and upon the hereinafter described lands in the County of Snohomish County, State of Washington.

As described in **EXHIBIT B** attached hereto and incorporated herein by this reference.

It is further understood and agreed that the Grantee shall defend, indemnify, and save the Grantor harmless from any and all claims and causes of action of every kind and description which may accrue to, or be suffered by any person, persons or property by reason of, arising out of, or resulting from the use and occupancy of said lands by the Grantee, its successors and assigns, except to the extent such claims or causes of action arise out of or result from the actions or negligence of the City, its employees or agents.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of Grantee's immunity under industrial insurance, Title 51 RCW, as respects the Grantor only, and only to the extent necessary to provide the Grantor with a full and complete indemnity of claims made by Grantee's employees. This waiver has been mutually negotiated by the parties hereto.

This easement, and all rights granted hereunder, shall terminate automatically and without notice upon completion of the construction of said project.

It is understood and agreed that upon completion of construction of said project, the DEER HILL MARYSVILLE LLC or its agents shall restore the easement area as near as reasonably possible to its condition prior to construction.

The covenants herein shall run with the land and shall be binding on the grantors, their heirs, successors and assigns for the term of this agreement.

DATED this 7th day of August, 2019.

CITY OF MARYSVILLE

DEER HILL MARYSVILLE LLC

By: _____

By: [Signature]

Name: Jon Nehring

Name: Barry Margoese

Title: Mayor

Title: MANAGER

Date: _____

Date: Aug 7/2019

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

NOTARY PUBLIC in and for the State of _____
Residing at (city): _____
My commission expires: _____

STATE OF Washington)
)ss.
COUNTY OF Kitsap)

I certify that I know or have satisfactory evidence that Barry Margolese is the person who appeared before me, to me known to be the mgr of the DEER HILL MARYSVILLE, LLC, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 7th day of August, 2019



(Notary Signature)

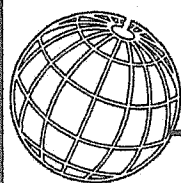
Carolyn C Coffenbaker
(Print Name)

NOTARY PUBLIC in and for the State of Wash
Residing at (city): Seabeck
My commission expires: 1/30/22

EXHIBIT A

TRACT A, CRYSTAL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 51 OF PLATS, PAGES 142-143, UNDER RECORDING NUMBER 9010115003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

NE 1/4, Nw1/4, SEC. 35, TWP. 30N., RGE. 5E., W.M.
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON



Axis
Survey & Mapping

15241 NE 90TH ST
REDMOND, WA 98052
TEL. 425.823-5700
FAX 425.823-6700

www.axismap.com

JOB NO.
18-138

DATE
7/9/19

DRAWN BY
ERM

CHECKED BY
ZLN

SCALE
NTS

SHEET
1 OF 3

EXHIBIT B

A 15.00 FOOT WIDE STRIP OF LAND OVER THAT PORTION OF TRACT A, CRYSTAL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 51 OF PLATS, PAGES 142-143, UNDER RECORDING NUMBER 9010115003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON AS DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 'A', THENCE SOUTH 84°14'58" WEST, A DISTANCE OF 119.34 FEET;

THENCE NORTH 05°45'02" WEST, A DISTANCE OF 7.70 FEET TO THE NORTH LINE OF SAID TRACT 'A';

THENCE SOUTH 87°56'35" WEST ALONG SAID NORTH LINE A DISTANCE OF 15.03 FEET;

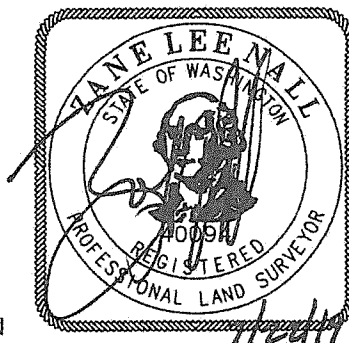
THENCE SOUTH 05°45'02" EAST, A DISTANCE OF 46.17 FEET;

THENCE NORTH 84°14'58" EAST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 05°45'02" WEST, A DISTANCE OF 22.50 FEET;

THENCE NORTH 84°14'58" EAST. A DISTANCE OF 118.37 FEET TO THE EASTERLY LINE OF SAID TRACT A;

THENCE NORTH 02°04'24" WEST ALONG SAID EASTERLY LINE, 15.03 FEET TO THE POINT OF BEGINNING.



NE 1/4, NW 1/4, SEC. 35, TWP. 30N., RGE. 5E., W.M.
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON

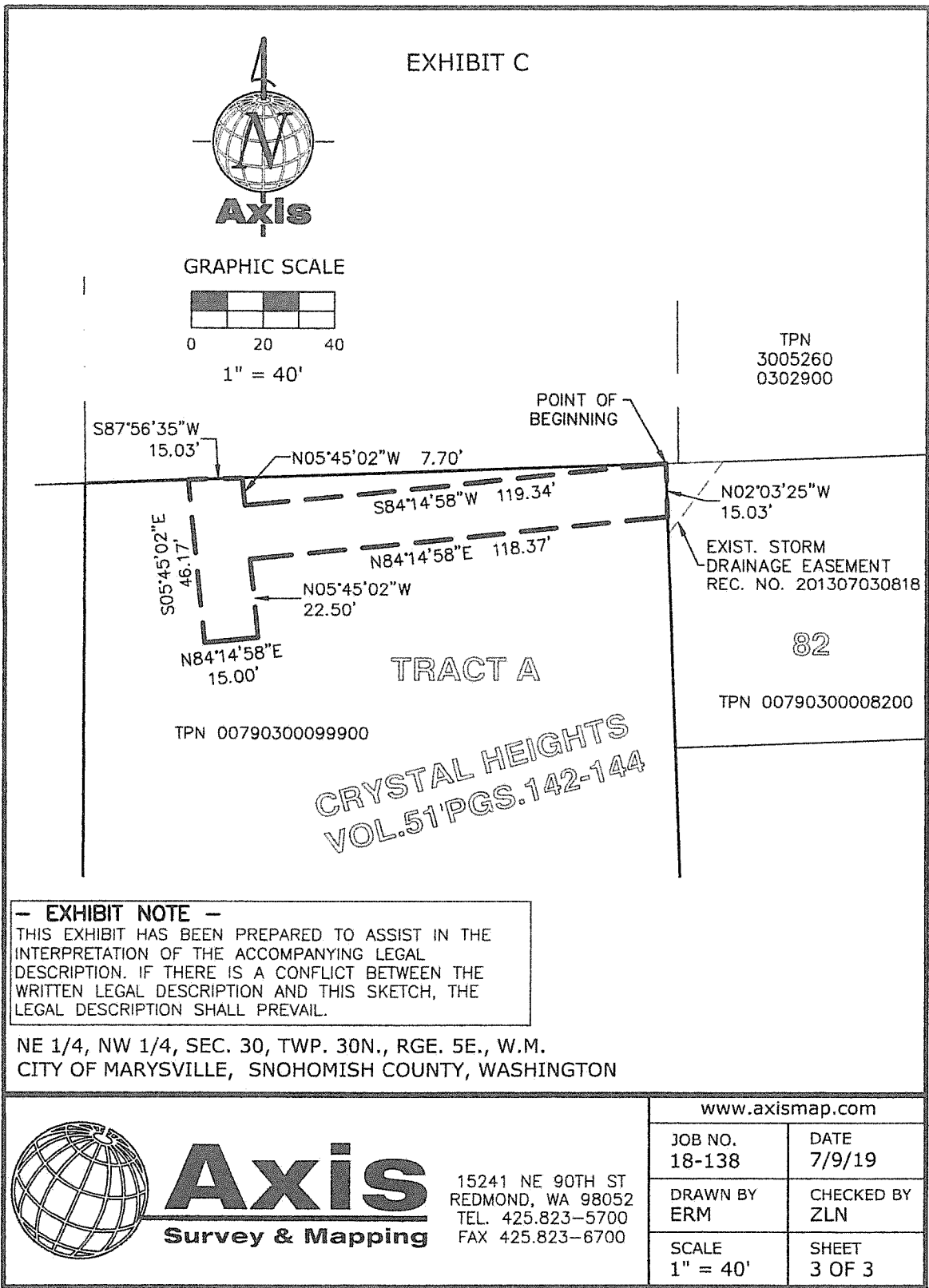


Axis
Survey & Mapping

15241 NE 90TH ST
REDMOND, WA 98052
TEL. 425.823-5700
FAX 425.823-6700

www.axismap.com

JOB NO. 18-138	DATE 7/9/19
DRAWN BY ERM	CHECKED BY ZLN
SCALE NTS	SHEET 2 OF 3



Index #23

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 09/09/19

AGENDA ITEM:	
Intergovernmental Agreement for EMAC and PNEMA assistance between Washington Military Department and the City of Marysville	
PREPARED BY:	DIRECTOR APPROVAL:
Diana Rose	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Intergovernmental Agreement	
BUDGET CODE:	AMOUNT:
	\$0.00
SUMMARY: This agreement will allow the city to be reimbursed by the Washington State Military Department for authorized costs incurred as a result of authorized resource deployment	

RECOMMENDED ACTION:

Approve the Mayor to sign the contract and associated documents

INTERGOVERNMENTAL AGREEMENT FOR EMAC AND PNEMA ASSISTANCE BETWEEN

Washington Military Department
Bldg #20, M.S.TA-20
Camp Murray, Washington 98430-5122

AND City of Marysville
1049 State Avenue
Marysville, WA 98270

FAX: 253.512.7203

PHONE:360.363.8096 FAX:360.651.5033

Contact Person: Mark Douglas
Email: mark.douglas@mil.wa.gov
Phone: 253.512.7097

Contact Person: Diana Rose
Email: drose@marysvillewa.gov

Contact Person: Blake Bowen
Email: Blake.Bowen@mil.wa.gov
Phone: 253.512.7058

UBI:314-000-001

Start Date: Upon Signature

End Date: July 31, 2024

1. INTRODUCTION:

This Intergovernmental Agreement (Agreement), pursuant to Ch. 38.10 RCW (Emergency Management Assistance Compact (EMAC)), ch. 39.34 RCW (Interlocal Cooperation Act), ch. 38.52 RCW (Emergency Management Act), and the Pacific Northwest Emergency Management Arrangement (PNEMA), is made and entered into by and between the Washington State Military Department through its Emergency Management Division (EMD), and the local jurisdiction within the State of Washington identified above, hereinafter referred to as "Jurisdiction". EMD, through these authorities, coordinates interstate mutual aid according to the model presented in the National Strategy for Homeland Security. EMAC, Chapter 38.10 RCW, and Public Law 104-321, authorize and direct the deployment of certain necessary mutual aid between the EMAC participants, who are currently all fifty states, Puerto Rico, Guam, the U.S. Virgin Islands, and the District of Columbia. PNEMA and Public Law 105-381 authorize and direct the deployment of certain necessary mutual aid between the PNEMA participants, who are currently the States of Alaska, Idaho, Oregon, and Washington, the Canadian Province of British Columbia, and the Yukon Territory. This Agreement provides for the use of authorized resources (including employees and equipment) of the Jurisdiction in responding to requests for EMAC or PNEMA assistance from a participating party in which EMD has identified authorized resources of the Jurisdiction that are qualified and immediately available to deploy and perform the requested EMAC or PNEMA assistance in a requesting participating party.

2. SCOPE:

Pursuant to this Agreement, the authorized resources of the Jurisdiction will be deployed to provide EMAC or PNEMA assistance. When the deployed authorized resources of the Jurisdiction are employees of the Jurisdiction, those Jurisdiction employees will be treated as state employees for purposes of EMAC or PNEMA deployment only and will be entitled to the rights and benefits under EMAC or PNEMA available to state officers and employees, but not for any other purpose. The Jurisdiction will be reimbursed for authorized costs incurred as a result of authorized resource deployment as provided in this Agreement.

3. Authorization and Deployment of Resources

- a. This Agreement is not an authorization to deploy. EMAC and PNEMA deployment of the Jurisdiction's resources under this Agreement shall only be authorized as provided in a completed amendment to this Agreement in the form of "Attachment A" that has been mutually executed by the parties. The Jurisdiction shall not deploy any resources under this Agreement except in compliance with such authorization. No reimbursement will be provided for resources deployed inconsistent with such authorization.

- b. Jurisdiction resources authorized for deployment under this Agreement (the “authorized resources”) are only those listed on mutually executed amendments in the form attached hereto as “Attachment A” that references this Agreement by number and includes the authorized charge code, EMAC or PNEMA mission number and disaster name, identification of the authorized resource (employee/equipment), description of the anticipated EMAC or PNEMA duties, maximum reimbursement, estimated duration of deployment, reporting location, point of contact at the destination, and completed verification of credentials.

4. Financial Management and Reimbursement

- a. The Military Department will reimburse the Jurisdiction for the expenses of authorized resources deployed under this Agreement up to the maximum amount provided for herein to the extent supported by proper documentation establishing the expenses were actually incurred pursuant to authorized deployment under the Agreement. No reimbursement will be provided for resources deployed inconsistent with the authorization contained in a completed amendment to this Agreement in the form attached hereto as “Attachment A” that has been mutually executed by the parties.
- b. The authorized resource expenses that may be reimbursed are only those contained in a completed amendment to this Agreement in the form attached hereto as “Attachment A” that has been mutually executed by the parties, and include employee salary, benefits, overtime, air and land travel expenses, lodging, and per diem; and equipment use and operation costs. Unless this Agreement is amended by Attachment A to provide otherwise, lodging and per diem shall only be reimbursed in accordance with the Federal General Services Administration (GSA) rates for the applicable deployment location existing at the time of deployment under this Agreement, which are located at <http://www.gsa.gov/portal/category/21287>.
- c. The maximum amount of reimbursement for Fire District and Fire Department authorized resources shall be based on the State Fire Chiefs Rate Schedule in effect at the time of deployment, which is incorporated herein by reference. For all other Jurisdictions, the maximum amount of reimbursement for authorized employee expenses under this Agreement shall be the lesser of (1) the maximum amount identified in the mutually executed Attachment A to this Agreement and amendments thereto, or (2) the amount that the employee would have received in the absence of this Agreement. In no case will reimbursement for authorized resources of any Jurisdiction (including Fire Districts and Fire Departments) exceed the maximum estimated total resource cost identified in the mutually executed Attachment A or a subsequent mutually executed written amendment thereto in the same form.
- d. The Jurisdiction shall maintain books, records, documents, receipts and other evidence which sufficiently and properly support and reflect all costs and expenditures authorized by this Agreement. These records shall be subject to inspection, review or audit during normal business hours by authorized Department personnel or its designee(s), the Office of the State Auditor, and federal officials so authorized by law. Such books, records, documents, receipts and other material relevant to this Agreement shall be retained for six (6) years after expiration.
- e. The Jurisdiction will submit a final state invoice voucher identifying this Agreement and the appropriate charge code to the Military Department within 45 days after return by the deployed authorized resource, and must include documentation and receipts supporting all claimed reimbursement. The Jurisdiction agrees to immediately comply with any request by EMD for additional supporting documentation or receipts.

5. Resource Management

- a. The Jurisdiction agrees that it will only deploy employees as authorized resources under this Agreement who are fully qualified and capable of performing the duties described in the completed and mutually executed Attachment A and under the conditions described therein. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement are determined by the EMAC or PNEMA requesting participant, in its sole discretion, to not meet this requirement, those employees may in the sole discretion of the EMAC or PNEMA requesting

participant be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the employee(s) will not be reimbursed under this Agreement. Such qualifications and capabilities shall include, but not be limited to, the following:

- 1) Has completed training for ICS 100, 700 and 800;
- 2) Has received training customary or required for the position for which they are being deployed;
- 3) Currently possesses all certifications and licenses required in the state of Washington to perform the duties for which they are being deployed;
- 4) Has past experience operating in the position for which they are being deployed; and
- 5) Has the ability to fully and effectively perform all duties of the position for which they are being deployed.

The Jurisdiction agrees to maintain documentation of its authorized employee's qualifications and capabilities, and sign a completed Verification of Credentialing form as provided in Attachment A as part of any amendment authorizing resource deployment under this Agreement.

- b. The Jurisdiction agrees that if any of its employees deployed as an authorized resource under this Agreement exhibit behavior, conduct or other condition that, in the sole discretion of the EMAC or PNEMA requesting participant, interferes with the employee's ability to perform the duties for which they are deployed, that employee may, in the sole discretion of the EMAC or PNEMA requesting participant, be returned to the Jurisdiction from which they deployed at the sole cost and expense of the Jurisdiction, and such cost and expense will not be reimbursed under this Agreement.
- c. The Jurisdiction agrees that it will only deploy equipment as an authorized resource under this Agreement that is in good working order and condition when deployed. Any such equipment determined by the EMAC or PNEMA requesting participant in its sole discretion not to have been in good working order or condition at the time of deployment may, in the EMAC or PNEMA requesting participant's sole discretion, be returned to the Jurisdiction from which it was deployed at the sole cost and expense of the Jurisdiction, and the cost and expense of deploying and returning the equipment will not be reimbursed under this Agreement.
- d. The Jurisdiction agrees that its employees deployed under this Agreement will be required by the Jurisdiction to conduct themselves in a professional and ethical manner throughout the period of deployment, consistent with all laws, regulations and policies applicable to the Jurisdiction and its employees.
- e. Hold Harmless. To the extent allowed by law, each party shall defend, protect and hold harmless the other party from and against any claims, suits, and/or actions arising from any negligent act or omission of that party's employees, agents and or authorized representatives while performing under this Agreement.

6. Alterations And Amendments

This Agreement and any of its Attachments may only be altered or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. All other terms and conditions of this Agreement shall remain in full force and effect and binding upon the parties.

7. Termination

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Department:

For the Jurisdiction:

BY: _____

Regan Anne Hesse Date
Chief Financial Officer
Washington Military Department

BY: _____

Jon Nehring Date
Mayor
City of Marysville

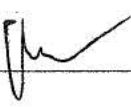
BOILERPLATE APPROVED AS TO FORM:

Brian Buchholz 7/10/2018
Assistant Attorney General

Index #24

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

CITY COUNCIL MEETING DATE: September 9, 2019

AGENDA ITEM:	
Recovery Contract for Utility Construction Costs - Sewer	
PREPARED BY:	DIRECTOR APPROVAL: 
Deryl Taylor, Dev Services Tech	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
Contract, Cover Sheet, Preliminary Determination, Vicinity Map, Parcel Map	
BUDGET CODE:	AMOUNT:
4010	\$19,991.58
SUMMARY:	

This Recovery Contract establishes a fair fee for latecomers benefiting from an 8" sewer main for the Plat of Karter's Ridge located on 43rd Pl NE west of Sunnyside Blvd.

The recoverable amount of this contract is \$19,991.58

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the contract.</p>

COVER SHEET

Return Address:

CITY OF MARYSVILLE
 1049 STATE AVENUE
 MARYSVILLE, WA 98270

(Please print or type information)

Document Title(s): (or transactions contained therein) **Karter's Ridge
 Recovery Contract for Utility Construction Costs - Sewer**

Grantor(s): (Last name first, then first name and initials)
Jaynes, Jesse

Grantee(s): (Last name first, then first name and initials)
CITY OF MARYSVILLE

Legal description: (abbreviated - i.e., lot, block, plat or section,
 township, range, qtr./qtr.) 4224 Sunnyside Blvd

**Portions of the NW Qtr of the NE Qtr of Sec 03, T29N, R5E, W.M.,
 Snohomish County, WA.**

Reference Number(s) of Documents assigned or released: N/A

Assessor's Property Tax Parcel/Account Number:

290503-001-018-00 & 290503-001-072-00

The Auditor/Recorder will rely on the information provided on the form.
 The staff will not read the document to verify the accuracy or
 completeness of the indexing information provided herein.

After Recording Return to:

CITY OF MARYSVILLE
1049 STATE AVENUE
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS
CONTRACT NO. _____**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name
Jesse Jaynes

Address
**6804 Bayview Dr NW
Marysville, WA 98271**

hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer has constructed and installed a sewer (water or sewer) system, including a(n) 8-inch line and appurtenances situated as follows:

Approximately 621 LF of 8" PVC sewer main located in 43rd Pl NE west of Sunnyside Blvd to serve the Plat of Karter's Ridge (Parcel Nos. 290503-001-018-00 & 290503-001-072-00).

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with record drawings of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$46,647.00, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

One property located adjacent to and south of Karter's Ridge, Parcel No. 290503-001-021-00.

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$19,991.58.

5. For a period not to exceed twenty (20) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the total number of dwelling units to be served, which is known as the "dwelling unit charge". This, however, does not include any other capital improvement charges levied by the City. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be \$3,331.94 per dwelling unit of benefiting properties.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said twenty-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the twenty-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

13. Every two years from the date this contract is executed, the Developer must provide the City with information regarding Developer's current contract name, address, and telephone number. If the Developer fails to comply with the notification requirements of this paragraph within sixty days of the specified time, then the City may collect any reimbursement funds owed to the Developer under the contract. Such funds must be deposited in the City's capital fund.

ATTEST:

THE CITY OF MARYSVILLE:

By: _____
CITY CLERK

By: _____
MAYOR

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

DEVELOPER:

[Handwritten Signature]

Jesse Jaynes, Owner

For Mayor:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20__.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

For Individual:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

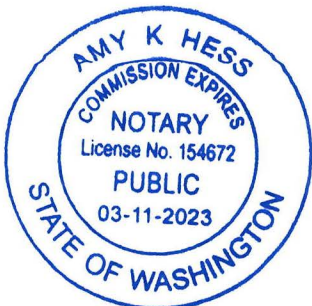
I certify that I know or have satisfactory evidence that Jesse Jaynes is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument and acknowledged it to be HIS/HER free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 17th day of July, 2019.

[Handwritten Signature]

Amy Hess


(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at 80 Columbia
My commission expires 3/11/2023



Index #25

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

CITY COUNCIL MEETING DATE: September 9, 2019

AGENDA ITEM:	
Recovery Contract for Utility Construction Costs - Water	
PREPARED BY:	DIRECTOR APPROVAL:
Deryl Taylor, Dev Services Tech	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
Contract, Cover Sheet, Preliminary Determination, Vicinity Map, Parcel Map	
BUDGET CODE:	AMOUNT:
4010	\$14,339.68
SUMMARY:	

This Recovery Contract establishes a fair fee for latecomers benefiting from an 8" water main for the Plat of Karter's Ridge located on 43rd Pl NE west of Sunnyside Blvd.

The recoverable amount of this contract is \$14,339.68.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the contract.</p>

COVER SHEET

Return Address: CITY OF MARYSVILLE 1049 STATE AVENUE MARYSVILLE, WA 98270
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(Please print or type information)

Document Title(s): (or transactions contained therein) Karter's Ridge Recovery Contract for Utility Construction Costs - Water
Grantor(s): (Last name first, then first name and initials) Jaynes, Jesse
Grantee(s): (Last name first, then first name and initials) CITY OF MARYSVILLE
Legal description: (abbreviated - i.e., lot, block, plat or section, township, range, qtr./qtr.) 4224 Sunnyside Blvd Portions of the NW Qtr of the NE Qtr of Sec 03, T29N, R5E, W.M., Snohomish County, WA.
Reference Number(s) of Documents assigned or released: N/A
Assessor's Property Tax Parcel/Account Number: 290503-001-018-00 & 290503-001-072-00
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

After Recording Return to:

CITY OF MARYSVILLE
 1049 STATE AVENUE
 MARYSVILLE, WA 98270

**CITY OF MARYSVILLE
 CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS
 CONTRACT NO. _____**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

Name
Jesse Jaynes

Address
**6804 Bayview Dr NW
 Marysville, WA 98271**

hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer has constructed and installed a water (water or sewer) system, including a(n) 8-inch line and appurtenances situated as follows:

Approximately 708LF of 8" DI water main located in 43rd Pl NE west of Sunnyside Blvd to serve the Plat of Karter's Ridge (Parcel Nos. 290503-001-018-00 & 290503-001-072-00).

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with record drawings of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were **\$66,731.08**, which have been paid in full by the Developer.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

One property located adjacent to and south of Karter's Ridge, Parcel No. 290503-001-021-00.

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is **\$14,339.68**.

5. For a period not to exceed twenty (20) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the total number of dwelling units to be served, which is known as the "dwelling unit charge". This, however, does not include any other capital improvement charges levied by the City. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be \$3,584.92 per dwelling unit of benefiting properties.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said twenty-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the twenty-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

13. Every two years from the date this contract is executed, the Developer must provide the City with information regarding Developer's current contract name, address, and telephone number. If the Developer fails to comply with the notification requirements of this paragraph within sixty days of the specified time, then the City may collect any reimbursement funds owed to the Developer under the contract. Such funds must be deposited in the City's capital fund.

ATTEST:

THE CITY OF MARYSVILLE:

By: _____
CITY CLERK

By: _____
MAYOR

APPROVED AS TO FORM:

DEVELOPER:

By: _____
CITY ATTORNEY

[Handwritten Signature]

Jesse Jaynes, Owner

For Mayor:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JON NEHRING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20__.

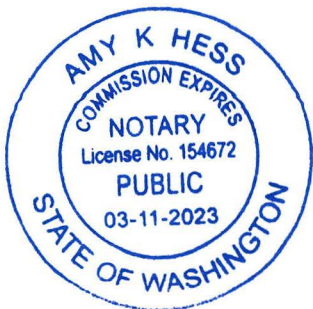
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

For Individual:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Jesse Jaynes is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument and acknowledged it to be HIS/HER free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 17th day of July, 2019.



[Handwritten Signature]

Amy Hess
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at 80 Columbia
My commission expires 3/11/2023

Index #26

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE
PROCLAIMING OCTOBER 2019 AS UNITY AND WELLNESS MONTH

- WHEREAS, the City of Marysville intends to join with the Marysville School District and the Tulalip Tribes to promote the awareness of sound mental health and raise awareness around the prevention of domestic violence, substance abuse, bullying and suicide; and
- WHEREAS, mental wellness is an essential element of individual health and is necessary to sustain an individual's thought processes, relationships, productivity and ability to adapt to change or face adversity; and
- WHEREAS, approximately one-half of chronic mental illness begins by age 14 and three-quarters by age 24; and
- WHEREAS, addressing the complex mental health needs of children, youth and adults is fundamental to the healthy future of our Marysville Tulalip community; and
- WHEREAS, public education and community activities can encourage mental health and help improve the lives of individuals and families affected by mental illness; and
- WHEREAS, residents can make a difference by helping to end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help; and
- WHEREAS, community education and awareness can also help reduce the occurrence of domestic violence, substance abuse, bullying and suicide; and
- WHEREAS, the Marysville Police Department, and in particular its team of School Resource Officers, in recent years has worked with the Marysville Tulalip community to bring anti-bullying and suicide awareness programs to middle school and high school students, their families and the greater community, and will do so again in October; and
- WHEREAS, Unity and Wellness Month is a community call to action asking individuals and organizations to come together to eliminate stigma and increase awareness of opportunities to live mentally, emotionally and spiritually well.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marysville, Washington, hereby joins with our community partners, the Marysville School District and the Tulalip Tribes, to proclaim October 2019 as Unity and Wellness Month to increase understanding of the importance of mental health and promote awareness about the prevention of domestic violence, substance abuse, bullying and suicide.

ADOPTED by the City Council at an open public meeting this 9th day of September, 2019.

CITY OF MARYSVILLE

JON NEHRING, Mayor

ATTEST:

TINA BROCK, Deputy City Clerk

Approved as to form:

JON WALKER, City Attorney

Index #27

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

CITY COUNCIL MEETING DATE: September 9, 2019

AGENDA ITEM:	
Resolution to accept Marysville Rotary Gift	
PREPARED BY:	DIRECTOR APPROVAL:
Jim Ballew	
DEPARTMENT:	
Parks Culture and Recreation	
ATTACHMENTS:	
Resolution, Marysville Rotary Letter	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Marysville Rotary Club has donated the Marysville Rotary train cars to the city for use within the community. The donation does not include the tractor.

The Marysville Rotary Club’s donation will insure that the community asset is used for a variety of events including the Tour of Lights, Touch a Truck and various parades and community events.

The value of the train cars is estimated at \$3,000.00

RECOMMENDED ACTION:
City staff recommend the City Council consider authorizing the Mayor to sign the attached Resolution accepting the donation subject to conditions described within.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE FOR THE
ACCEPTANCE OF A GIFT SUBJECT TO CONDITIONS.

WHEREAS, MARYSVILLE ROTARY CLUB of Marysville Washington have made a significant contribution towards the Parks, Culture and Recreation Department of the City of Marysville; and

WHEREAS, said gift was given by the MARYSVILLE ROTARY CLUB for the purpose of providing the Rotary Train equipment with an estimated valued in the amount of three thousand dollars and no/100ths (\$3,000.00) dollars for community use by the Parks, Culture and Recreation Department for various public events including the Tour of Lights program presented by the City at Cedarcrest Golf Course and Touch A Truck presented annually as well other city sponsored events; and

WHEREAS, The Marysville City Council does have the ultimate authority for acceptance and use of said contributions consistent with the donor's intent.

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

The City of Marysville hereby gratefully accepts the gift from Marysville Rotary Club subject to the conditions set forth in Exhibit A.

ADOPTED by the City Council at an open public meeting this _____ day of September, 2019.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
Tina Brock, Deputy City Clerk

Approved as to form:

By _____
JON WALKER, City Attorney

EXHIBIT A



Making a Difference in Our Community Since 1985

September 13, 2018

Mr. Jon Nehring, Mayor
City of Marysville
1049 State Avenue
Marysville, Wa. 98270

Dear Mayor Nehring:

On September 10, 2018, the Marysville Rotary Board of Directors voted to donate the Rotary Train to the City of Marysville, as long as the City of Marysville provides liability insurance coverage and maintains the train. Additionally, the Marysville Rotary would like to reserve the right to utilize the "Rotary Train" for various Rotary events, participation in parades, and so on. We further understand that the City of Marysville would maintain and store the train, and provide transport to local events that the train is involved in.

Please let us know if the City of Marysville would be willing to accept this donation under these terms.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Debbie Barger Smith".

Debbie Barger Smith
Past President
425-356-9177

501(e) 3: 81-2392145

P.O. Box 1875 • Marysville, Washington 98270
www.marysvillerotary.org

Index #28

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

CITY COUNCIL MEETING DATE: September 9, 2019

AGENDA ITEM:	
Resolution Accepting Donation from Marysville Community Parks Foundation	
PREPARED BY:	DIRECTOR APPROVAL:
Jim Ballew	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Resolution	
BUDGET CODE:	AMOUNT:
	\$4,080.98
SUMMARY:	

The Marysville Community Parks Foundation Board of Directors has elected to dissolve the Foundation and is dedicating all remaining funds to the City Parks, Culture and Recreation Department in the amount of \$4,080.98. The donation is dedicated to assist eligible participants in the department’s youth athletic programs offered by the City.

The attached Resolution authorizes the city to accept the funds subject to conditions set forth by the Foundation.

RECOMMENDED ACTION:
Staff recommends the City Council consider authorizing the Mayor to sign the attached Resolution accepting funds from the Marysville Community Parks Foundation to assist the youth athletic scholarship program.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE FOR THE
ACCEPTANCE OF A GIFT SUBJECT TO CONDITIONS.

WHEREAS, MARYSVILLE COMMUNITY PARKS FOUNDATION of
Marysville Washington have made a significant contributions towards the Parks, Culture
and Recreation Department of the City of Marysville; and

WHEREAS, said gift was given by the MARYSVILLE COMMUNITY PARKS
FOUNDATION for the purpose of providing financial support for athletic program
scholarships managed by the Parks, Culture and Recreation Department for a value in the
amount of Four Thousand Eighty dollars and 98/100ths (\$4,080.98); and

WHEREAS, The Marysville City Council does have the ultimate authority for acceptance
and use of said contributions consistent with the donor’s intent.

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

The City of Marysville hereby gratefully accepts the gift from Marysville Community
Parks Foundation subject to the condition that it be used for youth athletic program
scholarships managed by the Parks, Culture and Recreation Department.

ADOPTED by the City Council at an open public meeting this _____ day of
September, 2019.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
Jan Berg, City Clerk

Approved as to form:

By _____
JON WALKER, City Attorney

RESOLUTION – MCPF

Index #30

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DECLARING ITS INTENT TO ADOPT LEGISLATION TO AUTHORIZE A SALES AND USE TAX FOR AFFORDABLE AND SUPPORTIVE HOUSING IN ACCORDANCE WITH SUBSTITUTE HOUSE BILL 1406 (CHAPTER 338, LAWS OF 2019).

WHEREAS, during the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) (“SHB 1406”); and

WHEREAS, SHB 1406 authorizes the City to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, for the operations and maintenance costs of affordable or supportive housing, or for providing rental assistance to eligible low income tenants; and

WHEREAS, the tax will be credited against state sales taxes collected within the City and, therefore, will not result in higher sales and use taxes within the City and will represent an additional source of funding to address housing needs in the City; and

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent of the City median income; and

WHEREAS, additional resources to facilitate affordable housing will enhance public health and welfare and imposing the sales and use tax to address this need will benefit City residents; and

WHEREAS, to impose the tax the City must adopt a resolution of intent to authorize the maximum capacity of the tax within six months of the effective date of SHB 1406, or January 28, 2020, and must adopt legislation to authorize the maximum capacity of the tax within twelve months of the effective date of SHB 1406, or July 28, 2020; and

WHEREAS, this resolution constitutes the resolution of intent required by SHB 1406; and

WHEREAS, the City Council now desires to declare its intent to impose a local sales and use tax as authorized by SHB 1406.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the City Council declares its intent to adopt legislation to authorize the

maximum capacity of the sales and use tax authorized by SHB 1406 within one year of the effective date of SHB 1406, or by July 28, 2020.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the Mayor is authorized to direct staff to action to carry out this resolution.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2019.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Update
Index # 31

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/9/19

AGENDA ITEM:	
Regional Fire Authority Board Appointments for City of Marysville	
PREPARED BY:	DIRECTOR APPROVAL:
Gloria Hirashima, Chief Administrative Officer	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The RFA Service Plan was approved by the voters on April 23, 2019. The RFA will become operational on 10/1/19. Prior to 10/1/19, the Marysville City Council must appoint the four representatives to the RFA. The appointments shall be an elected official representing the city of Marysville. Two initial members are for one year terms and two are for two year terms (after that it's four year terms).

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.

RECOMMENDED ACTION: Council should make two motions – one appointing two members to one-year terms and another appointing two members to two-year terms to serve on the Regional Fire Authority Governing Board.

Index #29

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 9, 2019

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

DESCRIPTION:

On July 23, 2018 Marysville City Council confirmed the appointments of the youth, parks board, planning commission and council members to serve on the Community and Housing Development Citizen Advisory Committee (CAC). The CAC makes recommendations to City Council related to the City's Community Development Block Grant (CDBG) program.

The youth term is for 1 year and expired on July 9, 2019. Mayor Nehring is requesting the following appointment to the CAC:

First	Last	Representing	Term
Elizabeth	Card	Youth	1- year

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



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

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint ELIZABETH CARD as a member of the COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE (CDBG) of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 9th day of September, 2019.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE (CDBG) of the City of Marysville in the manner required by law.

Dated this 9th day of September, 2019



ELIZABETH CARD

This term of appointment expires the 9th day of July, 2020.