

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. 3rd Quarter Budget Update

Discussion Items

B. Snohomish County Health District Per Capita Discussion

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

1. Approval of the November 4, 2019 City Council Work Session Minutes.

Consent

2. Approval of the November 20, 2019 Payroll in the Amount of \$1,312,174.12, Paid by EFT Transactions and Check Numbers 32775 through 32792.

3. Approval of the November 20, 2019 Claims in the Amount of \$636,881.57 Paid by EFT Transactions and Check Numbers 136429 through 136546 with No Check Numbers Voided.

4. Approval of the November 27, 2019 Claims in the Amount of \$961,734.63 Paid by EFT Transactions and Check Numbers 136547 through 136666 with No Check Numbers Voided.

Review Bids

5. Consider the Alder Avenue Sidewalks Contract with Welwest Construction in the Amount of \$153,553.50, and Approve a Management Reserve of \$15,000.00 for a Total Allocation of \$168,553.50.

6. Consider the State Avenue (100th Street NE to 104th Street NE) Corridor Improvement Project with Strider Construction Company in the Amount of \$11,768,403.08 Including Washington State Sales Tax and Approve a Management Reserve of \$500,000.00 for a Total Allocation of \$12,268,403.08.

7. Consider the Civic Center Project with Lydig Construction, Inc.

Public Hearings

8. An Ordinance Amending Chapter 7.08 of the Marysville Municipal Code. **(Action to be taken December 9, 2019)**

New Business

9. Consider the Supplemental Agreement No. 2 to the City's Professional Services Agreement with WSP USA, to extend the Contract Term through June 30, 2020.

10. Consider the Buy/Sell Agreement with Mitigation Banking Services, LLC for the Purchase of 0.08 Wetland Credits in the Amount of \$16,800.00.

11. Consider the No-Cost Supplemental Agreement No. 5 to the City's Professional Agreement with KPG, Inc. to extend the Agreement End Date to June 15, 2020 for the Highway Safety Improvement Program.

12. Consider the Purchase Order with Western Peterbilt, Inc. for Two (2) 2020 Autocar Commercial Front Loader Refuse Trucks in the Amount of \$776,146.95.

13. Consider the Contract Amendment with Snohomish County Human Services for Senior Center Projects.

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

15. Consider the Memorandum of Understanding with the Port of Everett Related to Economic Development within the Cascade Industrial Center and the City.

16. Consider the Interlocal Agreement with Snohomish County for Increased Embedded Social Worker Funding.

17. Consider the Hotel Motel Grant Review Committee's Recommendation on Award Funding for 2020.

18. Consider an **Ordinance** to Amend Marysville Municipal Code 3.104, Industrial/Manufacturing Property Tax Exemption Eligibility.

19. Consider an **Ordinance** Amending the 2019-2020 Biennial Budget and Providing for the Increase in Certain Expenditure Items as Budgeted for in Ordinance No. 3108.

20. Consider an **Ordinance** Amending Chapter 6.33 of the Municipal Code to Incorporate by Reference RCW 9A.86.010.

December 2, 2019

Marysville City Council Work Session
7:00 p.m.

City Hall

Legal

Mayor's Business

21. Legislative Priorities

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.

A

FINANCIAL MANAGEMENT REPORT

As of September 30, 2019

Summary of All Funds: Revenue

Revenues at projection

Golf revenue above projection – dry spring weather

Revenues by Fund	Biennial Budget			Year/Year to Date Actual			2017/2018	2019/2020
	2017/2018	2019/2020	% Change	9/30/2018	9/30/2019	% Change	% of Budget	% of Budget
General Gov't								
General Fund	97,739,159	106,481,064	8.9%	34,886,738	37,614,227	7.8%	35.7%	35.3%
Other General Gov't Funds	26,519,048	33,904,983	27.9%	11,536,839	12,844,969	11.3%	43.5%	37.9%
Total General Gov't	124,258,207	140,386,047	13.0%	46,423,577	50,459,196	8.7%	37.4%	35.9%
Enterprise								
Water/Sewer/Storm Operating Fund	80,354,340	85,986,349	7.0%	28,772,476	34,215,579	18.9%	35.8%	39.8%
Solid Waste	14,535,576	15,939,000	9.7%	5,639,662	5,832,950	3.4%	38.8%	36.6%
Golf Course	2,692,948	2,496,140	-7.3%	983,141	1,163,090	18.3%	36.5%	46.6%
Total Enterprise	97,582,864	104,421,489	7.0%	35,395,279	41,211,619	16.4%	36.3%	39.5%
Capital & Internal Service Funds								
Capital	24,887,951	37,565,655	50.9%	17,424,041	4,770,319	-72.6%	70.0%	12.7%
Internal Service Funds	9,249,301	9,717,554	5.1%	3,308,679	3,765,963	13.8%	35.8%	38.8%
Total Capital & Internal Service	34,137,252	47,283,209	38.5%	20,732,720	8,536,282	-58.8%	60.7%	18.1%
Total All Funds	255,978,323	292,090,745	14.1%	102,551,576	100,207,097	-2.3%	40.1%	34.3%
Total Begining Fund Balance - All Funds	42,108,734	94,578,076	124.6%					

Summary of All Funds: Expenditures

Expenditures at or below projection

Expenditures by Fund	Biennial Budget			Year/Year to Date Actual			2017/2018	2019/2020
	2017/2018	2019/2020	% Change	9/30/2018	9/30/2019	% Change	% of Budget	% of Budget
General Gov't								
General Fund	98,128,627	115,435,314	17.6%	39,636,096	41,069,064	3.6%	40.4%	35.6%
Other General Gov't Funds	30,276,081	37,463,737	23.7%	7,228,468	6,661,651	-7.8%	23.9%	17.8%
Total General Gov't	128,404,708	152,899,051	19.1%	46,864,565	47,730,715	1.8%	36.5%	31.2%
Enterprise								
Water/Sewer/Storm Ops. Fund	87,093,738	88,593,746	1.7%	26,318,584	25,760,593	-2.1%	30.2%	29.1%
Solid Waste	14,522,130	15,276,106	5.2%	5,268,556	5,390,108	2.3%	36.3%	35.3%
Golf Course	2,692,948	2,461,041	-8.6%	917,315	788,639	-14.0%	34.1%	32.0%
Total Enterprise	104,308,816	106,330,893	1.9%	32,504,455	31,939,340	-1.7%	31.2%	30.0%
Capital & Internal Service Funds								
Capital	28,223,239	82,467,007	192.2%	6,103,315	12,369,349	102.7%	21.6%	15.0%
Internal Service Funds	9,523,999	10,043,958	5.5%	3,120,962	3,646,954	16.9%	32.8%	36.3%
Total Capital & Internal Service	37,747,238	92,510,965	145.1%	9,224,277	16,016,302	73.6%	24.4%	17.3%
Total All Funds	270,460,762	351,740,909	30.1%	88,593,297	95,686,358	8.0%	32.8%	27.2%
Total Ending Fund Balance - All Funds	28,493,734	34,927,913	22.6%					

General Fund Revenue

Most revenues – at or above projection

Sales tax – slightly above projection

Other Licenses & Permits – exceeding projection – building permits

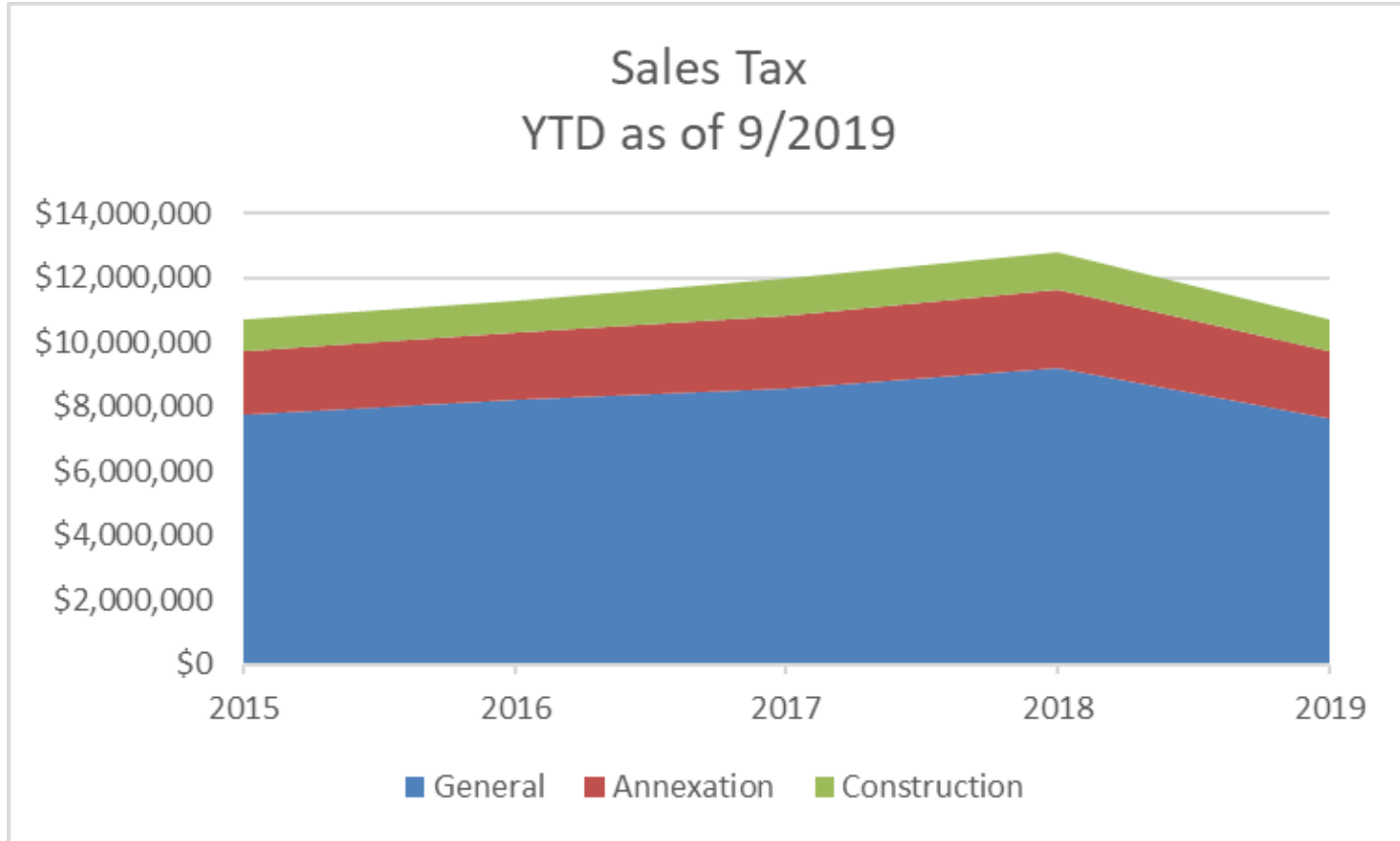
State Revenues – received in Oct. instead of Sept.

Fines & Forfeits – exceeding projection

Misc. Revenue – exceeding projection – donations & interest

General Fund Resource Category	Biennial Budget			Year/Year to Date Actual			2017/2018	2019/2020
	2017/2018	2019/2020	% Change	9/30/2018	9/30/2019	% Change	% of Budget	% of Budget
Property Tax	33,355,407	36,495,222	9.4%	9,514,628	9,871,102	3.7%	28.5%	27.0%
Sales Tax	26,537,760	29,802,918	12.3%	10,348,300	12,236,085	18.2%	39.0%	41.1%
Business & Other Taxes	14,268,337	15,074,500	5.7%	5,130,720	5,052,542	-1.5%	36.0%	33.5%
Other Licenses & Permits	4,369,108	4,386,323	0.4%	1,816,030	2,290,974	26.2%	41.6%	52.2%
Grants	1,012,153	852,006	-15.8%	374,835	272,433	-27.3%	37.0%	32.0%
State Revenues	2,618,905	2,663,227	1.7%	1,062,304	787,953	-25.8%	40.6%	29.6%
Service Charges	13,165,129	15,293,905	16.2%	5,658,257	5,913,017	4.5%	43.0%	38.7%
Fines & Forfeits	957,054	740,047	-22.7%	323,224	461,430	42.8%	33.8%	62.4%
Miscellaneous Revenues	1,455,306	1,172,916	-19.4%	658,440	728,690	10.7%	45.2%	62.1%
Total GF Resources	97,739,159	106,481,064	8.9%	34,886,738	37,614,226	7.8%	35.7%	35.3%

Sales Tax



General Fund Expenditures

Expenditures – at or below projection
Debt Service – 2019 debt issuance

General Fund Expenditures Category	Biennial Budget			Year/Year to Date Actual			2017/2018	2019/2020
	2017/2018	2019/2020	% Change	9/30/2018	9/30/2019	% Change	% of Budget	% of Budget
Salaries	35,766,487	40,131,097	12.2%	13,846,262	14,376,990	3.8%	38.7%	35.8%
Benefits	14,274,455	16,238,031	13.8%	5,231,632	5,490,613	5.0%	36.7%	33.8%
Supplies	1,720,446	1,858,502	8.0%	663,785	685,923	3.3%	38.6%	36.9%
Other Services & Charges	33,450,127	36,971,419	10.5%	13,004,087	13,380,534	2.9%	38.9%	36.2%
Capital Outlays	19,900	30,800	54.8%	762,001	27,984	-96.3%	3829.2%	90.9%
Approved Property Purchases				1,867,377	1,398,624	-25.1%		
Interfund	4,119,288	3,778,571	-8.3%	1,570,732	1,392,375	-11.4%	38.1%	36.8%
Debt Service	2,750,309	5,426,095	97.3%	819,001	1,983,409	142.2%	29.8%	36.6%
Street Subsidy	4,271,581	3,350,000	-21.6%	1,433,868	1,522,964	6.2%	33.6%	45.5%
Golf Subsidy	391,019	121,726	-68.9%	-	-		0.0%	0.0%
Other Operating Tsfs	711,722	733,163	3.0%	129,404	274,778	112.3%	18.2%	37.5%
Total GF Expenditures	97,475,334	108,639,404	11.5%	39,328,149	40,534,194	3.1%	40.3%	37.3%

Questions?

Index #1

COUNCIL*DRAFT*
MINUTES

Work Session
November 4, 2019

Call to Order / Pledge of Allegiance

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

Roll Call

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

Mayor: Jon Nehring

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

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Interim Police Chief Jeffrey Goldman, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Tara Mizell, Community Development Director Jeff Thomas, Fire Chief Martin McFalls, Information Systems Analyst Mike Davis, Public Relations Administrator Connie Mennie, Senior Planner Angela Gemmer, and Recording Secretary Laurie Hugdahl.

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

Committee Reports

Jeff Vaughan reported on the Finance Committee meeting on October 30 there was an update on the budget. There was discussion on the property tax levy which will be on the agenda for the next meeting. There was also a discussion about having the Finance Committee approve travel requests for Council travel instead of the Mayor's Office. Additionally, the Committee discussed a Snohomish County Health District issue having

DRAFT

to do with changes in Narcan and Naloxone funding and distribution. Finally, there was discussion regarding Waste Management billing changes.

Steve Muller reported on the November 1 Public Works Committee meeting where they walked the First Street Bypass; the project went very well. The Committee also went on a field trip out to the treatment ponds.

Presentations

Discussion Items

Approval of Minutes

Consent

1. Approval of the October 18, 2019 Payroll in the Amount of \$1,306,834.50, Paid by EFT Transactions and Check Numbers 32728 through 32748.
2. Approval of the October 30, 2019 Claims in the Amount of \$1,786,862.58 Paid by EFT Transactions and Check Numbers 136007 through 136114 with (Unclaimed Property) Check Numbers 114364, 114426, 117998, 118056, 118101, 118179, 118328, 118565, 118724, 118787, 118890, 119181, 119436, 119606, 120169, 120219, 120241, 120555, 120605, 120803, 121233, 121483, 121591, 121845, 121863, 122197, 123375, 123415, 123476, 123488, 123504, 123676, 124052, 124251, 124597, 125220 & 125223 Voided.

Review Bids

3. Consider the Cedar Field Turf and Lighting Project with Coast to Coast Turf in the Amount of \$608,473.10 and Musco Lighting in the Amount of \$234,523.92, and Approve a Management Reserve of \$45,000.00 for a total allocation of \$887,997.02.

Director Nielsen reviewed this item related to artificial turf and LED lighting at Cedar Field. He recommended approval of this.

Mayor Nehring thanked the funding partners at the Recreation Conservation Office, Snohomish County, and Marysville Little League.

Public Hearings

4. An Ordinance Setting the Regular Property Tax Levy for Emergency Medical Care and Services on all Real, Personal, and Utility Property Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2020. (Action will be taken on November 12, 2019)

Finance Director Langdon reviewed this item.

5. An Ordinance Setting the Regular Property Tax Levy for all Real, Personal, and Utility Property Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the year 2020. (Action will be taken on November 12, 2019)

Finance Director Langdon reviewed this item.

New Business

6. Consider an Interlocal Agreement Renewal with City of Lake Stevens for Jail Services.

Commander Wade reviewed this item related to the contract with Lake Stevens for Jail Service. Staff is proposing an increase of 2.25% which still is lower than Snohomish County and Lynnwood. Staff is also recommending charging for video court fees.

7. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Binding Site Plan Code Amendments.

Senior Planner Gemmer reviewed this item related to Binding Site Plan Code Amendments.

Commissioner James commended staff for identifying these items which make things more efficient.

8. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Commercial Permitted Uses Code Amendments.

Senior Planner Gemmer reviewed this item relating to the Commercial Permitted Uses Code Amendments.

9. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Planned Residential Development Code Amendments.

Senior Planner Gemmer reviewed this item relating to the Planned Residential Development Code Amendments.

10. Consider an Ordinance Affirming the Planning Commission's Recommendation and Adopt the Residential Permitted Uses Code Amendments.

Senior Planner Gemmer reviewed this item relating to the Residential Permitted Uses Code Amendments.

11. Consider an Ordinance Amending Chapter 3.51 of the Marysville Municipal Code, "Petty Cash Fund," to Reflect Current Operations and Structure of City Government.

Finance Director Langdon gave an update on petty cash funds.

Legal

Mayor's Business

Mayor Nehring wished everyone luck on the ballots tomorrow night.

Staff Business

Sandy Langdon had no further comments.

Connie Mennie had no comments.

Director Thomas had no comments.

Interim Police Chief Goldman had no comments.

Chief McFalls wished good luck to all the candidates in the room. He thanked them for serving the community.

Director Nielsen commented that tomorrow is a big day tomorrow for the opening of a bid.

Director Mizell had no comments.

City Attorney Walker stated the need for an Executive Session for one item regarding the sale of real estate expected to last five minutes. If the Council chooses to waive normal work session rules, staff will be asking for action.

CAO Hirashima had no comments.

Call on Councilmembers

Councilmember Muller had no comments.

Councilmember Toyer wished good luck to everyone in the election.

Councilmember Vaughan had no comments.

Councilmember King reported that the food bank distributed close to 90 barrels around town for the food and toy drive.

Councilmember James commented that the Marysville Municipal Court will have its first graduate in the mental health court tomorrow.

Councilmember Stevens had no comments.

Council President Norton asked Council if they would be willing to make a committee reappointment for the Hotel Motel Tax Committee. She recommended appointing Councilmember Muller and recommended that Council waive its normal rules to take action on that.

Motion made by Councilmember Toyer, seconded by Councilmember James to waive its normal rules and allow action on two items tonight. **Motion** passed unanimously.

Motion made by Councilmember Toyer, seconded by Councilmember Vaughan, to appoint Councilmember Muller to the Hotel Motel Committee. **Motion** passed unanimously.

Recess

Council recessed from 7:26 p.m. to 7:29 p.m. before reconvening in Executive Session to discuss one item related to the sale of real estate with action requested and expected to last five minutes.

Exec Session

Real Estate – one item

Motion made by Councilmember Vaughn, seconded by Councilmember Toyer, to authorize the Mayor to execute the parking easement agreement with Maria Sahagun. **Motion** passed unanimously.

Motion made by Councilmember Toyer, seconded by Councilmember Vaughn to Adjourn. **Motion** passed unanimously.

Adjournment

The meeting was adjourned at 7:34 p.m.

Approved this _____ day of _____, 2019.

Mayor
Jon Nehring

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 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 November 20, 2019 payroll in the amount \$1,312,174.12, paid by EFT Transactions and Check No.'s 32775 through 32792.

COUNCIL ACTION:

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 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.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the November 20, 2019 claims in the amount of \$636,881.57 paid by EFT transactions and Check No.'s 136429 through 136546 with no Check No.'s voided.</p> <p>COUNCIL ACTION:</p>
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BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-11

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 **\$636,881.57 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 136429 THROUGH 136546 WITH NO CHECK NO.'S VOIDED**. ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

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

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/14/2019 TO 11/20/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136429	LICENSING, DEPT OF	CPL BATCH 11/12/19	GENERAL FUND	567.00
136430	LICENSING, DEPT OF	DEALERS LICENSE	GENERAL FUND	125.00
136431	LICENSING, DEPT OF		GENERAL FUND	125.00
136432	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
136433	ALMELIA, SAMUEL & AI	UB REFUND	WATER/SEWER OPERATION	83.95
136434	ALPINE PRODUCTS INC	QUICK JOINTS	ROADWAY MAINTENANCE	350.28
136435	ANDREW YEUNG & KYUNG	UB REFUND	WATER/SEWER OPERATION	32.62
136436	AUTO VISUAL	REPAIR TINTING #P179	POLICE PATROL	185.81
136437	BANK OF AMERICA	TRAVEL/REGISTRATION	LEGAL - PROSECUTION	-235.00
	BANK OF AMERICA		GMA - STREET	12.00
	BANK OF AMERICA		LEGAL - PROSECUTION	32.78
	BANK OF AMERICA		LEGAL-GENL	68.90
	BANK OF AMERICA		LEGAL-GENL	184.04
136438	BANK OF AMERICA	PARKING/LICENSE RENEWAL	ENGR-GENL	123.00
136439	BANK OF AMERICA	SPECIAL EVENT SUPPLIES	RECREATION SERVICES	119.55
	BANK OF AMERICA		OPERA HOUSE	140.50
136440	BANK OF AMERICA	TRAINING EXPENSE	GENERAL FUND	-19.26
	BANK OF AMERICA		EXECUTIVE ADMIN	342.77
136441	BANK OF AMERICA	TRAVEL/REGISTRATION	MUNICIPAL COURTS	150.00
	BANK OF AMERICA		MUNICIPAL COURTS	263.12
136442	BANK OF AMERICA	WELLNESS/ADVERTISING	POLICE PATROL	39.24
	BANK OF AMERICA		COMPUTER SERVICES	50.00
	BANK OF AMERICA		OPERA HOUSE	50.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	50.08
	BANK OF AMERICA		ENGR-GENL	100.00
	BANK OF AMERICA		UTIL ADMIN	325.00
136443	BANK OF AMERICA	SCAFFOLDING RENTAL	SEWER CAPITAL PROJECTS	618.93
136444	BARTELS, JEREMY	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
136445	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	668.98
	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,410.79
136446	BRENNAN, SHANNON	INSTRUCTOR SERVICES	COMMUNITY CENTER	138.00
	BRENNAN, SHANNON		COMMUNITY CENTER	321.00
136447	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	308.35
136448	CAPERON, SHEA	INSTRUCTOR SERVICES	COMMUNITY CENTER	216.00
136449	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	108.00
136450	CARLSON & HOUVENER	UB REFUND	WATER/SEWER OPERATION	16.78
	CARLSON & HOUVENER		WATER/SEWER OPERATION	69.80
136451	CASCADE SECURITY	SECURITY SERVICES	PROBATION	1,013.25
	CASCADE SECURITY		MUNICIPAL COURTS	3,039.75
136452	COOP SUPPLY	GAS CANS	STORM DRAINAGE	45.88
136453	CORE & MAIN LP	COUPLER	WATER SERVICE INSTALL	85.80
	CORE & MAIN LP	MJ CAPS AND KITS	CAPITAL EXPENDITURES	304.91
136454	CROCKETT, SHANNON	UB REFUND	WATER/SEWER OPERATION	28.32
136455	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	49.47
136456	D.K. SYSTEMS, INC.	THERMOSTAT REPAIR	UTIL ADMIN	142.09
136457	DEWINE, ANNA	INSTRUCTOR SERVICES	COMMUNITY CENTER	36.00
	DEWINE, ANNA		COMMUNITY CENTER	36.00

CITY OF MARYSVILLE
 INVOICE LIST

FOR INVOICES FROM 11/14/2019 TO 11/20/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136457	DEWINE, ANNA	INSTRUCTOR SERVICES	COMMUNITY CENTER	45.00
136458	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.75
	DICKS TOWING		POLICE PATROL	95.64
136459	E&E LUMBER	LUMBER EXCHANGE	STORM DRAINAGE	7.56
	E&E LUMBER	LUMBER, LATCH AND PULLS	STORM DRAINAGE	47.05
	E&E LUMBER	EXT POLES, PAILS, MOPS AND HANDLES	WATER DIST MAINS	77.18
	E&E LUMBER	STAIN	ROADWAY MAINTENANCE	225.58
136460	EAST JORDAN IRON WOR	WATER LIDS	SOURCE OF SUPPLY	288.38
	EAST JORDAN IRON WOR	GRATES AND LID	STORM DRAINAGE	605.13
136461	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	15.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	30.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	216.00
136462	EVERETT OFFICE	DESK, DRAWER AND ROUND TABLE	PARK & RECREATION FAC	1,283.18
136463	EVERETT, CITY OF	ANIMAL SHELTER FEES	COMMUNITY SERVICES UNIT	8,580.00
136464	EWING IRRIGATION	ICE MELT	MAINT OF GENL PLANT	130.41
	EWING IRRIGATION		UTIL ADMIN	130.42
136465	FEDEX	SHIPPING EXPENSE	STORM DRAINAGE	58.52
136466	FERRELLGAS	PROPANE CHARGES	TRAFFIC CONTROL DEVICES	67.11
	FERRELLGAS		ROADWAY MAINTENANCE	67.12
136467	FIRST AMERICAN TITLE	RECONVEYANCE FEE	GMA - STREET	235.00
136468	FOREMOST PROMOTIONS	BADGE STICKERS	GENERAL FUND	-29.41
	FOREMOST PROMOTIONS		YOUTH SERVICES	345.69
136469	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	34.50
	FRONTIER COMMUNICATI		RECREATION SERVICES	34.50
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	36.42
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	54.76
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	60.95
	FRONTIER COMMUNICATI		COMMUNITY	60.95
	FRONTIER COMMUNICATI	ACCT #36065885751214185	STORM DRAINAGE	67.60
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATION	91.32
	FRONTIER COMMUNICATI	ACCT #36065755320112185	OPERA HOUSE	124.35
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION	225.07
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	275.06
136470	GEOTEST SERVICES INC	TESTING SERVICES	GMA - STREET	2,370.26
136471	GOLDMAN, JEFF	POLYGRAPH DUES REIMBURSEMENT	POLICE ADMINISTRATION	75.00
136472	GORDON, WANDA	UB REFUND	WATER/SEWER OPERATION	523.94
136473	GOVCONNECTION INC	SURGE PROTECTOR	COMPUTER SERVICES	58.24
136474	GRANITE CONST	ASPHALT	CAPITAL EXPENDITURES	1,046.17
136475	GRAVITY PAYMENTS	TRANSACTION FEES 3 - 4	UTILITY BILLING	13,977.32

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/14/2019 TO 11/20/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136476	GREEN DOT CONCRETE	CONCRETE	CAPITAL EXPENDITURES	294.30
136477	GREENSHIELDS	PLATE PULLER, PIN, SHACKLE AND CUTTER	WATER DIST MAINS	468.53
136478	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
136479	GUDAKOV, VICTOR & DI	UB REFUND	WATER/SEWER OPERATION	207.89
136480	HD FOWLER COMPANY	TUBING CUTTERS	WATER SERVICE INSTALL	180.84
	HD FOWLER COMPANY	WRENCH AND CAPS	WATER DIST MAINS	537.00
	HD FOWLER COMPANY	METER SETTERS AND COUPLINGS	WATER/SEWER OPERATION	667.59
	HD FOWLER COMPANY	LOCATE FLAGS	ER&R	824.17
	HD FOWLER COMPANY	ADAPTERS	WATER SERVICE INSTALL	869.51
136481	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	26.40
	HENNIG, JEANINE TULL		RECREATION SERVICES	66.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	84.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	184.80
136482	HESS, TERRI	UB REFUND	GARBAGE	11.84
136483	HEWLETT PACKARD	COPIER/PRINTER CHARGES	PERSONNEL ADMINISTRATION	0.15
	HEWLETT PACKARD		SEWER MAIN COLLECTION	0.76
	HEWLETT PACKARD		STORM DRAINAGE	0.76
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	3.68
	HEWLETT PACKARD		LEGAL - PROSECUTION	10.14
	HEWLETT PACKARD		UTIL ADMIN	11.93
	HEWLETT PACKARD		POLICE PATROL	15.68
	HEWLETT PACKARD		CITY CLERK	16.92
	HEWLETT PACKARD		FINANCE-GENL	16.92
	HEWLETT PACKARD		WASTE WATER TREATMENT	18.31
	HEWLETT PACKARD		UTILITY BILLING	20.87
	HEWLETT PACKARD		MUNICIPAL COURTS	34.06
	HEWLETT PACKARD		COMPUTER SERVICES	103.53
136484	HOFFMAN, STACEY	UB REFUND	WATER/SEWER OPERATION	110.77
136485	HURTADO, VICTOR	INTERPRETER SERVICES	COURTS	125.00
	HURTADO, VICTOR		COURTS	125.00
136486	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	137.50
136487	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	11,533.92
136488	JET PLUMBING	RESTROOM REPAIR-JENNINGS	PARK & RECREATION FAC	588.58
136489	KEE, JESSE L.	UB REFUND	WATER/SEWER OPERATION	16.80
136490	KENNY, RIKKI	RENTAL FEE REFUND	PARKS-RENTS & ROYALTIES	180.00
136491	KKXA 1520	ADVERTISING	OPERA HOUSE	200.00
136492	LAKEWOOD SCHOOL DIST	FACILITY RENTAL	RECREATION SERVICES	280.00
136493	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	25.00
136494	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	25.00
136495	LOCHRIDGE, JAMES & D	UB REFUND	WATER/SEWER OPERATION	250.26
136496	LOOMIS	ARMORED TRUCK SERVICES	COMMUNITY	112.98
	LOOMIS		UTIL ADMIN	112.98
	LOOMIS		GOLF ADMINISTRATION	176.69
	LOOMIS		UTILITY BILLING	225.97
	LOOMIS		POLICE ADMINISTRATION	451.93
	LOOMIS		MUNICIPAL COURTS	451.93
136497	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICES	GMA-PARKS	2,735.89
136498	MARYSVILLE AWARDS	NAMETAGS	PARK & RECREATION FAC	22.95
136499	MARYSVILLE PRINTING	GARBAGE TAGS	SOLID WASTE OPERATIONS	91.99
136500	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	36.00
136501	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	23.58
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	29.93
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH & 45	PARK & RECREATION FAC	65.31

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/14/2019 TO 11/20/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136501	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	74.85
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	111.48
	MARYSVILLE, CITY OF	UTILITY SERVICE-1221 3RD ST	OPERA HOUSE	117.83
	MARYSVILLE, CITY OF	UTILITY SERVICE-1627 3RD ST	STORM DRAINAGE	119.96
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST FIRELINE	PUBLIC SAFETY BLDG	123.10
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE IRR	CITY HALL	147.71
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST OFFICE	PUBLIC SAFETY BLDG	193.62
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	MAINT OF GENL PLANT	207.07
	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST NE	GOLF ADMINISTRATION	208.34
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	212.15
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-1407 1ST ST IRR	STORM DRAINAGE	249.93
	MARYSVILLE, CITY OF	UTILITY SERVICE-1529 3RD ST IRR	WATER SERVICES	253.10
	MARYSVILLE, CITY OF	UTILITY SERVICE-1311 4TH ST IRR	PARK & RECREATION FAC	255.49
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	EQUIPMENT RENTAL	394.34
	MARYSVILLE, CITY OF	UTILITY SERVICE-1ST & STATE IRR	PARK & RECREATION FAC	465.70
	MARYSVILLE, CITY OF	UTILITY SERVICE-1225 3RD ST	OPERA HOUSE	639.80
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	664.98
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	777.87
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	WASTE WATER TREATMENT	1,146.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	1,451.86
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	MAINT OF GENL PLANT	2,880.07
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	3,839.60
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AVE	WASTE WATER TREATMENT	5,821.58
136502	MAUL FOSTER & ALONGI	GEDDES MARINA PROJECT	SURFACE WATER CAPITAL	34,411.18
136503	MCKENNA, DAVID	TUITION REIMBURSEMENT	POLICE TRAINING-FIREARMS	1,692.00
136504	MCKESSON MEDICAL	EVIDENCE SUPPLIES	POLICE PATROL	480.77
136505	MONGER, THOMAS	UB REFUND	GARBAGE	272.61
136506	NCSI	BACKGROUND CHECKS	PERSONNEL ADMINISTRATION	333.00
136507	OFFICE DEPOT	OFFICE SUPPLIES	UTILITY BILLING	11.25
	OFFICE DEPOT		POLICE INVESTIGATION	56.64
	OFFICE DEPOT		POLICE INVESTIGATION	73.66
	OFFICE DEPOT		COMPUTER SERVICES	95.74
	OFFICE DEPOT		POLICE PATROL	137.86
136508	OSBORN, IRENE	UB REFUND	WATER/SEWER OPERATION	103.63
	OSBORN, IRENE		GARBAGE	340.34
136509	OTAK	PROFESSIONAL SERVICES	GMA - STREET	2,628.50
136510	PARTS STORE, THE	REFLECTOR	ER&R	3.19
	PARTS STORE, THE	FILTERS AND REFLECTORS	ER&R	107.45
	PARTS STORE, THE	FILTERS	ER&R	127.09
	PARTS STORE, THE	SHEAR AND WORKLIGHT	SMALL ENGINE SHOP	252.46
136511	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
136512	PILCHUCK RENTALS	PLATE COMPACTOR	ROADWAY MAINTENANCE	2,130.26
136513	PITCH PERFECT SOCCER	INSTRUCTOR SERVICES	RECREATION SERVICES	465.60
	PITCH PERFECT SOCCER		RECREATION SERVICES	698.40
	PITCH PERFECT SOCCER		RECREATION SERVICES	989.40
	PITCH PERFECT SOCCER		RECREATION SERVICES	1,164.00
136514	PREMIER VOCAL	ENTERTAINMENT 12/6/19	OPERA HOUSE	1,250.00
136515	PROFORCE LAW ENFORC	HANDGUN TRANSITION	POLICE PATROL	-3,803.64
	PROFORCE LAW ENFORC		POLICE PATROL	6,923.05
136516	PUD	ACCT #202461026	MAINT OF GENL PLANT	13.61
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #205195373	PARK & RECREATION FAC	16.44
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #205481823	GOLF ADMINISTRATION	17.01

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/14/2019 TO 11/20/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136516	PUD	ACCT #202011813	PUMPING PLANT	17.72
	PUD	ACCT #200973956	SEWER LIFT STATION	18.07
	PUD	ACCT #201346665	SEWER LIFT STATION	18.14
	PUD	ACCT #200501617	TRANSPORTATION	24.36
	PUD	ACCT #200448801	TRANSPORTATION	37.90
	PUD	ACCT #202794657	TRANSPORTATION	37.94
	PUD	ACCT #203199732	TRANSPORTATION	39.81
	PUD	ACCT #203500020	STREET LIGHTING	50.57
	PUD	ACCT #202294245	SEWER LIFT STATION	50.74
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	56.23
	PUD	ACCT #200061463	PARK & RECREATION FAC	60.22
	PUD	ACCT #202303301	SEWER LIFT STATION	63.85
	PUD	ACCT #202288585	TRANSPORTATION	68.31
	PUD	ACCT #202524690	PUMPING PLANT	69.46
	PUD	ACCT #220681340	STORM DRAINAGE	70.47
	PUD	ACCT #221115934	MAINT OF GENL PLANT	73.87
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	98.70
	PUD	ACCT #201628880	WASTE WATER TREATMENT	102.83
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	120.34
	PUD	ACCT #201909637	SEWER LIFT STATION	121.87
	PUD	ACCT #222025900	PUMPING PLANT	132.76
	PUD	ACCT #203291216	GENERAL	133.53
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	133.62
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	181.81
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	217.40
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	292.23
	PUD	ACCT #201247699	STREET LIGHTING	315.47
	PUD	ACCT #201675634	WASTE WATER TREATMENT	362.82
	PUD	ACCT #201098969	PUMPING PLANT	581.75
	PUD	ACCT #202177333	MAINT OF GENL PLANT	594.03
	PUD	ACCT #201147253	PUMPING PLANT	707.20
	PUD	ACCT #201587284	WASTE WATER TREATMENT	738.70
	PUD	ACCT #200303477	WATER FILTRATION PLANT	831.62
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,041.17
	PUD	ACCT #200021871	COURT FACILITIES	1,111.95
	PUD	ACCT #201617479	CITY HALL	1,127.13
	PUD	ACCT #200223857	PARK & RECREATION FAC	1,633.05
136517	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	555.00
	RUSDEN, JOHN		MUNICIPAL COURTS	1,110.00
136518	SAFETY SOURCE LLC	ROAD PLATES	CAPITAL EXPENDITURES	511.52
136519	SCORE	INMATE HOUSING	DETENTION & CORRECTION	19,220.00
136520	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATION	4.56
	SHRED-IT US		MUNICIPAL COURTS	50.38
	SHRED-IT US		PROBATION	83.96
136521	SKIDMORE, JAMES	UB REFUND	WATER/SEWER OPERATION	138.12
136522	SNO CO FINANCE	800 MHZ PRINCIPAL AND INTEREST	REET I - POLICE	2,088.12
	SNO CO FINANCE		REET I - POLICE	83,524.95
136523	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	1,811.92
136524	SNO CO TREASURER	INMATE MEDICAL-SEPT 2019	DETENTION & CORRECTION	149.33
136525	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	81,818.97
136526	SOLID WASTE SYSTEMS	VALVE ASSEMBLY	ER&R	285.71
136527	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

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/14/2019 TO 11/20/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136527	SONITROL	SECURITY MONITORING	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
136528	SPRINGBROOK NURSERY	MULCH	ROADSIDE VEGETATION	28.03
	SPRINGBROOK NURSERY		TRANSPORTATION	364.36
136529	STANWOOD REDI-MIX	CONCRETE THRUST BLOCKS	CAPITAL EXPENDITURES	605.30
136530	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	17.26
	STAPLES		PARK & RECREATION FAC	41.57
	STAPLES		MUNICIPAL COURTS	150.05
	STAPLES		MUNICIPAL COURTS	194.30
	STAPLES		MUNICIPAL COURTS	546.52
136531	STEPMAN PROPERTIES L	UB REFUND	WATER/SEWER OPERATION	388.27
136532	STRIPE RITE, INC.	PAY ESTIMATE #1	CITY STREETS	-8,208.40
	STRIPE RITE, INC.		ROADWAY MAINTENANCE	179,435.67
136533	SUBURBAN PROPANE	PROPANE CHARGES	PARK & RECREATION FAC	979.66
136534	TAB PRODUCTS CO	LABELS	MUNICIPAL COURTS	86.17
136535	TECHPOWER SOLUTIONS	PRINTER	IS REPLACEMENT ACCOUNTS	977.14
136536	TOLEDO, FERDINAND	UB REFUND	WATER/SEWER OPERATION	189.32
136537	TRAFFIC SAFETY SUPPL	ROAD MARKERS AND REFLECTORS	STORM DRAINAGE	1,328.66
136538	TRANSPO GROUP	PROFESSIONAL SERVICES	TRANSPORTATION	4,225.00
136539	TRIVETT, MARK A	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
136540	VANDERPOOL, RIA	ENTERTAINMENT 12/6/19	OPERA HOUSE	400.00
136541	VANDERPOOL, RIA	ENTERTAINMENT 12/7/19	COMMUNITY EVENTS	500.00
136542	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	713.00
	WA STATE TREASURER		GENERAL FUND	53,153.62
136543	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	342.93
	WEST PAYMENT CENTER		LEGAL-GENL	384.74
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	384.74
136544	WESTERN EQUIPMENT	HARDWARE	SMALL ENGINE SHOP	353.59
136545	WSP USA INC	PROFESSIONAL SERVICES	GMA - STREET	16,383.70
136546	YAKIMA COUNTY DOC	INMATE HOUSING AND MEDICAL-OCT 2019	DETENTION & CORRECTION	22,584.69

WARRANT TOTAL:

636,881.57

REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 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 November 27, 2019 claims in the amount of \$961,734.63 paid by EFT transactions and Check No.'s 136547 through 136666 with no Check No.'s voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-11

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 **\$961,734.63 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 136547 THROUGH 136666 WITH NO CHECK NO.'S VOIDED**. ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

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

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 11/21/2019 TO 11/27/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
136547	FIRST AMERICAN TITLE	ROW ACQUISITION-4306 109TH PL NE	GMA - STREET	1,432.80
136548	REVENUE, DEPT OF	TAXES-OCT 2019	CITY CLERK	0.04
	REVENUE, DEPT OF		UTILITY CONSTRUCTION	0.85
	REVENUE, DEPT OF		COMMUNITY	1.10
	REVENUE, DEPT OF		BLDING MAINT	35.34
	REVENUE, DEPT OF		RECREATION SERVICES	39.24
	REVENUE, DEPT OF		POLICE ADMINISTRATION	54.63
	REVENUE, DEPT OF		WATER/SEWER OPERATION	117.54
	REVENUE, DEPT OF		GENERAL FUND	277.38
	REVENUE, DEPT OF		GOLF ADMINISTRATION	284.82
	REVENUE, DEPT OF		GMA-PARKS	371.54
	REVENUE, DEPT OF		INFORMATION SERVICES	422.24
	REVENUE, DEPT OF		GOLF COURSE	5,635.79
	REVENUE, DEPT OF		STORM DRAINAGE	6,690.92
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	32,262.79
	REVENUE, DEPT OF		UTIL ADMIN	75,690.33
136549	ALL BATTERY SALES &	HEADLAMPS	ER&R	111.07
136550	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	44.20
136551	AMERICAN CLEANERS	DRY CLEANING	POLICE INVESTIGATION	30.22
	AMERICAN CLEANERS		POLICE PATROL	41.52
	AMERICAN CLEANERS		POLICE ADMINISTRATION	51.04
	AMERICAN CLEANERS		DETENTION & CORRECTION	88.50
	AMERICAN CLEANERS		OFFICE OPERATIONS	118.76
136552	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	72.75
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	107.71
	ARAMARK UNIFORM		OPERA HOUSE	207.11
	ARAMARK UNIFORM		OPERA HOUSE	217.55
136553	ARENDS, DORIS	UB REFUND	WATER/SEWER OPERATION	10.10
136554	ARENDS, DORIS	UB REFUND	WATER/SEWER OPERATION	252.12
136555	BANK OF AMERICA	PARKING	EXECUTIVE ADMIN	30.00
136556	BANK OF AMERICA	ORAL BOARD EXPENSE	POLICE INVESTIGATION	93.35
136557	BANK OF AMERICA	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	169.70
136558	BANK OF AMERICA	INMATE MEDICAL/MEMBERSHIP RENEWAL	POLICE ADMINISTRATION	150.00
	BANK OF AMERICA		DETENTION & CORRECTION	170.19
136559	BANK OF AMERICA	TRAVEL/SUPPLIES	DETENTION & CORRECTION	131.60
	BANK OF AMERICA		OFFICE OPERATIONS	254.80
	BANK OF AMERICA		OFFICE OPERATIONS	261.84
136560	BANK OF AMERICA	TRAINING/OFFICE/MEETING SUPPLIES	EXECUTIVE ADMIN	28.41
	BANK OF AMERICA		EXECUTIVE ADMIN	216.59
	BANK OF AMERICA		EXECUTIVE ADMIN	420.84
136561	BANK OF AMERICA	SPECIAL EVENT SUPPLIES/ ADVERTISING	UTIL ADMIN	59.51
	BANK OF AMERICA		OPERA HOUSE	387.85
	BANK OF AMERICA		OPERA HOUSE	681.14
136562	BANK OF AMERICA	SUPPLIES/REGISTRATION	GENERAL FUND	-49.12
	BANK OF AMERICA		EXECUTIVE ADMIN	817.27
	BANK OF AMERICA		CITY COUNCIL	880.00
136563	BANK OF AMERICA	TRAVEL EXPENSE	POLICE PATROL	2,711.60
136564	BANK OF AMERICA	TRAVEL/CAMERA/IT SUPPLIES/RENEWAL	FINANCE-GENL	19.92
	BANK OF AMERICA		COMPUTER SERVICES	24.96
	BANK OF AMERICA		COMPUTER SERVICES	30.00
	BANK OF AMERICA		UTIL ADMIN	73.79
	BANK OF AMERICA		RECREATION SERVICES	262.44
	BANK OF AMERICA		COMPUTER SERVICES	820.51
	BANK OF AMERICA		COMPUTER SERVICES	1,618.13
	BANK OF AMERICA		DETENTION & CORRECTION	1,666.83
136565	BEAZER, SHAYLA	REFUND CLASS FEES	PARKS-RECREATION	70.00
136566	BENSON, MANDY	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
136567	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	3,274.75
136568	BICKFORD FORD	HOSE ASSEMBLY	EQUIPMENT RENTAL	41.18
	BICKFORD FORD	HARDWARE AND GAS KIT	EQUIPMENT RENTAL	70.00

**CITY OF MARYSVILLE
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136568	BICKFORD FORD	2019 FORD F350 EXT CAB	EQUIPMENT RENTAL	39,935.53
	BICKFORD FORD		EQUIPMENT RENTAL	50,940.28
136569	BJS TOOLS LLC	TOOL SET AND HEX KEY SET	EQUIPMENT RENTAL	111.48
136570	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	81,585.26
136571	BRANOM INSTRUMENT CO	ANNUAL METER VERIFICATION	WATER FILTRATION PLANT	721.38
	BRANOM INSTRUMENT CO		SOURCE OF SUPPLY	721.38
	BRANOM INSTRUMENT CO		SEWER LIFT STATION	721.38
	BRANOM INSTRUMENT CO		WATER RESERVOIRS	721.38
136572	BROOKS, DIANE E	INSTRUCTOR SERVICES	RECREATION SERVICES	180.00
	BROOKS, DIANE E		RECREATION SERVICES	270.00
136573	BSN SPORTS, LLC	BASKETBALLS	RECREATION SERVICES	194.42
136574	CACEK, LEXI	UB REFUND	WATER/SEWER OPERATION	41.29
136575	CAPITAL INDUSTRIES	8 YD DUMPSTERS	SOLID WASTE OPERATIONS	4,704.28
	CAPITAL INDUSTRIES	1 YD DUMPSTERS	SOLID WASTE OPERATIONS	6,978.81
	CAPITAL INDUSTRIES	8 YD DUMPSTERS	SOLID WASTE OPERATIONS	10,504.82
136576	CARRIER, DONALD	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
136577	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	13,675.88
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,992.09
136578	CHAMPION BOLT	RATCHET, WRENCH AND HARDWARE	WASTE WATER TREATMENT	162.35
136579	CODE PUBLISHING	ELEC UPDATE	CITY CLERK	111.28
136580	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	286.24
136581	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	58.99
136582	CORE & MAIN LP	T10 NEPTUNE METERS	WATER SERVICE INSTALL	13,780.72
136583	CUTTING EDGE TRAIN	TRAINING	EXECUTIVE ADMIN	4,900.00
136584	D.K. SYSTEMS, INC.	HVAC MAINTENANCE	SOURCE OF SUPPLY	109.85
	D.K. SYSTEMS, INC.	REPAIR THERMOSTAT	PUBLIC SAFETY BLDG	248.66
	D.K. SYSTEMS, INC.		SEWER MAIN COLLECTION	248.66
	D.K. SYSTEMS, INC.	HVAC MAINTENANCE	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
136585	DAILY JOURNAL OF COM	LEGAL AD	GMA - STREET	533.40
136586	DELL	WIRELESS CARDS	IS REPLACEMENT ACCOUNTS	40.18
136587	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
136588	DIFFERENTIAL NETWORK	LICENSES AND SOFTWARE TRAINING	COMPUTER SERVICES	532.31
	DIFFERENTIAL NETWORK		PARK & RECREATION FAC	986.96
136589	DLT SOLUTIONS	AUTOCAD RENEWAL	WASTE WATER TREATMENT	2,129.78
	DLT SOLUTIONS		STORM DRAINAGE	2,129.78
	DLT SOLUTIONS		SEWER MAIN COLLECTION	2,129.79
136590	DON & KARLA DOTCHIN	UB REFUND	WATER/SEWER OPERATION	84.46
136591	E&E LUMBER	CONNECTORS	PUBLIC SAFETY BLDG	10.79
	E&E LUMBER	SPRAY PAINT	MAINT OF GENL PLANT	20.94
	E&E LUMBER	CAUTION TAPE	PARK & RECREATION FAC	29.36
	E&E LUMBER	SMOKE ALARMS AND EXT CORDS	FACILITY MAINTENANCE	33.56
	E&E LUMBER	FITTINGS	WASTE WATER TREATMENT	35.66
	E&E LUMBER	SMOKE ALARMS AND EXT CORDS	GMA - STREET	37.14
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	40.90
	E&E LUMBER	FINISH BLADE	PARK & RECREATION FAC	48.08
	E&E LUMBER	CORDS, TAP, TESTER AND ADAPTER	WASTE WATER TREATMENT	66.59
	E&E LUMBER	ZIP TIES	PARK & RECREATION FAC	72.35
	E&E LUMBER	GRAFFITI SUPPLIES	ROADWAY MAINTENANCE	104.28
	E&E LUMBER	PULLER BAR AND HAMMER	PARK & RECREATION FAC	109.08
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	231.72

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136591	E&E LUMBER	GOLF BRIDGE REPAIR SUPPLIES	MAINTENANCE	358.76
136592	EARTHCORPS	PEPPERWEED TREATMENT	STORM DRAINAGE	3,307.30
136593	ECONOMIC ALLIANCE	EXPO BOOTH FEES	EXECUTIVE ADMIN	128.56
136594	ELLINGSON, FLOYD	UB REFUND	WATER/SEWER OPERATION	23.10
136595	EVERETT HERALD	SUBSCRIPTION	EXECUTIVE ADMIN	186.00
136596	EVERETT, CITY TREAS	WATER FILTRATION CHARGES	SOURCE OF SUPPLY	172,316.85
136597	FASTENAL COMPANY	FASTENERS AND BITS	PARK & RECREATION FAC	99.28
136598	FIRST AMERICAN TITLE	TITLE REPORT-7528728	GMA-PARKS	384.30
136599	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	60.45
136600	GENERAL EQUIPMENT	65 & 95 GALLON CARTS	GARBAGE	-603.80
	GENERAL EQUIPMENT		SOLID WASTE OPERATIONS	7,096.30
136601	GESSNER, KEVIN	REIMBURSE MEAL	WATER DIST MAINS	10.53
136602	GOVCONNECTION INC	SCANNERS	LEGAL-GENL	943.26
	GOVCONNECTION INC		LEGAL - PROSECUTION	1,886.52
136603	GRAINGER	TRAIN CAR REPAIR	MAINTENANCE	289.52
	GRAINGER	STORAGE RACK	UTIL ADMIN	427.84
136604	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL	40,786.11
136605	GREENSHIELDS	PRY BAR	PARK & RECREATION FAC	105.41
136606	HANNING, DANA & RICH	UB REFUND	WATER/SEWER OPERATION	38.32
136607	HARRINGTON INDUST.	PRICE CORRECTION	WATER QUAL TREATMENT	-854.73
	HARRINGTON INDUST.	UNION CHEM PROLINE	WATER QUAL TREATMENT	505.41
	HARRINGTON INDUST.	VALVES, REDUCERS AND ADAPTERS	WATER QUAL TREATMENT	2,631.10
136608	HARTENIAN, ELISE	WELLNESS EXPENSE	PERSONNEL ADMINISTRATION	240.00
136609	HILL, TABITHA	OPERA HOUSE RENTAL REFUND	PARKS-RENTS & ROYALTIES	210.00
	HILL, TABITHA	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
136610	JOHNSON, TRESA	REFUND RENTAL FEES	PARKS-RECREATION	70.00
136611	JUMPING BEAN LLC	UB REFUND	WATER/SEWER OPERATION	53.08
136612	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	192.00
136613	LOWES HIW INC	KEYPAD	PUBLIC SAFETY BLDG	41.49
	LOWES HIW INC	PLIERS, SANDPAPER, END HEX AND JOINT	WASTE WATER TREATMENT	58.33
136614	MARKWARDT, MICHELLE	UB REFUND	WATER/SEWER OPERATION	248.97
136615	MARYSVILLE PRINTING	BUSINESS CARDS	EXECUTIVE ADMIN	229.36
	MARYSVILLE PRINTING	CASE JACKETS	POLICE PATROL	826.31
136616	MESSERLY, CONNIE	BENEFITS/WELLNESS/DRS SUPPLIES	PERSONNEL ADMINISTRATION	73.36
136617	MIZELL, TARA	SPECIAL EVENT SUPPLIES	OPERA HOUSE	130.81
136618	MOSER, SAMUEL	UB REFUND	WATER/SEWER OPERATION	32.27
136619	MRSC	SMALL WORKS ROSTER FEE	FINANCE-GENL	1,145.00
136620	NAGEL, HAYLEY	REFUND CLASS FEES	PARKS-RECREATION	70.00
136621	NATIONAL BARRICADE	TEMP PAVEMENT TAPE	ROADWAY MAINTENANCE	57.77
136622	NAWELI, STACIE	REFUND CLASS FEES	PARKS-RECREATION	50.00
136623	NC MACHINERY COMPANY	DOZER RENTAL	STORM DRAINAGE	1,451.50
136624	NORTH COAST ELECTRIC	PANEL BULBS	WASTE WATER TREATMENT	73.65
	NORTH COAST ELECTRIC	PANEL, LIGHT AND SWITCH	WATER DIST MAINS	495.79
	NORTH COAST ELECTRIC	POINT CONTROLLER	WATER DIST MAINS	871.66
	NORTH COAST ELECTRIC	PANELS, BRACKETS AND ENCLOSURE	WATER DIST MAINS	1,428.76
136625	NYLUND, DEREK	UB REFUND	WATER/SEWER OPERATION	30.91
136626	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	14.85
	OFFICE DEPOT		COMPUTER SERVICES	16.09
	OFFICE DEPOT		UTIL ADMIN	17.48
	OFFICE DEPOT		COMPUTER SERVICES	32.95
	OFFICE DEPOT		COMPUTER SERVICES	41.42
	OFFICE DEPOT		UTIL ADMIN	77.01
	OFFICE DEPOT		POLICE INVESTIGATION	100.38
	OFFICE DEPOT		POLICE PATROL	109.47
	OFFICE DEPOT		COMPUTER SERVICES	152.99
	OFFICE DEPOT		POLICE PATROL	186.79
	OFFICE DEPOT		EXECUTIVE ADMIN	265.58
	OFFICE DEPOT		OFFICE OPERATIONS	300.52
136627	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	3,990.60
136628	PARKERSON, PAYTON	UB REFUND	WATER/SEWER OPERATION	67.86
136629	PART WORKS INC, THE	CHECK REPAIR KITS	SOURCE OF SUPPLY	241.70

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136630	PARTSMASTER	SPRING ASSORTMENT	EQUIPMENT RENTAL	288.43
136631	PETEK, MICHAEL	REIMBURSE MEAL	WATER DIST MAINS	14.08
136632	PETROCARD SYSTEMS	FUEL CONSUMED	SMALL ENGINE SHOP	42.63
	PETROCARD SYSTEMS		COMPUTER SERVICES	54.60
	PETROCARD SYSTEMS		STORM DRAINAGE	79.02
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	82.19
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	187.06
	PETROCARD SYSTEMS		COMMUNITY	498.35
	PETROCARD SYSTEMS		PARK & RECREATION FAC	915.29
	PETROCARD SYSTEMS		GENERAL	3,757.14
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	5,556.44
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,692.45
	PETROCARD SYSTEMS		POLICE PATROL	9,384.72
136633	PETTY CASH- POLICE	OFFICE SUPPLIES	DETENTION & CORRECTION	50.81
136634	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	31.58
	PGC INTERBAY LLC		PRO-SHOP	39.50
	PGC INTERBAY LLC		PRO-SHOP	94.75
	PGC INTERBAY LLC		PRO-SHOP	103.75
	PGC INTERBAY LLC		PRO-SHOP	107.38
	PGC INTERBAY LLC		PRO-SHOP	187.50
	PGC INTERBAY LLC		MAINTENANCE	201.42
	PGC INTERBAY LLC		PRO-SHOP	625.00
	PGC INTERBAY LLC		PRO-SHOP	769.52
	PGC INTERBAY LLC		PRO-SHOP	892.17
	PGC INTERBAY LLC		MAINTENANCE	1,639.17
	PGC INTERBAY LLC		GOLF COURSE	1,879.00
	PGC INTERBAY LLC		MAINTENANCE	2,886.39
136635	PIKE, TRAVIS	REIMBURSE TRAINING EXPENSE/MILEAGE	TRAINING	173.40
136636	POTTER, BRENT	REIMBURSE MEALS	WATER DIST MAINS	18.61
	POTTER, BRENT	REIMBURSE TRAINING EXPENSE	WATER RESERVOIRS	45.44
	POTTER, BRENT	REIMBURSE TESTING FEES	WATER DIST MAINS	188.74
136637	PUBLIC SAFETY TESTIN	TESTING FEES	POLICE PATROL	330.00
136638	PUD	ACCT #205136245	SEWER LIFT STATION	15.90
	PUD	ACCT #202461034	UTIL ADMIN	16.20
	PUD	ACCT #202031134	PUMPING PLANT	17.17
	PUD	ACCT #203569751	STORM DRAINAGE	25.53
	PUD	ACCT #202368544	TRANSPORTATION	51.39
	PUD	ACCT #203430897	STREET LIGHTING	54.83
	PUD	ACCT #202368551	PARK & RECREATION FAC	103.02
	PUD	ACCT #202000329	PARK & RECREATION FAC	151.90
	PUD	ACCT #201225067	PARK & RECREATION FAC	170.26
	PUD	ACCT #200625382	SEWER LIFT STATION	260.60
	PUD	ACCT #201021698	PARK & RECREATION FAC	268.50
	PUD	ACCT #201021607	PARK & RECREATION FAC	281.59
	PUD	ACCT #220824148	WASTE WATER TREATMENT	586.69
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,404.98
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,111.37
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	3,295.56
	PUD	ACCT #201577921	PUMPING PLANT	4,283.23
	PUD	ACCT #202075008	WASTE WATER TREATMENT	6,082.27
	PUD	ACCT #201420635	WASTE WATER TREATMENT	10,690.51
	PUD	ACCT #201721180	WASTE WATER TREATMENT	19,843.38
136639	ROSE, DIANA	REIMBURSE MILEAGE/WELLNESS EXPENSE	EXECUTIVE ADMIN	239.55
136640	ROSEMOUNT ANALYTICAL	MISC SENSORS	WATER FILTRATION PLANT	1,624.58
	ROSEMOUNT ANALYTICAL		SUNNYSIDE FILTRATION	1,624.58
136641	SAFEWAY INC.	MEETING SUPPLIES	UTIL ADMIN	9.98
136642	SAFEWAY INC.	MEETING/CERT/TRAINING SUPPLIES	EXECUTIVE ADMIN	53.95
	SAFEWAY INC.		EXECUTIVE ADMIN	154.92
136643	SAFEWAY INC.	INMATE SUPPLIES	DETENTION & CORRECTION	256.78
136644	SAFEWAY INC.	SPECIAL EVENT/PARKS SUPPLIES	RECREATION SERVICES	51.87
	SAFEWAY INC.		OPERA HOUSE	280.84

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136645	SAFEWAY INC. SAFEWAY INC.	MEETING SUPPLIES	POLICE PATROL	139.65
136646	SCIENTIFIC SUPPLY	ACTIFLO PILOT SUPPLIES	OPERA HOUSE	201.39
136647	SEATTLE TIMES, THE	SUBSCRIPTION-ACCT #60344419	SEWER CAPITAL PROJECTS	385.83
136648	SHANKS, KENNETH SHANKS, KENNETH	UB REFUND	EXECUTIVE ADMIN	118.30
136649	SMITH, DONALD G & DO		WATER/SEWER OPERATION	87.08
136650	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	GARBAGE	320.06
136651	SOLORIO, CARLOS	UB REFUND	WATER/SEWER OPERATION	69.73
136652	SOUND PUBLISHING	LEGAL AD	SOLID WASTE OPERATIONS	165,990.00
136653	SOUND PUBLISHING	EMPLOYMENT ADS	WATER/SEWER OPERATION	183.77
136654	SOUND SAFETY SOUND SAFETY SOUND SAFETY SOUND SAFETY	TAX CREDIT GLOVES RAIN GEAR	GMA - STREET	295.79
136655	STAPLES	OFFICE SUPPLIES	UTIL ADMIN	598.00
136656	STRATEGIES 360 STRATEGIES 360 STRATEGIES 360	PROFESSIONAL SERVICES	COMMUNITY	-0.81
136657	TECHPOWER SOLUTIONS	PRINTER	PARK & RECREATION FAC	97.24
136658	THOMPSON, ROBBIE	UB REFUND	PARK & RECREATION FAC	153.16
136659	TRAFFIC SAFETY SUPPL TRAFFIC SAFETY SUPPL	TRAFFIC SIGNS, FLAGS W/BRACING	PARK & RECREATION FAC	153.16
136660	UNITED PARCEL SERVIC	SHIPPING EXPENSE	PARK & RECREATION FAC	111.52
136661	UNITED RENTALS	RENTAL OF TANK	GENERAL	1,050.00
136662	VEOLIA WATER TECHNOL	TRAILER RENTAL	WASTE WATER TREATMENT	1,050.00
136663	WATERSHED, INC	UNIFORM-BLAKE	UTIL ADMIN	1,400.00
136664	WESTERN TRUCK WESTERN TRUCK WESTERN TRUCK	AIR CANS IGNITION KEYS DIAGNOSE AND REPAIR #J042	IS REPLACEMENT ACCOUNTS	262.31
136665	WILLDAN FINANCIAL	ARBITRAGE REBATE SERVICE-LID 71	WATER/SEWER OPERATION	11.43
136666	ZIONS BANK ZIONS BANK ZIONS BANK ZIONS BANK	CUSTODIAN/SAFEKEEPING	STORM DRAINAGE	1,143.93
			SEWER MAIN COLLECTION	1,143.93
			POLICE PATROL	84.35
			SEWER CAPITAL PROJECTS	1,552.25
			SEWER CAPITAL PROJECTS	38,255.00
			POLICE PATROL	440.06
			ER&R	130.25
			EQUIPMENT RENTAL	734.71
			EQUIPMENT RENTAL	1,149.79
			INTEREST & OTHER DEBT	2,500.00
			FINANCE-GENL	230.00
			CAPITAL EXPENDITURES	230.00
			GMA - STREET	230.00
			ENTERPRISE D/S	230.00
WARRANT TOTAL:				<u>961,734.63</u>

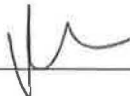
REASON FOR VOIDS:

- INITIATOR ERROR
- CHECK LOST/DAMAGED
- UNCLAIMED PROPERTY

Index #5

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM:											
Contract Award – Alder Avenue Sidewalks											
PREPARED BY:	DIRECTOR APPROVAL: JL										
Kyle Woods, Project Engineer											
DEPARTMENT:											
Engineering											
ATTACHMENTS:											
Vicinity Map Bid Tab											
BUDGET CODE:	AMOUNT:										
30500030.563000.TB802	\$168,553.50										
SUMMARY:											
<p>The work of this contract involves the construction of concrete sidewalks, including concrete curb, gutter, and sidewalk, along with associated storm facilities, asphalt paving, street signage, and channelization. This work will occur on Alder Avenue from 3rd Street to 4th Street.</p> <p>This project is funded in part by the Community Development Block Grant.</p> <p>The project was advertised for a November 12, 2019 bid opening. The City received 9 bids. The low bidder was Welwest Construction at \$155,553.50. The engineer's estimate is \$177,520.53. References have been checked and found to be satisfactory.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total Bid:</td> <td style="text-align: right;">\$153,553.50</td> </tr> <tr> <td><u>Management Reserve:</u></td> <td style="text-align: right;"><u>\$15,000.00</u></td> </tr> <tr> <td>Total Construction:</td> <td style="text-align: right;">\$168,553.50</td> </tr> <tr> <td> Community Development Block Grant Funds</td> <td style="text-align: right;"> \$136,000.00</td> </tr> <tr> <td> Total Cost to City – Funded by the Transportation Benefit District</td> <td style="text-align: right;"> \$32,553.50</td> </tr> </table>		Total Bid:	\$153,553.50	<u>Management Reserve:</u>	<u>\$15,000.00</u>	Total Construction:	\$168,553.50	 Community Development Block Grant Funds	 \$136,000.00	 Total Cost to City – Funded by the Transportation Benefit District	 \$32,553.50
Total Bid:	\$153,553.50										
<u>Management Reserve:</u>	<u>\$15,000.00</u>										
Total Construction:	\$168,553.50										
 Community Development Block Grant Funds	 \$136,000.00										
 Total Cost to City – Funded by the Transportation Benefit District	 \$32,553.50										

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Alder Avenue Sidewalks contract with Welwest Construction in the amount of \$153,553.50, and approve a management reserve of \$15,000.00 for a total allocation of \$168,553.50.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Alder Avenue Sidewalks contract with Welwest Construction in the amount of \$153,553.50, and approve a management reserve of \$15,000.00 for a total allocation of \$168,553.50.



City of Marysville

Points




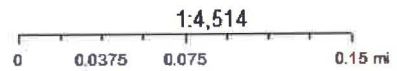
Override 1



Parcels

ROWS

-  MUNICIPALITY
-  PRIVATE
-  RAILROAD
-  SNOHOMISH COUNTY
-  STATE OF WASHINGTON



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



Alder Sidewalk Improvements (3rd to 4th)

			Welwest Construction Inc.		Oceanside Construction, Inc.		SRV Construction, INC		R.R.J. COMPANY, L.L.C.		Simmons & Sons Contracting	
SPEC	ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE
1-04.4	1	Minor Change	1	EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1-05.5	2	roadway Surveying	1	LS	\$2,500.00	\$2,500.00	\$2,900.00	\$2,900.00	\$3,400.00	\$3,400.00	\$2,375.00	\$2,375.00
1-05.18	3	Record Drawings (Min Bid \$750)	1	LS	\$750.00	\$750.00	\$800.00	\$800.00	\$750.00	\$750.00	\$750.00	\$750.00
1-07.15	4	SPCC Plan	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$100.00	\$100.00
1-09.7	5	Mobilization	1	LS	\$13,081.52	\$13,081.52	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$12,000.00	\$12,000.00
1-10.5	6	Project Temporary Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$15,200.00	\$15,200.00	\$3,000.00	\$3,000.00
2-01.5	7	Clearing and Grubbing	1	LS	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$4,650.00	\$4,650.00
2-02.5	8	Removal of Structures and Obstructions	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$260.00	\$260.00	\$2,850.00	\$2,850.00
2-02.5	9	Sawcut	684	LF	\$3.50	\$2,394.00	\$3.00	\$2,052.00	\$2.75	\$1,881.00	\$2.25	\$1,549.00
2-02.5	10	Removal of Curb and Gutter	227	LF	\$5.00	\$1,135.00	\$10.00	\$2,270.00	\$7.50	\$1,702.50	\$5.00	\$1,135.00
2-02.5	11	Removal of Sidewalk	80	SY	\$9.00	\$718.00	\$20.00	\$1,600.00	\$30.00	\$2,400.00	\$14.00	\$1,120.00
2-02.5	12	Removal of Asphalt	65	SY	\$9.00	\$581.94	\$12.00	\$780.00	\$35.00	\$2,275.00	\$12.00	\$780.00
2-03.5	13	Roadway Excavation Incl. Haul	194	CY	\$35.00	\$6,797.78	\$30.00	\$5,820.00	\$27.00	\$5,238.00	\$80.50	\$15,717.00
2-03.5	14	Unstable Foundation Excavation Incl. Haul	10	CY	\$65.00	\$650.00	\$40.00	\$400.00	\$30.00	\$300.00	\$70.00	\$700.00
2-09.5	15	Shoring	1	LS	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$200.00	\$200.00	\$1.00	\$1.00
4-04.5	16	Crushed Surfacing Base Course	97	TON	\$30.00	\$2,907.80	\$35.00	\$3,395.00	\$20.00	\$1,940.00	\$46.00	\$4,522.00
4-04.5	17	Crushed Surfacing Top Course	117	TON	\$30.00	\$3,516.97	\$35.00	\$4,095.00	\$21.00	\$2,457.00	\$38.00	\$4,563.00
5-04.5	18	HMA CL. 1/2", PG 64-22	126	TON	\$150.00	\$18,843.00	\$175.00	\$21,050.00	\$160.00	\$20,160.00	\$203.00	\$25,578.00
5-04.5	19	Planning Bituminous Pavement	115	SY	\$8.00	\$920.00	\$50.00	\$5,750.00	\$43.00	\$4,945.00	\$23.40	\$2,714.00
7-05.5	20	Catch Basin Type 1	4	EA	\$1,700.00	\$6,800.00	\$1,300.00	\$5,200.00	\$1,600.00	\$6,400.00	\$1,530.00	\$6,120.00
7-05.5	21	Connection to Drainage Structure	5	EA	\$800.00	\$4,000.00	\$600.00	\$3,000.00	\$130.00	\$650.00	\$450.00	\$2,250.00
7-05.5	22	Adjust Manhole Lid	2	EA	\$500.00	\$1,000.00	\$400.00	\$800.00	\$250.00	\$500.00	\$740.00	\$1,480.00
8-01.5	23	Adjust Catch Basin	3	EA	\$500.00	\$1,500.00	\$400.00	\$1,200.00	\$50.00	\$150.00	\$675.00	\$2,025.00
8-01.5	24	Erosion/Water Pollution Control	1	LS	\$1,250.00	\$1,250.00	\$2,000.00	\$2,000.00	\$200.00	\$200.00	\$1,700.00	\$1,700.00
8-02.5	25	Topsoil Type A	32	CY	\$50.00	\$1,600.63	\$50.00	\$1,600.00	\$67.00	\$1,984.00	\$68.00	\$2,176.00
8-02.5	26	Hydroseed	133	SY	\$10.00	\$1,325.56	\$7.00	\$931.00	\$8.63	\$1,147.79	\$13.00	\$1,729.00
8-02.5	27	Property Restoration	1	FA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
8-04.5	28	Cement Conc. Traffic Curb and Gutter	589	LF	\$40.00	\$23,560.00	\$29.00	\$17,081.00	\$35.00	\$20,615.00	\$19.50	\$11,587.50
8-06.5	29	Cement Conc. Driveway Entrance	137	SY	\$80.00	\$10,968.89	\$58.00	\$7,946.00	\$75.00	\$10,275.00	\$70.50	\$9,658.50
8-14.5	30	Cement Concrete Sidewalk	298	SY	\$65.00	\$19,384.44	\$52.00	\$15,496.00	\$58.00	\$17,284.00	\$62.00	\$18,476.00
8-14.5	31	Cement Conc. Sidewalk Ramp Type Perpendicular A	2	EA	\$2,300.00	\$4,600.00	\$1,700.00	\$3,400.00	\$1,600.00	\$3,200.00	\$1,660.00	\$3,320.00
8-18.5	32	Mailbox Support, Type 1	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$200.00	\$200.00	\$300.00	\$300.00
8-21.5	33	Permanent Signage	1	LS	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$900.00	\$900.00
8-22.5	34	Paint Line	445	LF	\$2.00	\$890.00	\$3.50	\$1,557.50	\$3.00	\$1,335.00	\$2.40	\$1,056.00
8-22.5	35	Plastic Stop Line	11	LF	\$27.00	\$297.00	\$28.00	\$308.00	\$28.00	\$308.00	\$28.00	\$308.00
8-22.5	36	Removing Paint Line	492	LF	\$2.00	\$984.00	\$3.50	\$1,722.00	\$2.50	\$1,230.00	\$2.50	\$1,230.00
8-22.5	37	Removing Plastic Stop Line	12	LF	\$5.00	\$60.00	\$25.00	\$300.00	\$23.00	\$276.00	\$22.50	\$270.00
8-26.5	38	Prefabricated Wheelchair Ramp	1	LS	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$2,700.00	\$2,700.00	\$4,060.00	\$4,060.00
		Subtotal				\$177,520.53		\$153,553.50		\$157,363.29		\$164,305.00
		TOTAL				\$177,520.53		\$153,553.50		\$157,363.29		\$164,305.00





Alder Sidewalk Improvements (3rd to 4th)

Engineer's Estimate Kamins Construction The Land Design Co. Green Slate Landscaping, Inc. NPM Construction Co. A&M Contractors, LLC


Table with 16 columns: SPEC, I/TLM, DESCRIPTION, QUANTITY, UNITS, UNIT PRICES, TOTAL PRICE, and columns for each contractor. Includes a handwritten signature and official seal on the bottom left.

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM: Contract Award – State Avenue (100 th Street NE to 104 th Street NE) Corridor Improvement Project													
PREPARED BY: Patrick Gruenhagen, Project Manager	DIRECTOR APPROVAL: 												
DEPARTMENT: Engineering													
ATTACHMENTS: Certified Bid Tabulation, Vicinity Map													
BUDGET CODE: 30500030.563000 R-1601	AMOUNT: \$12,268,403.08												
SUMMARY:													
<p>The State Avenue (100th Street NE to 104th Street NE) Corridor Improvement Project includes roadway improvements to widen State Avenue to a 5-lane cross section, including street lighting, upgraded signal systems, pedestrian improvements, enclosed storm-drainage and storm-water treatment systems, undergrounding of unsightly above-ground utilities, habitat restoration, and construction of a new bridge over Quilceda Creek.</p> <p>Bids for the project were received on November 14, 2019, and publicly read aloud. A total of five (5) bid proposals were received. The low bidder was Strider Construction Company, with a bid of \$11,768,403.08 including Washington State Sales Tax (WSST). By contrast, the Engineer's Estimate for the project is \$10.2 Million including WSST.</p> <p>Staff have checked the references listed for the apparent low, responsive bidder, Strider Construction Company, received satisfactory comments, and thereby determined that Strider Construction Company is in fact a responsible bidder. Staff therefore recommends Award to the apparent low bidder, Strider Construction Company, in the amount of \$11,768,403.08 including WSST. Staff also recommends that Council authorize a \$500,000.00 Management Reserve, which would allow the City to react swiftly and decisively in managing unanticipated changes that may arise during construction.</p>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Contract Bid (Includes 9.3% Sales Tax):</td> <td style="text-align: right;">\$11,768,403.08</td> </tr> <tr> <td><u>Management Reserve:</u></td> <td style="text-align: right;"><u>\$500,000.00</u></td> </tr> <tr> <td>Total Construction Allocation:</td> <td style="text-align: right;">\$12,268,403.08</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td><u>Transportation Improvement Board Grant (construction):</u></td> <td style="text-align: right;"><u>\$5,000,000.00</u></td> </tr> <tr> <td>Total Cost to City:</td> <td style="text-align: right;">\$7,268,403.08</td> </tr> </table>		Contract Bid (Includes 9.3% Sales Tax):	\$11,768,403.08	<u>Management Reserve:</u>	<u>\$500,000.00</u>	Total Construction Allocation:	\$12,268,403.08			<u>Transportation Improvement Board Grant (construction):</u>	<u>\$5,000,000.00</u>	Total Cost to City:	\$7,268,403.08
Contract Bid (Includes 9.3% Sales Tax):	\$11,768,403.08												
<u>Management Reserve:</u>	<u>\$500,000.00</u>												
Total Construction Allocation:	\$12,268,403.08												
<u>Transportation Improvement Board Grant (construction):</u>	<u>\$5,000,000.00</u>												
Total Cost to City:	\$7,268,403.08												
RECOMMENDED ACTION:													
<p>Staff recommends that Council authorize the Mayor to award the bid for the State Avenue (100th Street NE to 104th Street NE) Corridor Improvement Project to Strider Construction Company in the amount of \$11,768,403.08 including Washington State Sales Tax and approve a \$500,000.00 Management Reserve, for a total allocation of \$12,268,403.08.</p>													
RECOMMENDED MOTION:													
<p>I move to authorize the Mayor to award the bid for the State Avenue (100th Street NE to 104th Street NE) Corridor Improvement Project to Strider Construction Company in the amount of \$11,768,403.08 including Washington State Sales Tax and approve a \$500,000.00 Management Reserve of, for a total allocation of \$12,268,403.08.</p>													

ITEM NO.	ITEM	QUANTITY	UNIT	Engineer's Estimate		Strider		Scarsella		Marshbank		Interwest		Highmark Concrete	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
C329	GATE VALVE 12 IN.	10	EA	\$ 1,800.00	\$ 18,000.00	\$ 2,500.00	\$ 25,000.00	\$ 3,360.00	\$ 33,600.00	\$ 2,200.00	\$ 22,000.00	\$ 2,300.00	\$ 23,000.00	\$ 6,400.00	\$ 64,000.00
C330	BUTTERFLY VALVE 24 IN.	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 8,800.00	\$ 8,800.00	\$ 12,007.50	\$ 12,007.50	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,220.00	\$ 10,220.00
C331	TAPPING SLEEVE AND VALVE ASSEMBLY 18 IN.	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 48,000.00	\$ 48,000.00	\$ 43,000.00	\$ 43,000.00	\$ 43,250.00	\$ 43,250.00
C332	COMBO AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN. DIAM.	2	EA	\$ 3,800.00	\$ 7,600.00	\$ 4,000.00	\$ 8,000.00	\$ 6,800.00	\$ 13,600.00	\$ 3,200.00	\$ 6,400.00	\$ 3,300.00	\$ 6,600.00	\$ 5,220.00	\$ 10,440.00
C333	ADJUST VALVE BOX	5	EA	\$ 300.00	\$ 1,500.00	\$ 200.00	\$ 1,000.00	\$ 500.00	\$ 2,500.00	\$ 600.00	\$ 3,000.00	\$ 450.00	\$ 2,250.00	\$ 475.00	\$ 2,375.00
C334	VALVE EXTENSION	17	EA	\$ 200.00	\$ 3,400.00	\$ 250.00	\$ 4,250.00	\$ 292.00	\$ 4,964.00	\$ 1,000.00	\$ 17,000.00	\$ 330.00	\$ 5,610.00	\$ 185.00	\$ 3,145.00
C335	HYDRANT ASSEMBLY	3	EA	\$ 4,000.00	\$ 12,000.00	\$ 6,000.00	\$ 18,000.00	\$ 5,550.00	\$ 16,650.00	\$ 6,400.00	\$ 19,200.00	\$ 5,500.00	\$ 16,500.00	\$ 7,135.00	\$ 21,405.00
C336	SERVICE CONNECTION 5/8 IN. DIAM. (WATER METER)	5	EA	\$ 5,000.00	\$ 25,000.00	\$ 1,300.00	\$ 6,500.00	\$ 2,550.00	\$ 12,750.00	\$ 2,100.00	\$ 10,500.00	\$ 1,500.00	\$ 7,500.00	\$ 1,850.00	\$ 9,250.00
C337	SERVICE CONNECTION 1 IN. DIAM. (WATER METER)	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 1,750.00	\$ 3,500.00	\$ 2,920.00	\$ 5,840.00	\$ 2,400.00	\$ 4,800.00	\$ 2,750.00	\$ 5,500.00	\$ 2,470.00	\$ 4,940.00
C338	SERVICE CONNECTION 1-1/2 IN. DIAM. (DOUBLE WATER METER)	1	EA	\$ 8,500.00	\$ 8,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,400.00	\$ 3,400.00	\$ 4,600.00	\$ 4,600.00	\$ 2,920.00	\$ 2,920.00
C339	TESTING SEWER PIPE	890	LF	\$ 3.00	\$ 2,670.00	\$ 7.00	\$ 6,230.00	\$ 4.00	\$ 3,560.00	\$ 11.00	\$ 9,790.00	\$ 7.00	\$ 6,230.00	\$ 7.30	\$ 6,497.00
C340	PVC SANITARY SEWER PIPE 6 IN. DIAM.	70	LF	\$ 50.00	\$ 3,500.00	\$ 35.00	\$ 2,450.00	\$ 70.00	\$ 4,900.00	\$ 100.00	\$ 7,000.00	\$ 62.00	\$ 4,340.00	\$ 72.00	\$ 5,040.00
C341	PVC SANITARY SEWER PIPE 18 IN. DIAM.	80	LF	\$ 90.00	\$ 7,200.00	\$ 94.00	\$ 7,520.00	\$ 95.50	\$ 7,640.00	\$ 130.00	\$ 10,400.00	\$ 100.00	\$ 8,000.00	\$ 129.00	\$ 10,320.00
C342	PVC SANITARY SEWER PIPE 24 IN. DIAM.	620	LF	\$ 110.00	\$ 68,200.00	\$ 210.00	\$ 130,200.00	\$ 115.00	\$ 71,300.00	\$ 90.00	\$ 55,800.00	\$ 150.00	\$ 93,000.00	\$ 241.50	\$ 149,730.00
C343	DUCTILE IRON SANITARY SEWER PIPE 24 IN. DIAM.	190	LF	\$ 220.00	\$ 41,800.00	\$ 600.00	\$ 114,000.00	\$ 655.00	\$ 124,450.00	\$ 850.00	\$ 161,500.00	\$ 650.00	\$ 123,500.00	\$ 859.50	\$ 163,305.00
C344	MANHOLE 72 IN. DIAM. TYPE 1 SANITARY SEWER	7	EA	\$ 7,500.00	\$ 52,500.00	\$ 12,500.00	\$ 87,500.00	\$ 9,406.50	\$ 65,845.50	\$ 7,500.00	\$ 52,500.00	\$ 6,600.00	\$ 46,200.00	\$ 7,640.00	\$ 53,480.00
C345	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM	9	LF	\$ 300.00	\$ 2,700.00	\$ 450.00	\$ 4,050.00	\$ 236.50	\$ 2,128.50	\$ 135.00	\$ 1,215.00	\$ 300.00	\$ 2,700.00	\$ 300.00	\$ 2,700.00
C346	EROSION/WATER POLLUTION CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00
1	Construction Subtotal for Schedule "A"				\$ 9,131,053.45		\$ 10,334,868.00		\$ 10,736,983.11		\$ 10,888,001.50		\$ 11,710,341.50		\$ 11,933,528.50
2	Construction Subtotal for Schedule "B"				\$ 333,342.45		\$ 297,060.00		\$ 260,214.06		\$ 566,327.00		\$ 406,124.00		\$ 391,543.80
3	Sales Tax Schedule "B"			9.30%	\$ 31,000.85	9.30%	\$ 27,626.58	9.30%	\$ 24,199.91	9.30%	\$ 52,668.41	9.30%	\$ 37,769.53	9.30%	\$ 36,413.57
4	Construction Subtotal for Schedule "B" w/Tax				\$ 364,343.30		\$ 324,686.58		\$ 284,413.97		\$ 618,995.41		\$ 443,893.53		\$ 427,957.37
5	Construction Subtotal for Schedule "C"				\$ 838,029.35		\$ 1,014,500.00		\$ 958,446.55		\$ 1,302,005.00		\$ 1,096,909.00		\$ 1,367,471.00
6	Sales Tax Schedule "C"			9.30%	\$ 77,936.73	9.30%	\$ 94,348.50	9.30%	\$ 89,135.53	9.30%	\$ 121,086.47	9.30%	\$ 102,012.54	9.30%	\$ 129,034.80
7	Construction Subtotal for Schedule "C" w/Tax				\$ 915,966.08		\$ 1,108,848.50		\$ 1,047,582.08		\$ 1,423,091.47		\$ 1,198,921.54		\$ 1,516,505.80
TOTAL					\$ 10,411,362.83		\$ 11,768,403.08		\$ 12,068,979.16		\$ 12,930,088.38		\$ 13,353,156.57		\$ 13,877,991.68



We hereby certify that this bid tabulation represents all bids received and that all calculations have been checked and are correct. (notwithstanding math corrections made, as noted by highlighted entries)



Index #8

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 2, 2019

AGENDA ITEM: Ordinance amending Chapter 7.08 MMC	
PREPARED BY: John Nield, Financial Operations Manager & JR Myers Solid Waste/Support Services Supervisor	DIRECTOR APPROVAL:
DEPARTMENT: Finance	
ATTACHMENTS: Draft Ordinance	
BUDGET CODE:	AMOUNT:

SUMMARY:

To update Section 7.08 of the Marysville Municipal Code relating to sanitation as follows:

Section 7.08.031 adding language to allow for a monthly rate for a 2nd residential recycling cart.

MMC 7.08.060 updating where excess refuse tags are available for purchase and removing outdated solid waste cart sizes.

MMC 7.08.065 adding language to provide a safer access option for collection by allowing for the exchange of a dumpster with totters and billed at the dumpster rate when it is determined by the Public Works Director or designee.

MMC 7.08.090 adding language to acknowledge once a month collection of refuse.

MMC 7.08.115 providing consistent eligibility language with other City provided-utilities for low income senior citizen and low income disabled citizen.

RECOMMENDED ACTION: Staff recommends that City Council adopt an Ordinance of the City of Marysville Amending Chapter 7.08 of the Marysville Municipal Code.

RECOMMENDED MOTION: I move to approve Ordinance No. _____ amending Chapter 7.08 of the Marysville Municipal Code.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING CHAPTER 7.08 OF THE MUNICIPAL CODE.**

WHEREAS, Chapter 7.08 MMC regulates the removal, collection, and disposal of garbage; and

WHEREAS, certain commercial establishments have dumpsters positioned at locations that are difficult to access, and access could result in property damage to the City or the property owner; and

WHEREAS, providing solid waste collection services through the use of wheeled residential containers would alleviate safety concerns at these commercial establishments; and

WHEREAS, there is currently not an option in the municipal code for residential customers to utilize a second recycling container; and

WHEREAS, changes in conditions in the City and changes to the municipal code have rendered certain provisions of Chapter 7.08 to be outdated; and

WHEREAS, it is appropriate to amend the municipal code in response to changes in state law or conditions in the City; and

WHEREAS, past amendments to the municipal code have resulted in provisions which are not consistent; and

WHEREAS, public health, safety, and welfare benefits from periodic updates to the municipal code.

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

SECTION 1. Section 7.08.031 of the municipal code is amended as set forth in Exhibit A.

SECTION 2. Section 7.08.060 of the municipal code is amended as set forth in Exhibit B.

SECTION 3. Section 7.08.065 of the municipal code is amended as set forth in Exhibit C.

SECTION 4. Section 7.08.090 of the municipal code is amended as set forth in Exhibit D.

SECTION 5. Section 7.08.115 of the municipal code is amended as set forth in Exhibit E.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 7. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's error or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 8. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

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

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

7.08.031 Compulsory recyclable collection service.

(1) The owner and occupant of all residential premises within the city shall be required to use the curbside collection service for recyclable refuse provided by the city's contractor, and shall be required to comply with all regulations and rate schedules relating to the same as specified in this chapter; provided, that this section shall not apply to properties which are located in newly annexed areas of the city temporarily covered by a franchise granted by the city to a private disposal company.

(2) Customers have the option to utilize a second recyclable refuse container for curbside collection, and will be charged a monthly collection charge of \$4.79 for the additional container.

EXHIBIT B

7.08.060 Receptacles required – Specifications and use.

(1) It shall be the duty of every person who owns, occupies or controls any dwelling unit, business premises, manufacturing establishment, school, church or other place where garbage and refuse is created or accumulated, to at all times keep or cause to be kept portable containers for the deposit therein of garbage and refuse, and to deposit or cause to be deposited the same therein. In the case of rental units it shall be the responsibility of the owner of the premises to supply the tenants with garbage containers meeting the specifications of this section.

(2) All garbage containers issued by the city shall remain the property of the city.

(3) All garbage containers shall be watertight and shall be kept in a sanitary condition with the outsides thereof clean and free from accumulated grease and decomposing material.

(4) "Excess refuse" must be either in a container that is watertight, of not more than 30-gallon capacity, having two handles at the sides thereof and tight-fitting lids not exceeding 60 pounds in weight when loaded, with a prepaid excess refuse tag attached; or in a heavy-duty 30-gallon garbage bag with the opening adequately secured shut and a prepaid excess refuse tag affixed thereto. The bag must be able to be picked up by the top without loss of contents. Refuse in boxes, paper bags or small grocery bags will not be accepted. Excess refuse without a prepaid tag attached will not be picked up.

"Excess refuse" tags will be available for customers to purchase at the City Hall and at the [Public Works Building Jennings Park Office](#). The city may also arrange for certain retail stores within the corporate limits of the city to sell tags.

(5) Upon request, bulk containers for garbage and refuse will be supplied by the city. Such containers shall be located on concrete pads constructed at grade level to the following specifications:

- (a) For bulk containers one to two yards in size the pads shall be five feet by eight feet.
- (b) For bulk containers three to six yards in size the pads shall be eight feet by eight feet.
- (c) For bulk containers eight yards in size the pads shall be eleven feet by eleven feet.

(6) Bulk containers shall be located so that they are accessible to garbage trucks or may be rolled out on a hard surface. Any roll-out in excess of 20 feet shall be charged an extra fee pursuant to the rate schedule.

(7) Exemptions to required use of city-owned carts (~~20, 35, 65, 90-gallon~~) shall be considered on a case-by-case basis. The customer shall be required to provide the city with justification of substantial hardship if the city were to impose the required use of city-owned carts. Final determination shall be at the discretion of the city.

(8) The user of any city-owned container shall exercise reasonable care of the same. Repairs or cleaning which are necessitated by reason of neglect or abuse shall be charged to the user. The user shall be responsible to notify the utility department if container repairs are needed. Failure to do so may be considered as abuse.

EXHIBIT C

7.08.065 Accessibility of containers.

(1) Within but no sooner than 24 hours of the time of collection, it shall be the duty of each garbage customer to place all garbage containers, excess garbage containers, recycling carts and yard waste collection carts in an accessible place abutting the street or alley used by the city garbage trucks to service the subject property.

(a) The garbage containers, excess garbage containers, and carts shall be situated at the edge of the public right-of-way, or at the curblin if such exists.

(b) Place all carts with lids opening toward roadway.

(c) Maintain at least two feet of clearance between each cart, can, or container.

(2) Arrangements may be made for special collection sites for handicapped persons, multiple-family complexes, and commercial and industrial customers. Special collection procedures that involve “additional” or “extra” service may be charged for such service per MMC [7.08.120](#), Special services performed by city – Owner’s cost.

(3) On the day of collection, garbage containers or other receptacles shall be removed by the customer from inaccessible places or underground storage. In the event that any garbage container or other receptacle is inaccessible to the collector, the city shall refuse collection service. Such refusal shall not relieve the customer of the obligation to pay the regular service fee. If the customer wishes to schedule the garbage container or other receptacle to be emptied which was refused service because of inaccessibility, the customer shall be billed an amount equal to an extra pick-up commensurate with their current level of service, as noted in MMC [7.08.110](#), Rate schedule. This does not relieve the customer of the obligation to pay the regular service fee.

(4) On the day of collection, after the garbage is collected it shall be the duty of each garbage customer to remove all garbage containers from the accessible place abutting the street or alley as referenced in subsection (1) of this section. Any container not so removed within two business days may be removed by the utility, and a fee will be charged to redeliver the container. (Ord. 2765 § 1, 2009; Ord. 2540 § 1, 2004; Ord. 1849 § 3, 1991; Ord. 1822 § 10, 1991; Ord. 1253 § 1, 1982; Ord. 616 § 2, 1968).

(5) If the Public Works Director or his or her designee determines that service to a commercial dumpster meets all of the conditions below, service can be provided via (2) 96-gallon totters for each cubic yard of dumpster space at the cubic yard dumpster rate.

(a) It is unsafe for the sanitation truck driver to access to the dumpster or accessing the dumpster could result in property damage.

- (b) The dumpster cannot be relocated on the customer's property in a manner that allows safe and easy access.

EXHIBIT D

7.08.090 Frequency of collection.

The garbage and refuse department shall collect, remove and dispose of all garbage and refuse in the residential section of the city at least once each week (except for those residences with monthly garbage collection service), and at least once a day, if required, in the business section of the city and from all business houses in the city and from schools.

EXHIBIT E

7.08.115 Eligibility for senior citizen rate. Rate Relief.

~~The occupant of a single-family dwelling unit or duplex in the city of Marysville shall be eligible for the senior citizen garbage and refuse collection rate under the following conditions:~~

~~(1) The dwelling unit must be occupied by the person claiming eligibility as his or her principal place of residence.~~

~~(2) The person claiming the rate must be the head of the household for the dwelling unit in question.~~

~~(3) The garbage account must be in the name of the person claiming eligibility.~~

~~(4) No person may claim a senior citizen garbage and refuse collection rate for more than one dwelling unit during the same period.~~

~~(5) The person claiming eligibility for the senior citizen rate must qualify in one of the following categories:~~

~~(a) Low-Income Senior Citizen. "Low-income senior citizen" means a person who is 62 years of age or older and whose total income, including that of his or her spouse or cotenant, does not exceed the amount specified in RCW 84.36.381(5)(b), as now or hereafter amended.~~

~~(b) Low-Income Disabled Citizen. "Low-income disabled citizen" means:~~

~~(i) A person qualifying for special parking privileges under RCW 46.16.381(1)(a) through (f);~~

~~(ii) A blind person as defined in RCW 74.18.020; or~~


~~(iii) A disabled, handicapped or incapacitated person as defined under any other existing state or federal program and whose income, including that of his or her spouse or cotenant, does not exceed the amount specified in RCW 70.164.020(4).~~

~~(6) Claims for low-income senior citizen or low-income disabled citizen garbage and refuse collection rates shall be made annually and filed on or before March 1st of each year. Claims shall be filed on forms prescribed and furnished by the city clerk. Said forms shall require the claimant to certify his or her eligibility under this chapter. The city clerk is authorized to require documentation of eligibility when necessary. Low-income senior citizens and low-income disabled persons may be eligible for rate relief pursuant to Chapter 3.63 MMC.~~

Index #9

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM:	
Supplemental Agreement No. 2 with WSP USA for the Grove Street Overcrossing project	
PREPARED BY:	DIRECTOR APPROVAL: 
Steve Miller, Senior Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Supplemental Agreement No. 2 to the Professional Services Agreement with WSP USA	
BUDGET CODE:	AMOUNT:
30500030.563000, R1702	N/A
SUMMARY:	

WSP USA, Inc. has completed 30% design work for the Grove Street Overcrossing project. Additional time is required for permitting and permitting support on the project. The attached supplement is a time extension only and will extend the contract term thru June 30, 2020.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute Supplemental Agreement No. 2 to the City's Professional Services Agreement with WSP USA, to extend the contract term through June 30, 2020.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute Supplemental Agreement No. 2 to the City's Professional Services Agreement with WSP USA, to extend the contract term through June 30, 2020.

**SUPPLEMENTAL AGREEMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND WSP USA, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 2 (“Supplemental Agreement No. 2”) 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 WSP USA, Inc., a corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for engineering services for the Grove Street Overcrossing Project (the “Original Agreement”), said Original Agreement being dated September 11, 2018;

WHEREAS, BergerABAM, Inc. merged into WSP USA Inc. effective on or about April 26, 2019;

WHEREAS, the parties extended the term of the Original Agreement in a supplemental amendment (the “Supplemental Agreement No. 1”), said Supplemental Agreement No. 1 being dated June 20, 2019;

WHEREAS, both parties desire to supplement the Original Agreement, by extending the term of the Original Agreement; and

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. Section 2 of the Original Agreement, “TERM”, is amended to provide that the term will terminate at midnight on June 30, 2020.

2. Each and every provision of the Original Agreement for Professional Services dated September 11, 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 _____ day of _____, 20_____.

WSP USA, INC.

By _____
(Name) _____
Its: (Title) _____

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

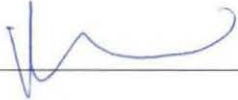
Jon Walker, City Attorney

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM:	
Purchase of Wetland Mitigation Credits for the State Avenue 100 th Street NE to 104 th Street NE Corridor Improvement Project	
PREPARED BY:	DIRECTOR APPROVAL:
Patrick Gruenhagen, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
<ul style="list-style-type: none"> Buy/Sell Agreement 	
BUDGET CODE:	AMOUNT:
30500030.563000, R1601	\$16,800.00
SUMMARY:	
<p>In accordance with an environmental permit recently received from the US Army Corps of Engineers, the City is obligated to mitigate for impacts to sensitive areas that will occur as a result of the upcoming State Avenue (100th St. NE to 104th St. NE) Corridor Improvement Project. The City determined that the most cost-efficient way to do so would be through a combination of on-site plantings and wetland enhancements, in conjunction with purchase of wetland mitigation “credits” from an approved wetland bank.</p> <p>The attached Buy/Sell Agreement between the City and Mitigation Banking Services, LLC is for the purchase of 0.08 mitigation credits at an overall purchase price of \$16,800.00 for mitigation of impacts to Category II wetlands which are located along Quilceda Creek in the area of the new bridge crossing.</p>	
RECOMMENDED ACTION:	
Staff recommends that Council authorize the Mayor to sign the enclosed Buy/Sell Agreement with Mitigation Banking Services, LLC, for the purchase of 0.08 wetland credits in the amount of \$16,800.00, thereby mitigating unavoidable wetland impacts arising from the State Avenue 100 th St. NE to 104 th St. NE Corridor Improvement Project.	
RECOMMENDED MOTION:	
I move to authorize the Mayor to sign and execute the enclosed Buy/Sell Agreement with Mitigation Banking Services, LLC, for the purchase of 0.08 wetland credits in the amount of \$16,800.00, thereby mitigating unavoidable wetland impacts arising from the State Avenue 100 th St. NE to 104 th St. NE Corridor Improvement Project.	

**WETLAND MITIGATION CREDIT BUY/SELL AGREEMENT
MITIGATION BANKING SERVICES**

This Wetland Mitigation Credit Buy/Sell Agreement (“Agreement”) is made by and between Mitigation Banking Services, LLC, a Washington limited liability company (“MBS” or “Credit Seller”), and City of Marysville, a political subdivision of the State of Washington (“Buyer”) (collectively “Parties”).

1. RECITALS

- 1.1. Mitigation Banking Services, LLC has been contracted by the Snohomish Basin Mitigation Bank (“SBMB”) and the Skykomish Habitat Mitigation Bank (“SHMB”) to market and sell their mitigation credits.
- 1.2. With approval and authorization from the Washington State Department of Ecology (“Ecology”), U.S. Army Corps of Engineers (“Corps”), Environmental Protection Agency (“EPA”), Washington State Department of Natural Resources (“DNR”), and Snohomish County (“County”) (collectively the “Permitting Authorities”), the SBMB and SHMB have been established.
- 1.3. The SBMB and SHMB are established to operate within a portion the State of Washington’s Water Resource Inventory Area Number 7 (“WRIA No. 7”), which portion constitutes the banks “Service Area.”
- 1.4. The purpose of the SBMB and SHMB are to provide off-site mitigation for unavoidable impacts to wetlands and other critical area associated with certain development activity within the Service Area.
- 1.5. The SBMB and SHMB are authorized by the Permitting Authorities to sell and transfer wetland and critical area mitigation credits for permits, said credits being units of trade representing the increase in ecological value of a site, as measured by acreage, functions, and/or values (“Mitigation Credits”).
- 1.6. Buyer contemplates undertaking a development activity within the Service Area (“Project”), which will require permits and/or approvals (“Permit(s)”) from regulatory agencies and which development activity may cause unavoidable impacts to wetlands or other critical areas and may require mitigation. Buyer is solely responsible for determining whether such mitigation can be satisfied by its acquisition of Mitigation Credits.
- 1.7. Buyer wishes to purchase from MBS and MBS wishes to sell to Buyer Mitigation Credits from the SBMB and or the SHMB for the Project on the terms and conditions contained in this Agreement.

2. **AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and conditions and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Credit Seller and Buyer agree as follows:

2.1. **Purchase/Sale of Mitigation Credits**

- 2.1.1. **Purchase/Sale.** Credit Seller hereby sells to Buyer and Buyer hereby buys from Credit Seller: (0.08) Mitigation Credits from the Snohomish Basin Mitigation Bank upon all of the terms, covenants, and conditions set forth in this Agreement (“Project Mitigation Credits”).
- 2.1.2. **Purchase Price.** The purchase price for the Project Mitigation Credits shall be Sixteen Thousand Eight Hundred and 00/100 Dollars (U.S. \$16,800.00) (“Purchase Price”).
- 2.1.3. **Payment.** Buyer agrees to pay the Purchase Price to Credit Seller within 30 days of the effective date.

2.2. **Buyer's Obligations/Limitation on Transfer of Mitigation Credits/Project Information.**

- 2.2.1. **Mitigation Credits for Project.** Buyer shall be solely responsible for determining whether the Mitigation Credits may be used for the Project and the Permit(s). Credit Seller provides no representation or warranty as to the utility or applicability of the Mitigation Credits to the Project or Permit(s). Buyer acknowledges and agrees that Credit Seller shall sell the Project Mitigation Credits specifically for the Permit(s) identified in Section 2.2.2 below and that, as of Closing, said credits shall not be transferable.

2.2.2. **Project.** The Project, Permit(s), and related information is as follows:

2.2.2.1. Buyer's name, address, & telephone number:

City of Marysville Public Works
 City Engineer Jeff Laycock
 80 Columbia Avenue
 Marysville, WA 98270
 360-363-8274

2.2.2.2. Permitting Agency(ies) name(s), address(es), telephone number(s):

U.S. Army Corps of Engineers (USACE)
 Bethany Nickison, Project Manager
 P.O. Box 3755
 Seattle, Washington 98124-3755
 206-316-3165

2.2.2.3. Permit(s) Number(s) Date of Permit:

<u>Permit Agency</u>	<u>Number</u>	<u>Date of Issuance</u>
USACE	NWS-2017-1013	June 7, 2019

2.2.2.4. Project Name & Location: City of Marysville State Avenue 100th Street NE to 104th Street NE Corridor Improvement Project (USACE Reference NWS-2017-1013) located along State Avenue from 100th Street NE to 104th Street NE in the City of Marysville, Washington.

2.2.2.5. Brief Description of Impact(s) to be Compensated for by the Project
 Mitigation Credits: The proposed project would permanently impact 0.080 acre of Wetland 1 and 0.010 acres of Wetland 2, located along Quilceda Creek upstream and downstream of the proposed road improvements. Additionally, clearing and grubbing activities and temporary access road construction would temporarily impact 0.18 acre of Wetland 1 and 0.26 acre of Wetland 2. These impacts are unavoidable after the incorporation of the minimization measures.

2.2.3. **Disclosure.** Buyer acknowledges and agrees that Credit Seller may, as part of the process for transferring the Project Mitigation Credits, disclose the information provided under Section 2.2.2 above to the permitting agency(ies) described in Section 2.2.2, the Snohomish County Auditor, and the Permitting Authorities.

2.3. Title/Risk of Loss

2.3.1. **Conveyance.** Upon receipt of payment Credit Seller shall convey to Buyer the Project Mitigation Credits, free of liens, encumbrances, restrictions, rights, and conditions, except as expressly provided for herein. Conveyance shall be in the form of a letter from the Credit Seller to the Buyer and Permitting Authorities notifying them that credits have been transferred from the banks to the Buyer for the permits and projects detailed in Section 2.2.2

2.3.2. **Risk of Loss.** Credit Seller shall bear the risk of loss of the Project Mitigation Credits prior to Closing.

2.4. Representations and Warranties

Credit Seller represents and warrants to Buyer that:

2.4.1. Credit Seller is authorized by the SBMB and the SHMB to sell and transfer wetland and critical area mitigation credits for permits from those banks to the Buyer.

2.5. Closing

- 2.5.1. **Closing and Closing Date.** The closing of the purchase and sale of the Project Mitigation Credits ("Closing") shall occur when the Credit Seller receives a cashier's check for the purchase amount, under the terms of this Agreement
- 2.5.2. **Limits on Closing Date.** The Closing Date shall not be modified without the written approval of Credit Seller and Buyer.

2.6. Notice

- 2.6.1. Except as may be otherwise expressly provided for herein, all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid and certified with return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed delivered immediately, if delivered in person, or within two days if sent by any other means set forth in this Section 2.6.
- 2.6.2. If to Credit Seller: Mitigation Banking Services, LLC
PO BOX 354
Kirkland, WA 98033-0354
- 2.6.3. If to Buyer: As provided in Section 2.2.2 above.

2.7. Miscellaneous

- 2.7.1. **Effective date.** The effective date of this Agreement shall be the earliest date by which both Credit Seller and Buyer have executed this Agreement.
- 2.7.2. **Assignment.** Buyer's rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Credit Seller, which shall be in Credit Seller's reasonable discretion. Subject to the foregoing limitation, this Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.
- 2.7.3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase and sale of the Project Mitigation Credits, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to said matters.
- 2.7.4. **Confidentiality.** The existence of this Agreement and the number of Project Mitigation Credits may be disclosed to the permitting agency(ies) described in Section 2.2.2 above and the Permitting Authorities.

- 2.7.5. **Time.** Time is of the essence of this Agreement.
- 2.7.6. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.
- 2.7.7. **Amendment.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
- 2.7.8. **Captions.** The captions of this Agreement have no effect upon its interpretation and are for convenience and ease of reference only.
- 2.7.9. **Severability.** The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal.
- 2.7.10. **Computation of Time.** If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.
- 2.7.11. **Attorneys' Fees.** In the event either party to this Agreement finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants, or conditions of this Agreement or any instrument executed pursuant to this Agreement, or by reason of any breach or default under this Agreement, the prevailing party in any such action or proceeding (and any appeal thereof) shall be paid all costs and reasonable attorneys' fees by the other party. This provision shall survive Closing and shall not be merged into the Bill of Sale.
- 2.7.12. **Acts Beyond Party's Control.** Neither party to this Agreement shall be in default or violation as to any obligation created hereby and no condition precedent or subsequent shall be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to, forces beyond such party's reasonable control, including without limitation, destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance, flood, earthquake, slide, storm, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, proceeding by court or public authority, or act or failure to act by court, public authority, or third party, which forces by exercise of due diligence and foresight such party could not reasonably have expected to avoid.
- 2.7.13. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Buyer and Credit Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- 2.7.14. **Counterparts/Faxes.** This Agreement may be executed in one or more

counterparts with like effect as if all signatures appeared on one copy. Facsimile transmission of any signed original document (other than the Bill of Sale), and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Escrow Agent, the Parties shall confirm facsimile transmitted signatures by signing an original document.

The Parties have executed this Agreement as of the dates set forth below.

“MBS” OR “CREDIT SELLER”
MITIGATION BANKING SERVICES, LLC, Credit Seller

By Zach Woodward
Zach Woodward, Manager MBS

11-08-2019
Date

“BUYER”

CITY OF MARYSVILLE,

By _____
Jon Nehring, Mayor

Date


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Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM:	
Highway Safety Improvement Program (HSIP) Projects – 3 rd to 80 th Street Supplemental Agreement No. 5 to the Professional Services Agreement with KPG	
PREPARED BY:	DIRECTOR APPROVAL: JL
Patrick Gruenhagen, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Supplemental Agreement No. 5	
BUDGET CODE:	AMOUNT:
30500030.563000, R1302	\$0
SUMMARY:	
<p>The City contracted with KPG, Inc. on September 9, 2013 to provide the City with professional engineering design services for a series of transportation improvement projects that received grant funding through the Federal Highway Administration's Highway Safety Improvement Program. (HSIP). The projects now include:</p> <ul style="list-style-type: none"> • Replacement of an antiquated signal system at 80th Street NE/State Ave, including the redesign of the intersection to provide for dual ADA ramps at all corners and proper spacing between pedestrian push buttons. • Refinement of signal operations and phasing on State Avenue at 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. <p>Design for the project now stands at 90% completion and the right-of-way phase has begun, setting the stage for construction to be under way by next summer.</p> <p>The City's agreement with KPG presently has an expiration date of December 31, 2019. The attached Supplement Agreement No. 5 extends that end date to June 15, 2020. Work to be completed under KPG's existing scope of services includes final plans and specifications as well as support services during the upcoming construction advertisement.</p>	
RECOMMENDED ACTION:	
Staff recommends that Council authorize the Mayor to sign and execute the attached no-cost Supplemental Agreement No. 5 to the City's Professional Services Agreement with KPG, Inc., extending the agreement end date to June 15, 2020.	
RECOMMENDED MOTION:	
I move to authorize the Mayor to sign and execute the attached no-cost Supplemental Agreement No. 5 to the City's Professional Services Agreement with KPG, Inc., extending the agreement end date to June 15, 2020.	



Supplemental Agreement Number _____ 5 _____		Organization and Address	
Original Agreement Number R-1302		KPG, Inc. 2502 Jefferson Ave. Tacoma, WA 98402 Phone: (253) 627-0720	
Project Number HSIP-2691 (005)	Execution Date	Completion Date June 15, 2020	
Project Title State Avenue - 3rd St. to 80th St. NE HSIP Improvements	New Maximum Amount Payable \$240,880.83		
Description of Work Remaining work involves production of final bid documents and providing assistance to the City in response to plan-holder questions during advertisement for construction.			

The Local Agency of City of Marysville
 desires to supplement the agreement entered in to with KPG, Inc.
 and executed on September 9, 2013 and identified as Agreement No. R-1302

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:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: All work shall be completed by June 15, 2020.

III

Section V, PAYMENT, shall be amended as follows:

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: By: _____

Nelson Davis
 Consultant Signature

 Approving Authority Signature

 Date

Exhibit "A"
Summary of Payments


	Basic Agreement	Supplement # 1	Supplement # 2	Supplement # 3	Supplement # 4	Supplement # 5	Total
Direct Salary Cost	\$52,412.65	\$0.00	\$6,236.46	\$0.00	\$5,481.20	\$0.00	\$64,130.31
Overhead (Including Payroll Additives)	\$76,407.16	\$0.00	\$7,351.54	\$0.00	\$8,040.92	\$0.00	\$91,799.62
Direct Non-Salary Costs	\$65,311.80	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$65,711.80
Fixed Fee	\$15,723.80	\$0.00	\$1,870.94	\$0.00	\$1,644.36	\$0.00	\$19,239.10
Total	\$209,855.41	\$0.00	\$15,858.94	\$0.00	\$15,166.48	\$0.00	\$240,880.83

Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM:	
Fleet Purchase of (2) 2020 Autocar Commercial Front Loader Refuse Trucks	
PREPARED BY:	DIRECTOR APPROVAL:
JR Myers, Solid Waste/Support Services Supervisor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Purchase Order #F13527 and #F13528, Agreement letter and specifications	
BUDGET CODE:	AMOUNT:
50100048 564000 1927 and 50100048 564000 2009	\$776,146.96
SUMMARY:	
<p>There was \$750,000 identified in the 2019-2020 City of Marysville budget for the purchase of (2) new commercial refuse trucks for the Solid Waste Division. City staff obtained quotes using Sourcewell. The sole source contracting process was utilized to continue to build consistency in the Solid Waste fleet. Sourcewell contract #081-716-ATC-Autocar and #112014-THC-Heil in the amount of \$776,146.95 was chosen based on the criteria in the sole source justification.</p> <p>The new commercial front load trucks will replace #J024 and #J025.</p>	

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the purchase order with Western Peterbilt, Inc. for two (2) 2020 Autocar Commercial Front Loader Refuse Trucks in the amount of \$776,146.95.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the purchase order with Western Peterbilt, Inc. for two (2) 2020 Autocar Commercial Front Loader Refuse Trucks in the amount of \$776,146.95.</p>



SOLE SOURCE JUSTIFICATION

Department Head: Kevin Nielsen Department: Public Works

Sole Source for the Purchase of: (2) Refuse Trucks

Supplier: AutoCar Cost Estimate: \$776,146.96

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

STATEMENT OF NEED:

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

1. Please describe the item and its function:

(2) Front load commercial AutoCar refuse trucks with sit down, left-hand drive.

Class 8 chassis

Low cab forward design

Cummins X12 engine

2. This is a sole source* because:

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

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

Of the six vendors solicited, only one, AutoCar, was able to respond affirmative to the request of providing trucks with the following requirements:

Class 8 chassis - Current fleet operates on class 8 chassis

Low cab forward design - This feature is consistent with our fleet and operations of front load refuse trucks

Cummins X12 engine - This engines is consistent with recent past purchases and provides consistency for maintenance and repairs.

The Solid Waste fleet currently consists of the following vehicles:

CAT Engine (CAT engines no longer available)

652, J006, J007

Cummins M-11

J024, J025

Cummins X12

J030, J031, J034, J035, J042

Continuing to maintain a fleet of refuse trucks based on the three requirements of a class 8 chassis, Cummins X12 engine and a low cab forward design provides the Solid Waste Division operational and maintenance consistencies across the fleet. It also provides flexibility and efficiencies in operations, enabling all sanitation drivers to be efficient operators of all vehicles in the fleet. This is especially important when vehicles are out of service for maintenance or repairs. In addition, safety procedures and policies can be consistent across the Fleet reducing potential for injuries or operator error due to transitioning across multiple manufacturers and/or models of refuse trucks.

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

- Other brands/manufacturers that were examined (please list phone numbers and names, and explain why these were not suitable).

The top six vendors/manufacturers on NJPA/Sourcewell Contract #081716 were emailed to see if they could provide refuse trucks with the above three requirements. The only vendor/manufacture that responded affirmative was AutoCar, LLC.

The other vendors were: Kenworth Truck Company, National AutoFleet Group, Navistar, Inc., Peterbilt Motors Company, Volvo Group North America. These vendors stated they could not provide the combination of what was requested.

- Other vendors that were contacted (please list phone numbers and names, and explain why these were not suitable).

Email responses attached. Volvo Group North America did not respond to the email.

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

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

Requestor

Department Head


Signature

11.21.19
Date

Signature / Date

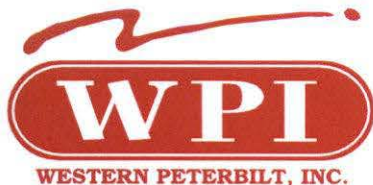
City Attorney

Jon Walker / Date

Routing Instructions:

1. Route completed form and any supporting documents to City Attorney for review.
2. If service/product exceeds \$75,000 the executed form must be included in packet for Council.
3. Include the following sentence in the "recommended action" section on the agenda bill:

"I move to approve the contract for [insert description] in the amount of [insert dollar amount] as a legitimate sole source of supply for this service/product."



WESTERN PETERBILT, INC.

3801 Airport Way South
Seattle, Washington, 98108
(206) 624-7383



November 12, 2019

Mr. Bob Scott
Shop Foreman
Public Works Department
City of Marysville
80 Columbia Ave
Marysville, WA 98270

REF: AGREEMENT FOR SOURCEWELL CONTRACT #081-716-ATC-AUTOCAR
CONTRACT #112014 HEIL.

Western Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City of Marysville for the purchase of (2) two or more Commercial Front Loading Trucks for a per Sourcewell Contract #081-716-ATC Autocar and #112014-THC-Heil.

Following, please find the breakdown of the base prices and options:

-2020 Autocar ACX64 Commercial Front Loader Chassis per the City of Marysville Specifications. Please see backup attached	\$ 194,351.00
-Floorplan or interest cost of 175 days at \$23.72 per day or \$4,151.00.	\$ 4,151.00
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-2019 Heil Sierra Odyssey Commercial Front Loader per the City of Marysville specifications. Per Heil Sourcewell Contract. Please see backup attached.	\$ 148,203.00
Frieght from Heil to Marysville	<u>\$ 7,700.00</u>
Subtotal Per unit	\$ 354,405.00
Washington State Sales Tax (9.5%)	<u>\$ 33,668.48</u>
Subtotal	\$ 388,073.48
	<u> X2</u>
Total	<u>\$ 776,146.96</u>
	=====

3801 Airport Way South
Seattle, WA, 98108
(206) 624-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA, 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street. E.
Fife, WA, 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

15330 Smokey Point Blvd
Marysville, WA, 98271
(360) 659-7383
FAX: (360) 659-1705
1-888-755-7383

Item 12 - 5

6214 E Broadway
Spokane, WA, 99212
(509) 535-4241
FAX: (509) 536-3949
1-800-572-6219

1435 E. Hillsboro St.
Pasco, WA, 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2164

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox
Director of Refuse Sales
Western Peterbilt, Inc.

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2020

AGENDA ITEM:	
Snohomish County Human Services Grant	
PREPARED BY:	DIRECTOR APPROVAL:
Joanna Martin	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Snohomish County Human Services Contract	
BUDGET CODE:	AMOUNT:
00110337 370700	\$15,000.00
<p>SUMMARY: The Parks, Culture and Recreation Department was awarded a renewal grant-in-aid agreement through the Snohomish County Human Services Department to offset personnel costs and benefits for senior programs. The total grant of \$15,000 covers part of the salary of the Program Specialist assigned to the Ken Baxter Community Center. The Parks, Culture and Recreation Department generates all reporting documents required by Snohomish County for this grant.</p> <p>This contract was approved earlier in the year and we are now bringing back a Contract Amendment for approval. This amendment reduces or removes a couple of previous included requirements making the process to receive the grant funding easier.</p>	

RECOMMENDED ACTION:

Staff recommends that the Council authorize the Mayor to sign the "Snohomish County Human Service Contract".



SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT
 3000 ROCKEFELLER AVENUE, M/S 305 | EVERETT, WA 98201
 (425) 388-7200

CONTRACT AMENDMENT

1. Contract Number: A-19-76-01-200	2. Amendment Number: 1	3. This Amendment herein- after identified as: A-19-76-01-200(1)	4. Amount of Contract Award as Amended: \$15,000
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5. Name and Address of Contracting Organization: City of Marysville / Ken Baxter Senior Community Center 6915 Armar Road Marysville, WA 98270	6. Title of Project / Service: Senior Center Projects
<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor	

7. THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS.

The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in Item 8 below by mutual consent of all parties hereto.

8. TERMS OF AMENDMENT. (Indicate the amount of an increase/decrease in contract and new beginning and ending dates, if applicable). The Contract referred to in Item 1 above is revised as follows:

A. Exhibit A, Specific Terms and Conditions, is amended as follows:

1. Section I, Documents Incorporated: All references to "2019 LTCA Program Instructions" have been removed. Referenced documents and exhibits listed have been revised.
2. Section II, Reporting Requirements: The submittal of the 2019 Activities Report, Point in Time (PIT) / Client Satisfaction Annual Survey and Report and 2019 Opioid Education Plan are no longer required and have been removed from Section II.
3. Section IV: Reimbursement: Reimbursement language updated to be consistent with department requirements.

B. Exhibit A, Specific Terms and Conditions, is superseded by Exhibit A-1, as attached.

C. Exhibit B, Statement of Work, Section II, Minimum Service Requirements, is revised to remove references to 2019 Activity Report, 2019 Senior Center PIT / Client Satisfaction Annual Survey and 2019 Opioid Education Plan and revise language in II.B. Unduplicated Participants.

D. Exhibit B, Statement of Work, is superseded by Exhibit B-1, as attached.

9. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

(Signature)

(Date)

Mary Jane Brell Vujovic, Director
Department of Human Services

(Date)

(Title)

EXHIBIT A-1
SPECIFIC TERMS AND CONDITIONS
SENIOR CENTER PROJECTS

I. DOCUMENTS INCORPORATED BY REFERENCE

In performing the services under this Contract, the Agency shall comply with the *Senior Center Standards and Self-Assessment Workbook: Guidelines for Practice*, 1990 Edition, National Council on the Aging, incorporated by reference and maintained on file at Snohomish County Human Services Long Term Care & Aging, hereinafter referred to as "County."

II. REPORTING REQUIREMENTS

The Agency shall submit required reports on a format supplied or approved by the County. The County may withhold payment until receipt of overdue reports.

Report Titles	Due
2019 Senior Center Quarterly Report: Unduplicated Participants, Volunteer Hours and Large Events	15th of the month following the reporting quarter
All regularly published and mailed senior center newsletters, brochures, and other documents that detail programs/services	When printed and/or published

III. HOURS OF SERVICE

The Agency shall be open and provide services during its normal business hours of 10:00 a.m. through 3:00 p.m. Monday through Friday.

IV. REIMBURSEMENT

In addition to the Reimbursement Procedures in Section XXXII of the Basic Terms and Conditions agreement, the Agency shall submit monthly requests for reimbursement based on program expenses and be accompanied by monthly expenditure reports showing line item expenditures corresponding to the attached Exhibit C, Contract Budget or amended Exhibit C.

V. TRAINING REQUIREMENTS

The Agency shall establish a training plan for all employees performing services under this Contract. The plan shall provide for orientation of new employees and ongoing in-service training for continuing employees. The training must be provided by qualified persons and will include either formal training sessions or on-the-job training. The dates and topics of training received shall be documented in a central file or in the personnel files of all employees who have received the training.

VI. EMERGENCY PROCEDURES

A. The Agency shall establish written procedures to be followed in the event a client becomes ill or is injured while at the Agency senior center or if staff is at the client's home. The plan must be thoroughly explained to staff and volunteers.

B. The Agency shall have a plan for serving clients during periods when normal services may be disrupted. Disruption to normal services may include earthquakes, floods, snowstorms, and other natural disasters. Particular attention should be made for those clients who are most at risk.

1. When services are delivered at the Agency senior center, the plan will include contact information for high-risk clients, a list of emergency services, and stores of emergency provisions.

2. When services are delivered off site, the plan will include contact information for high-risk clients.

VII. CLIENT GRIEVANCE PROCEDURES

Written information regarding Grievance Procedures shall be posted in the Agency senior center in a location readily visible to clients.

VIII. INTERAGENCY COORDINATION

The Agency shall identify agencies with whom it has regular relationships and whose activities bear a substantial impact upon the delivery of services under this Contract.

IX. STAFF REQUIREMENTS

The Agency shall retain sufficient qualified staff (paid or volunteer) to perform the following services:

A. Administration and staff supervision;

- B. Accounting;
- C. Clerical services; and
- D. Custodial services.

X. NONDISCRIMINATION

In addition to the provisions contained in Section XVII of the Basic Terms and Conditions agreement referenced on the Contract face page, the following terms apply:

The Agency and any subagencies shall comply with International Building Code Requirements for Barrier-Free Accessibility, WAC 51-50-005, as amended. The Agency and subagencies shall provide barrier-free access to and egress procedures from facilities, meeting places, and structures that will enable the use of all programs and services for the disabled community.

XI. ENTIRE AGREEMENT

This Contract, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or bind the parties.

EXHIBIT B-1

STATEMENT OF WORK

SENIOR CENTER PROJECTS

I. SERVICE DEFINITION

The Agency shall operate, or provide for the operation of, a senior center. A senior center is a community facility where Snohomish County residents, age 55 and over meet, receive services and participate in activities that enhance their dignity and support their involvement in the life and affairs of the community. The Agency shall meet the minimum service requirements described in Section II below.

II. MINIMUM SERVICE REQUIREMENTS

A. Reports

The Agency shall promptly submit all required reporting forms completed in prescribed detail on the dates set forth in Exhibit A, Specific Terms and Condition. The County may withhold payment until receipt of overdue reports.

B. Unduplicated Participants

The Agency shall provide programs, services and activities to a minimum of two hundred fifty (250) unduplicated participants per year. The Agency service area is identified by relevant zip codes detailed in the 2019 Senior Center Quarterly Report program instructions provided to the Agency.

C. Quarterly Reports

The Agency shall submit Quarterly Reports that document verifiable unduplicated participant data and total volunteer hours for the quarter. To be eligible as a participant, a person must be a Snohomish County resident, aged 55 or older, who has signed in and participated in a center-sponsored activity and for whom the Agency has a name, date of birth and/or age, and address. The Agency shall also report data for large and/or special events held at the senior center.

D. Opioid Education Project Requirements

1. Opioid Education Training and/or Presentation Objectives

- a. The Agency shall, at a minimum, provide two (2) opioid education trainings and/or presentations that includes the proper use, handling and

disposal of prescription medication with an emphasis on opioids. Trainings and/or presentations should, at a minimum, focus on meeting the following objectives:

- 1) Participants should have a better understanding of what opiates are and how they work;
 - 2) Participants should be provided information about opiate use, misuse and abuse;
 - 3) Participants should have a better understanding of opiate overdose and poisoning;
 - 4) Participants should be more aware of prevention resources in the community (such as medication storage, medication disposal and education);
 - 5) Participants should understand how to administer Narcan and Naloxone; and
 - 6) Participants should have a better understanding of preventing overdose.
- b. The presenter (volunteer and professional) must receive and use the Human Services Department Senior Center Opioid Training PowerPoint as guidance in order to focus the training on meeting training objectives.
 - c. The Agency must verify participant attendance using a sign-in sheet for any trainings offered.
 - d. After each training, the Senior Center Opioid Education Survey must be offered to participants and collected upon completion. Completed surveys will be submitted to the County for analysis.
2. The Agency shall provide opioid abuse prevention curriculum in five (5) senior center activities.
 3. The Agency shall complete and submit the end-of-year 2019 Senior Center Opioid Education Project Questionnaire by January 31, 2020.

E. Snohomish County Senior Center Standards

The Agency shall organize and operate the senior center in compliance with the attached Exhibit M, Snohomish County Senior Center Standards, which are derived from the National Council on Aging (NCOA) and National Institute of Senior Centers (NISC) accreditation standards.

H. Council on Aging Senior Center Committee

The Agency shall send a representative to scheduled Council on Aging Senior Center Committee meetings.

III. MONITORING AND EVALUATION

The Agency shall cooperate with the County in monitoring activities of senior center operations annually or as deemed appropriate by the County.

Index #14

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM: Renew ILA Northwest Minichain(Whatcom County Transport)	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Commander	AGENDA NUMBER:	
ATTACHMENTS: Interlocal Cooperative Agreement between City of Marysville and Whatcom County	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$37,006.00	

Whatcom County Prisoner Transport Co-op Transports in-custody personnel for misdemeanor and gross misdemeanors arrest warrants exclusively. The Co-op will deliver inmates to their respective jails of jurisdiction directly related to the issuing court.

Whatcom County Co-op Transport makes daily trips from Whatcom County to the Kent Regional Justice Center and other jail facilities along the I-5 corridor.

Whatcom County Transport bypasses the County Jail and transports Marysville Prisoners directly to the Marysville Jail. They also pickup inmates that Marysville PD may have arrested with warrants from outside our jurisdiction and transport them to the correct jail facility.

The compensation is calculated on the anticipated percentage of usage by the City of the total cost of the Northwest Mini-Chain Transport System.

Annual Compensation : \$37,006.00

Quarterly Invoices:

March 31, 2020	\$9,251.50
June 30, 2020	\$9,251.50
September 30, 2020	\$9,251.50
December 31, 2020	\$9,251.50

This is an increase of \$8,514, however still down from the 2018 rate of \$43,974

RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the Interlocal Cooperative Agreement with Whatcom County for jail prisoner transports.
COUNCIL ACTION:

**INTERLOCAL COOPERATIVE AGREEMENT
NORTHWEST MINICHAIN WITH THE CITY OF MARYSVILLE**

THIS AGREEMENT is made and entered into by and between the City of Marysville, Washington ("The City of Marysville") and Whatcom County, Washington ("Whatcom County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

The purpose of this Agreement is to provide transportation services of prisoners for The City of Marysville for a period beginning on the First day of January, 2020 and ending on the Thirty-first day of December, 2020. The City of Marysville and Whatcom County agree to the terms and conditions incorporated herein.

2. RESPONSIBILITIES:

Prior to signing this Agreement, the City of Marysville has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

The City of Marysville acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain bus by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

- a) To pick up inmates from any Northwest Mini-Chain contracted city or county jail along the I-5 corridor, with King County Jail – Regional Justice Center being the southernmost point for the City of Marysville.
- b) The City of Marysville will ensure that its inmates are ready to be transported upon Whatcom County's arrival for pickup. Whatcom County will transport the City of Marysville's inmates south to Snohomish County and/or King County and northbound to Skagit and Whatcom Counties. Whatcom County will also pick up from Mini Chain participating agencies and transport to the City of Marysville.
- c) Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.
- d) The transport system will run 5 days a week, except for holidays, when the larger statewide cooperative transport system is not running, or due to weather events that make it unsafe for travel.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2020 through December 31, 2020, regardless of date of signature.

The term of this Agreement shall be subject to review and revision in November of 2020 for renewal in January 2021.

4. MANNER OF FINANCING:

Funds for the payments of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This Agreement shall not obligate the City of Marysville in excess of the balance of funds available for this purpose, nor shall it obligate Whatcom County to perform services which are not budgeted. The source of funds is the City of Marysville's budget.

Whatcom County shall provide The City of Marysville with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

This compensation is calculated on the anticipated percentage of usage by The City of Marysville of the total cost of the Northwest Mini-Chain Transport System, and as such will not require a quarterly breakdown of actual transports.

Annual Compensation: \$37,006.00

Quarterly Invoices:

March 31, 2020	\$9,251.50
June 30, 2020	\$9,251.50
September 30, 2020	\$9,251.50
December 31, 2020	\$9,251.50

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 Whatcom County's representatives shall be the Whatcom County Executive and Sheriff Bill Elfo
- 5.2 The City of Marysville's representative shall be Commander Wendy Wade.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. MUTUAL INDEMNITY: To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

SURVIVAL OF INDEMNITY OBLIGATIONS: The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. The Sheriff, or his designee, in their sole discretion, may provide immediate notice to terminate this Agreement or amend the scope of services in this Agreement for reasons including, but not limited to, public safety, safety or health concerns by continuing to provide the service, inability to provide services, necessity, or public convenience, and said notice will be without any consequence or liability against the County or WCSO, employees, officials, agents, or volunteers. 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.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.

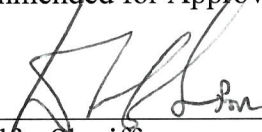
12. **ARBITRATION:** This Agreement shall be governed by Laws of the State of Washington. Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement that remains unresolved after negotiation shall be settled by binding arbitration before an agreed upon arbitrator in accordance with the applicable American Arbitration Association (AAA) rules in effect on the date hereof. Each Party shall pay all their own costs, fees and expenses of arbitration but share equally in the Arbitrator's fees and costs.

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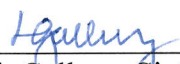
IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20 ____.

WHATCOM COUNTY:

Recommended for Approval:

wf  _____ 11/3/19
 Bill Elfo, Sheriff Date

Approved as to form:

 _____ 11/13/19
 Elizabeth Gallery, Civil Deputy Date
 Prosecuting Attorney

Approved:

Accepted for Whatcom County:

By: _____
 Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss.
 COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

 NOTARY PUBLIC in and for the State of Washington, residing at _____.
 My commission expires _____.

CITY OF MARYSVILLE:

Recommended for Approval:

W.L.W. 11/25/2019
Wendy Wade, Commander Date

Approved as to form:

Jon Walker, City Attorney Date

Approved:

Accepted for the City of Marysville

Jon Nehring, Mayor Date

STATE OF WASHINGTON)

) ss.

CITY OF MARYSVILLE)

On this ___ day of _____, 20 __, before me personally appeared Jon Nehring, to me known to be the Mayor of the City of Marysville and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at _____
_____. My commission expires _____.

CONTRACTOR INFORMATION:


The City of Marysville
Marysville Detention Center
Commander Wendy Wade
1635 Grove St.
Marysville, WA 98270
(360)363-8303

Index #15

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM: Memorandum of Understanding – City of Marysville and Port of Everett	AGENDA SECTION: New Business	
PREPARED BY: Jeff Thomas, Community Development Director	APPROVED BY: 	
ATTACHMENT: 1. Memorandum of Understanding	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The Port of Everett (POE) has expressed an interest in entering into a Memorandum of Understanding (MOU) with the City of Marysville to formalize the ongoing collaborative interests and efforts between the jurisdictions related to economic development within the Cascade Industrial Center (CIC) and the City in general. POE has expressed a similar interest to the City of Arlington and anticipates entering into a MOU with that city by the end of 2019.

The MOU proposes the jurisdictions collaborate and strategize in key economic development areas including implementation of the CIC, evaluation of partnership opportunities in key growth industries as well as evaluation of POE boundary expansion to the CIC. The MOU is non-binding and would be effective until August 31, 2021 unless terminated earlier by one of the parties.

Without a MOU or any other agreement in place to date, the POE has been an active participant in the promotion of the CIC, the recruitment of potential employers to the CIC and an advocate for economic development in Marysville. The MOU will assist in formalizing these ongoing collaborative interests and efforts with the POE while serving as a foundation to explore other partnerships and opportunities in the future.

<p>RECOMMENDED ACTION:</p> <p>Authorize the Mayor to sign the Memorandum of Understanding.</p> <p>RECOMMENDED MOTION:</p> <p>I move to authorize the Mayor to sign the Memorandum of Understanding to enter into agreement with the Port of Everett to formalize the ongoing collaborative interests and efforts between the jurisdictions related to economic development within the Cascade Industrial Center and the City in general.</p>
<p>COUNCIL ACTION:</p>

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“*Memorandum*”) is made as of _____, 2019 by the undersigned parties (each a “*Party*” and together the “*Parties*”).

WHEREAS, City of Marysville, a Washington municipal corporation (the “*City*”), and Port of Everett, a Washington port district (the “*POE*”) work together and have ongoing collaborative interests and efforts between the jurisdictions related to economic development within the Cascade Industrial Center (CIC) and the City in general; and

WHEREAS, this Memorandum expresses the intention of the Parties to continue to work together to formalize these ongoing collaborative interests and efforts as well as explore other partnerships and opportunities in the future.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Parties will work together on collaborative interests and efforts including:
 - (a) Implementation of the CIC through supporting employer recruitment to the Cascade Industrial Center including assessment, financial consulting, and outreach;
 - (b) Evaluation of entering into a partnership agreement or lease regarding the CIC for job development;
 - (c) Evaluation of partnership opportunities in key growth industries including partnership with Washington State University to establish an incubator for the food processing and seafood industries and a partnership to establish a center of excellence in robotics and/or other advanced technology industries;
 - (d) Evaluation of expanding the boundary of the POE’s district to include all or portions of the CIC; and
 - (e) Consideration of other interests and efforts deemed to provide economic development benefits to the City, the POE and Snohomish County.
2. This Memorandum shall be effective until August 31, 2021 unless sooner terminated as provided below in Section 4.
3. Neither Party will be obligated to incur any third-party costs and liabilities in performing the activities anticipated under this Memorandum. Both Parties shall incur all costs and liabilities of their own employees. The Memorandum is not intended to create any third-party benefit unless specifically agreed to in writing by the Parties.
4. Either Party may terminate this Memorandum prior to the expiration date by providing written notice to the other Party.

5. The terms as outlined herein are agreed to by both parties. This Memorandum is non-binding.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first written above.

Port of Everett,
a Washington port district

By: _____
Name: _____
Title: _____

City of Marysville,
a Washington municipal corporation

By: _____
Name: Jon Nehring
Title: Mayor _____

Index #16

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

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM:	
Interlocal Agreement between Snohomish County and the City of Marysville regarding Law Enforcement Embedded Social Worker	
PREPARED BY:	DIRECTOR APPROVAL:
J. Goldman, Interim Chief	
DEPARTMENT:	
Police Department	
ATTACHMENTS:	
Interlocal Agreement Between Snohomish County and the City of Marysville	
BUDGET CODE:	AMOUNT:
00104 840.551000	Estimated Annually - \$158,420.72 (2020) / 167,182.08 (2021)
SUMMARY:	

The attached Interlocal Agreement between Snohomish County Human Services and the City of Marysville provides the administrative framework to a program deemed, “Law Enforcement Embedded Social Worker”.

This partnership with the Marysville Police Department encompasses Snohomish County Human Services Department, Snohomish County Sheriff’s Office and the Arlington Police Department.

The collaboration between Social Services and Law Enforcement provides an alternative to typical police responses for our population suffering from mental illness, homelessness, and/or addictions through a deliberate social service intervention.

This new attached Interlocal Agreement increases the City of Marysville’s funding obligations from 50% to 100% of the assigned social worker’s salary and benefits, currently Rochelle Long, from January 1, 2020 through December 31, 2021.

Additionally, this ILA allows the assigned social worker to concentrate 100% of their working schedule within the city of Marysville. The Social Worker will still be employed by the Snohomish County Human Services Department which allows the City of Marysville access to all pertinent Snohomish County social services programs and benefits.

RECOMMENDED ACTION: Staff Recommends that City Council authorized the Mayor to approve and sign the Interlocal Agreement between Snohomish County and the City of Marysville for the increased “Embedded Social Worker” Funding.

INTERLOCAL AGREEMENT

BETWEEN

SNOHOMISH COUNTY

AND

CITY OF MARYSVILLE

REGARDING

LAW ENFORCEMENT EMBEDDED SOCIAL WORKER

This INTERLOCAL AGREEMENT (the “ILA” or “Agreement”) is entered into between SNOHOMISH COUNTY, hereinafter “the County” and the CITY OF MARYSVILLE, hereinafter “the City”, a municipal corporation, pursuant to Chapter 39.34 RCW. The County and the City (collectively, “the Parties”) hereby agree as follows:

I. PURPOSE

- A. The purpose of this Agreement is to set forth the duties between the County and the City of Marysville with regard to a program that embeds a County social worker with the City of Marysville Police Department (MPD), to be known as the Law Enforcement Embedded Social Worker (“LEESW”). The goal of the LEESW program is to provide an alternative police response to those people with social service needs within and/or directly impacting the City of Marysville. By sharing work space with a social service worker at MPD, partnerships will be created between MPD and the social service agencies in the region. The LEESW will provide assistance with police response to those in the community who are homeless and have needs related to mental illness, alcohol and drug addiction, veteran status, housing, medical, concerns and/or financial needs. This program aims to bridge gaps between law enforcement response and the social needs of people in the community so that people are more likely to get the help and support they need, and less likely to be repeatedly contacted and/or incarcerated. This program aims to allow officers to focus on other criminal issues within the City of Marysville. This program will focus on the people most in need and will provide them with the resources that will help improve their quality of life.
- B. Both Parties agree to work collaboratively to comply with the intent of this Agreement. Activities by MPD and LEESW will include, but not be limited to, the identification, assessment, and referral of homeless adults with behavioral and/or other health issues to available services in the community based on an individualized assessment of the needs of each person.

II. OBJECTIVE AND STRATEGIES

The Parties mutually acknowledge the following objectives and strategies with respect to this Agreement:

- A. Establish better coordination and partnerships between social services providers and law enforcement.
- B. Improve response and provide better follow-up with the chronically homeless and frequent utilizers of social services and emergency services.
- C. Reduce the draw on law enforcement resources.
- D. Maintain data on how the LEESW program is affecting those with social service needs in the region.
- E. Engage, motivate, and support individuals in accessing services and making positive life changes.
- F. Strategies used by the LEESW to achieve these objectives may include without limitation:
 - 1. Providing outreach, engagement and liaison support to those people that are encountered by law enforcement on a reoccurring basis.
 - 2. Providing training to law enforcement on social service resources.
 - 3. Developing a procedure for identifying and screening people with social service needs.
 - 4. Developing a network of working relationships with: the Triage Center, voluntary teams, Snohomish County Jail, Withdrawal Management providers, emergency housing providers and other social service providers.
 - 5. Follow-up with identified individuals in an effort to bridge gaps between police contacts and social services.

III. ADMINISTRATOR; NOTICE; POINTS OF CONTACT

- A. The MPD Chief of Police shall serve as the Administrator of this Agreement.
- B. Official notices to each of the Parties, respectively, shall be provided to the individual Points of Contact designated below:

To the City:
 Jeffrey Goldman
 Interim Chief of Police
 Marysville Police Department

To the County:
 Anji Jorstad
 Behavioral Health Supervisor
 Snohomish County Human Services

IV. REFERRAL PROCESS

The Parties will work collaboratively to establish a process for referral of individuals into the program established under this Agreement. This includes without limitation eligibility assessments by County staff. Individuals without a demonstrable behavioral health issue may be referred for alternative services according to individual need and service availability.

V. GEOGRAPHICAL LOCATION

In performing services under this Agreement, the LEESW will focus primarily within the jurisdiction of the City but may also from time to time assist with outreach in areas that have an immediate nexus to and impact upon the City.

VI. COMMITMENT OF RESOURCES

A. The City agrees to commit the following resources to the program established under this Agreement:

1. The total cost of employing one 1.0 FTE embedded social worker—provided to the County as outlined in Article XIV of this Agreement;
2. Reasonable access to work stations within the City for the LEESW;
3. Subject to reasonable availability and City-determined prioritization, Law Enforcement dedicated resources to support the objectives of this program—primarily through the MPD's Deputy Chief of Police and patrol division;
4. Utilization of crime analysis data, on an as-needed basis, for evaluation of crime trends associated with chronic utilizers of police services;
5. Training for the LEESW, as reasonably appropriate and available; and
6. Other equipment including personal protective equipment (PPE) determined appropriate by the MPD.

B. The County agrees to commit the following resources to the project established under this Agreement:

1. One social worker (LEESW) who will be embedded full-time (1.0 FTE) at the MPD;
2. Coordination of funding to cover the program costs as provided in Article XIV of this Agreement;
3. Supervision and training for the LEESW;
4. Except as expressly provided in this Agreement, all necessary equipment, tools and materials for the LEESW to perform his/her duties, including:
 - a. Snohomish County Human Services identification;
 - b. Clothing that is necessary for outdoor working conditions, not to exceed \$250 annually;
 - c. Vehicles and/or other transportation means necessary for the LEESW to perform his/her duties hereunder, to include mileage reimbursement for use of personal vehicle during work hours; and
 - d. Other equipment determined necessary and mutually agreed upon by the Parties.
5. The Parties jointly agree to commit use of facilities, i.e., phones, furniture, copy machines, fax as reasonably available. Provided, that resource allocation shall be determined jointly on an ongoing basis with reasonable and good faith consideration afforded to the Parties' respective budgets and workload constraints.

VII. SUPERVISION; EMPLOYMENT STATUS; INSURANCE

- A. The Outreach Team's designated team leader shall generally oversee the day-to-day operations of the program which shall include the LEESW as a member. However, team members, specifically including without limitation the LEESW, will remain formally under the supervision of their respective agencies and their supervisors in their respective agencies.
- B. The Parties will communicate regularly to review operations and discuss any needed project adjustments.
- C. Each team member shall be responsible for complying with their respective agency's policies and procedures.
- D. Neither the LEESW nor the MPD police officers are agents of the other party, respectively, neither shall act as the agent of the other.

- E. The LEESW shall be and remain a County employee at all times relevant to this Agreement. Without limitation of the foregoing, no employment relationship shall be created under this Agreement between the City and the LEESW and/or any other employee of the County, or between the County and any employee of the City. The City shall not be liable for, nor obligated to pay to the County, or any employee of the County, specifically including without limitation the LEESW, compensation, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to LEESW which may arise as an incident of the LEESW performing services hereunder. Without limitation of the foregoing, the City shall not be obligated to pay industrial insurance for the services rendered by the LEESW.
- F. The County shall procure and maintain at all times relevant to this Agreement liability insurance coverage for the LEESW and any vehicle used by the LEESW in performing services under this Agreement in the same manner and in the same coverage amounts as provided for other County employees.

VIII. STANDARD OPERATING PROCEDURES

The following operating procedures may be supplemented in writing or by practice. The following is not intended to be an exclusive or exhaustive set of policies and procedures.

- A. Hours of Operation: Hours of operation for the LEESW will be determined and agreed upon by the Parties.
- B. Information Sharing: To the extent allowed by law, the LEESW shall share information about his/her activities under this Agreement with the MPD. The LEESW shall upon the City's request participate in administrative hearings, including without limitation hearings concerning officer discipline, related to activities the LEESW may witness in performing his/her duties under this Agreement. The LEESW shall assist MPD officers upon the City's request by providing written statements and will testify in court proceedings as required. MPD officers shall reasonably cooperate with the LEESW by providing incident reports, statements, and offender photos as allowed by law. Any release of records or other information shall comply with MPD and Snohomish County policies related to confidentiality, as well as applicable state and federal law.
- C. Community Contact: The LEESW shall engage and communicate with the Marysville community, this includes but is not limited to providing outreach, approved presentations to community groups and training.

IX. OUTREACH, ENGAGEMENT AND LIAISON ACTIVITIES

The LEESW and law enforcement shall work as a team to provide the following services:

- A. Provide outreach to homeless individuals who are living in encampments, tents, vehicles, abandoned buildings or other places not meant for human habitation;
- B. Provide outreach via phone to individuals self-referring for services who are homeless and struggling with behavioral health issues;
- C. Provide outreach to limited and designated community partners after case consultation has occurred, including but not limited to law enforcement, behavioral health treatment and other social service partners;
- D. Meet with above identified individuals to discuss program goals, which include but are not limited to:
 - 1. Pursuit of and enrollment in substance use disorder treatment;
 - 2. Pursuit of and enrollment in mental health treatment;
 - 3. Exploration of and securing available safe and affordable housing resources; and
 - 4. Identification of other needs and resources available, including but not limited to medical issues, education and employment goals, family unification/reunification, procurement of identification, enrollment in medical benefits, procurement of mainstream benefits such as Housing and Essential Needs (HEN), Aged, Blind and Disabled Medicaid (ABD) and Supplemental Security Income (SSI).
- E. The LEESW shall work with individuals to develop a plan to meet the agreed upon goals. The plan may include but is not limited to:
 - 1. Facilitation of entry into the Snohomish County Diversion Center (DC);
 - 2. Facilitation of entry into a licensed withdrawal management facility;
 - 3. Facilitation of entry into inpatient or outpatient SUD or MH treatment;
 - 4. Working with area treatment centers to facilitate assessment and authorization for treatment;
 - 5. Assisting to procure identification;
 - 6. Assisting with enrollment into a medical benefit system;

7. Assisting with enrollment into the Coordinated Entry homeless housing system;
 8. Orienting individuals to the services provided via the Carnegie Resource Center;
 9. Coordinating transportation to assessments, treatment and other appointments in collaboration with the DC if that is their current residence; and
 10. Assisting to establish a medical provider.
- F. The LEESW shall continue to work with the individual once treatment services begin. This shall include:
1. Assisting in securing time-limited housing through the Human Services' Behavioral Health Divisions' Rapid Rehousing program as funding allows.
 2. Discussing a plan for developing housing self-sufficiency to include increasing individuals income,
 3. Maintaining contact with the individual and landlord to address issues as they arise, and
 4. Providing a warm handoff to outpatient treatment agency and ensure release of information forms are signed to enable care coordination.
- G. The LEESW shall be responsible for documenting all contacts in the Behavioral Health database within seventy-two (72) hours of contact. This shall include:
1. Accurate demographics;
 2. Time spent with each individual receiving services;
 3. Accurate outcomes recorded;
 4. Notes regarding encounters and planning activity;
 5. Incident documentation; and
 6. Data for each month shall be completed no later than the first Monday of the month following the service month.

- H. The LEESW shall attend designated community meetings and presentations that add value to the program. Any community meetings or presentations shall be vetted through the County Behavioral Health Supervisor prior to making a commitment to attend or present. These shall be no more than ten percent of the Embedded Social Worker's time.
- I. The LEESW shall ensure that social contacts made with individuals in need of social services include appropriate referrals based on indicated need and follow-up if necessary.
- J. The LEESW shall ensure that arrested individuals who are referred to the LEESW in lieu of booking are provided with appropriate referrals based in indicated need and follow-up to ensure the individual has utilized the resources provided.
- K. The LEESW shall ensure that arrested and booked individuals who are referred to the LEESW are provided assistance in accessing needed treatment services. The LEESW shall work with the prosecuting attorney and/or jail transitional services to help determine the conditions of sentencing and/or release that will motivate the individual to seek needed services.

X. ROLES AND RESPONSIBILITIES DURING CONTACT

- A. The LEESW shall make contact with people in need of social services both in the field and at their assigned duty station or business office. The LEESW shall conduct outreach as deemed necessary and interact with individuals with varying degrees of mental health problems, substance use disorder issues, housing needs, and other service needs.
- B. The LEESW shall ensure that the Outreach Team's designated team leader or his/her designee determines if contacted individuals who have warrants are to be booked based upon the MPD's discretionary judgment as to what approach will be in the best interest of the person and the community.
- C. The LEESW shall not be expected to conduct criminal interviews and is not acting as an agent of the MPD during outreach in the community. However, if the LEESW is subpoenaed as a result of his/her coordinated effort with MPD, the LEESW shall appear and testify.

XI. STATISTICS AND EVALUATION

- A. The LEESW program established under this Agreement will be funded through December 31, 2021, subject to appropriation, and then evaluated by the Parties for efficiency and impact.

- B. The LEESW shall maintain a log and record statistics on his/her work with MPD which can be evaluated on a regular basis. Those statistics may be used to map any trends in the target demographic. The results of the evaluation shall be forwarded to each party for review.
- C. Measures for the above-referenced evaluation may include, without limitation, the following:
1. Number of contacts: Include date, time, name, date of birth, contact address, home address (if applicable), stop reason, want/warrant status;;
 2. MPD charge/case number (if applicable);
 3. Amount of hours the LEESW spent on outreach;
 4. OT or regular duty;
 5. Name of officers involved in outreach;
 6. Name of any social service groups involved in outreach;
 7. Result of contact: i.e., referral, placement, refusal, etc.;
 8. Underlying issue: mental health, substance abuse, financial issues, etc.;
 9. Training conducted;
 10. Meetings attended; and
 11. Other relevant measurements

XII. INDEMNIFICATION & HOLD HARMLESS

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

To the extent that a loss or claim hereunder arises out of the joint or concurrent negligence of both Parties, the Parties' respective liabilities shall be as provided by the laws of the State of Washington.

Each party's waiver of immunity under Title 51 RCW above, made solely for the purposes of this indemnification, has been mutually negotiated by the Parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

XIII. TERM; TERMINATION

This Agreement shall be effective upon either 1) recording of the Agreement with the Snohomish County Auditor or 2) posting on each agency's web site and shall continue in effect until December 31, 2021 unless terminated as provided herein or mutually extended by written agreement of the Parties. Either party may terminate this Agreement with or without cause by providing the other party with at least thirty (30) days written notice. Termination of the Agreement will not result in a refund of payments previously remitted for that calendar year.

XIV. LEESW PROGRAM COSTS

Annual Costs for LEESW (1.0 FTE)	
Salary*	\$ 70,141.68
Benefits**	\$ 32,966.59
Total	\$ 103,108.27
Supplies***	\$ 750.00
Indirect/FTE ^	\$ 24,856.21
Admin	\$ 23,757.93
Leave Coverage	\$ 5,948.32
Total Cost/FTE	\$ \$158,420.72

*Based on a full-time Mental Health Community Support Specialist entry-level employee in the "MHCSS" category.

**Benefits estimated at 45% of salary, and may vary slightly depending on the number of dependents, type of health and dental plans that are chosen, etc. The Parties mutually acknowledge that this estimate is consistent with employees in similar positions.

***Employee clothing, safety equipment, general supplies, etc.

^Based on 2019 fixed costs in the LEESW program category at Human Services and prorated reimbursables. Also known as "burden" or billable costs. .

Total cost for 2021 estimated at \$167,182.08 which reflects a 3% increase to reimbursables and 10% increase to indirect costs

- A. The City will contribute roughly one hundred percent (100%) of the total cost of a 1.0 FTE LEESW position.
- B. The City shall remit payment of the above-amount to the County in equal quarterly installments.
- C. Pursuant to RCW 43.09.210, the Parties mutually acknowledge that the services provided under this Agreement are being compensated at their full and true value.

XV. MISCELLANEOUS

A. Public Records Act

This Agreement and all public records associated with the Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the City are needed for the County to respond to a request under the Act, as determined by the County, the City agrees to make them promptly available to the County. If the City considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the City shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the City and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the City (a) of the request and (b) of the date that such information will be released to the requester unless the City obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the City fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the City to claim any exemption from disclosure under the Act. The County shall not be liable to the City for releasing records not clearly identified by the City as confidential or proprietary. The County shall not be liable to the City for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

B. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

C. No Third Party Beneficiaries

The provisions of this Agreement are for the exclusive benefit of the County and the City. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third Parties.

D. Governing Law; Venue

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

E. Severability

Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

F. Authority

Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the City, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the City, as the case may be.

G. Survival

Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

H. Execution in Counterparts.

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

I. Amendments

No changes or additions shall be made to this Agreement except as agreed to by both Parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

J. Filing; Posting

Pursuant to RCW 39.34.040, a fully executed copy of this Agreement shall be filed with the office of the Snohomish County Auditor or posted by subject on a party's website.

SIGNED:

Jon Nehring, Mayor
City of Marysville

Date

Dave Somers, Executive
Snohomish County

Date

Index #17

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM: Hotel Motel Committee Recommendation	AGENDA SECTION: New Business	
PREPARED BY: Leah Tocco, Executive Services Coordinator	AGENDA NUMBER:	
ATTACHMENTS: 1. Hotel/Motel Committee Scoring Criteria	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The Hotel/Motel Committee convened on November 15, 2019 to review grant applications. The committee interviewed grant applicants and then scored all proposals. Funding available through 2019 is \$111,500. The committee recommended awarding \$78,500 to the grant applicants.

The Committee recommends the following funding for projects:

Marysville Getchell High School – Twilight XC Invitational	\$10,000
City of Marysville Parks Department – Opera House Strategic Marketing Plan	\$15,000
Maryfest – Marysville Strawberry Festival	\$20,000
Marysville Tulalip Chamber of Commerce – 2020 Marysville Brew and Cider Fest	\$6,000
Red Curtain Foundation for the Arts –The Rememberer	\$1,500
City of Marysville – Fourth of July Festival	\$26,000

RECOMMENDED ACTION: Staff recommends the City Council consider approving the Hotel/Motel Grant Review Committee’s recommendation on award funding for 2020.

COUNCIL ACTION:

2019 Hotel/Motel Tax Grant Application Rating Sheet

Please complete a scoring sheet for each of the Hotel/Motel Tax Grant applications. Use the rating scale of 0-10 or 0-5 as indicated for each category. "0" is the lowest score available. There is a total of 70 points possible per rating sheet.

Organization Name:	Evaluator's Name:
---------------------------	--------------------------

Category	Definition	Points Available	Points Allocated
Project Eligibility	Applicant clearly defines the tourism project. The proposal indicates how it will increase tourism, which could include attracting and welcoming tourists; strategies to expand tourism; marketing of special events and festivals designed to attract tourists.	20	
Project Management	Applicant demonstrates the ability to successfully implement and manage the project in a timely manner, within budget, and consistent with the funding requirements	10	
Needs Assessment	Applicant objectively establishes the acuteness of the community need that the proposed project seeks to address.	10	
Budget	Project estimates and costs are reasonable and well supported or justified relative to the number of persons to be served and the services to be provided. Budget forms are accurate and thorough.	10	
Project Partnerships	Applicant demonstrates collaboration with other organizations in the community.	5	
Tourism	Applicant shows a viable estimate for how many tourists the event is estimated to generate. For strategic or marketing related grant requests (non-event based) the applicant demonstrates how the project will drive tourism through ongoing efforts.	10	
Project Scalability	Project is scalable and can be funded in part and still be viable.	5	

Proof of Non-Profit Status	Did the applicant provide evidence of their non-profit status (i.e. copy of the certificate signed by the Secretary of State for the State of Washington and/or a copy of the Federal Internal Revenue Service letter confirming 501(c)(3) status). Was a tax identification number provided on the application? NOTE: City of Marysville projects do not require proof of non-profit status.	Yes or No	
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Index #18

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM: An Ordinance to amend Marysville Municipal Code Chapter 3.104 related to industrial and manufacturing property tax exemption eligibility.	AGENDA SECTION: New Business	
PREPARED BY: Jeff Thomas, Community Development Director	APPROVED BY:	
ATTACHMENT: 1. Ordinance		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

On April 25, 2016, the City of Marysville adopted Ordinance 3020 authorizing a 10-year property tax exemption on the construction of new industrial and manufacturing facilities within the Cascade Industrial Center. This Ordinance adopted the provisions enacted in state law, Revised Code of Washington (RCW), Chapter 84.25 for eligibility and established a process for such requests.

Regarding eligibility, RCW 84.25.030 in part defines a “family living wage job” as one paying a minimum of \$18.00 per hour adjusted annually for inflation by the consumer price index and provides the local authority the ability to subsequently adjust such based on regional factors and wage conditions. With the cost of living continuing to increase in Marysville and Snohomish County as well as regular state wide increases in minimum wage, this family living wage is deemed insufficient.

The attached Ordinance proposes to adjust the family living wage to \$26.08 per hour by amending Marysville Municipal Code (MMC), Chapter 3.104 to add a definition of “family living wage job” to replace the RCW definition adopted by reference. The new MMC definition embeds the \$26.08 per hour rate in it with a similar annual adjustment for inflation by the consumer price index.

This increased hourly rate was derived from the published “Living Wage Calculator” at the Massachusetts Institute of Technology (MIT), Department of Urban Studies and Planning. MIT has published this calculator annually since 2004 for counties and metropolitan statistical areas across the country. Snohomish County data was used for this calculation by averaging all categories of family living wages for a family consisting of two adults and at least one child.

RECOMMENDED ACTION: Adopt Ordinance.
RECOMMENDED MOTION: I move to adopt the Ordinance as attached to amend Marysville Municipal Code chapter 3.104 related to industrial/ manufacturing property tax exemption eligibility.
COUNCIL ACTION:

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO THE ELIGIBILITY FOR INDUSTRIAL / MANUFACTURING PROPERTY TAX EXEMPTION; AMENDING CERTAIN SECTIONS OF MARYSVILLE MUNICIPAL CODE CHAPTER 3.104.

WHEREAS, Engrossed Senate Bill 5761 providing for property tax exemption for the value of new construction of industrial and manufacturing facilities in targeted urban areas was enacted as Chapter 84.25 RCW; and

WHEREAS, the City of Marysville has determined the targeting of an industrial and manufacturing area for property tax exemption will assist in the new construction of industrial and manufacturing facilities that will provide employment for family living wage jobs; and

WHEREAS, the City of Marysville is qualified to grant or deny this property tax exemption based on the act criteria, that it has planned under the Growth Management Act and has zoned lands for industrial and manufacturing uses that are undeveloped and/or underutilized; and

WHEREAS, the City of Marysville adopted Ordinance 3020 on April 25, 2016 making certain underdeveloped and/or underutilized lands zoned for industrial/manufacturing uses eligible for ad valorem tax relief and establishing a process regarding such relief; and

WHEREAS, Ordinance 3020 adopted Chapter 84.25 RCW by reference, including the establishment of a family living wage of \$18.00 per hour to be adjusted annually by the Consumer Price Index.

WHEREAS, Chapter 84.25 RCW provides for the local authority to increase the family living wage based on regional factors and wage conditions.

WHEREAS, continuing significant cost of living increases in Snohomish County as well as state-wide increases in minimum wage have rendered the established family living wage in Chapter 84.25 RCW to be insufficient.

WHEREAS, the City of Marysville desires to increase the family living wage for this property tax exemption to an averaged amount for two adults and one or more children; and

WHEREAS, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's municipal code; and

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

Section 1. Amendment of Municipal Code. Chapter 3.104 of the municipal code is hereby amended as set forth in **Exhibit A**.

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

Section 3. Correction. Upon approval by the City Attorney, the City Clerk or the code reviser are authorized to make necessary corrections to this Ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

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

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

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

EXHIBIT A

Chapter 3.104 INDUSTRIAL/MANUFACTURING PROPERTY TAX EXEMPTION

Sections:

- 3.104.010 Findings.**
- 3.104.020 Adoption by reference.**
- 3.104.030 Definitions.**
- 3.104.040 Application and fees.**
- 3.104.050 Certificate of tax exemption, approval, denial, termination, and appeal.**

3.104.010 Findings.

There are insufficient family living wage jobs, as those jobs are defined by [MMC 3.104.030RCW 84.25.030](#), for Marysville's wage earning population. It is the purpose of this chapter to encourage new manufacturing and industrial uses on undeveloped and underutilized lands zoned for industrial and manufacturing uses in the area identified in this chapter. (Ord. 3020 § 2 (Exh. A), 2016).

3.104.020 Adoption by reference.

Chapter 84.25 RCW as currently enacted or subsequently amended is hereby adopted by reference, [except as modified herein](#). (Ord. 3020 § 2 (Exh. A), 2016).

3.104.030 Definitions.

The following definitions shall apply to this chapter:

"Authorized representative" or "duly authorized representative" means the director of the community development department or his or her designee.

"City" means the city of Marysville. (Ord. 3020 § 2 (Exh. A), 2016).

["Family living wage job" means a job with a wage that is sufficient for raising a family consisting of two adults and at least one child. A family living wage job must have an average wage of twenty-six dollars and eight cents \(\\$26.08\) an hour or more, working two thousand eighty hours per year on the subject site, as adjusted annually commencing January 1, 2020 for inflation by the consumer price index.](#)

3.104.040 Application and fees.

An owner of property seeking a tax exemption under this chapter shall submit an application to the director of community development prior to the application for any building permit for the project. The application shall be on a form established by the director, along with the required fees. The initial application fees to the city shall be \$500.00 plus any amount required by the county assessor in administering this chapter. If the application is approved, the city shall pay the application fee to the county assessor for deposit in the county current expense fund, after first deducting that portion of the fee attributable to the city's administrative costs in processing the application. If

the application shall result in a denial by the city, the city shall retain that portion of the fee attributable to its own administrative costs and refund the balance to the applicant. (Ord. 3020 § 2 (Exh. A), 2016).

3.104.050 Certificate of tax exemption, approval, denial, termination, and appeal.

(1) The director of community development or his or her designee shall make the determination whether a holder of a conditional acceptance of tax exemption qualifies for a certificate of tax exemption upon the completion of the new construction of a manufacturing/industrial facility and a certificate of occupancy issued. The director shall also review each certificate of tax exemption annually for compliance with this chapter.

(2) If the director determines that the property is not qualified for an exemption under this chapter or that it no longer meets the criteria of this chapter for eligibility for a tax exemption, he or she shall notify the owner of the property, as shown in the assessor's records, of the determination to deny or terminate the tax exemption. The notification shall be by certified mail, return receipt requested, and by regular first class mail. A recognized courier service may be substituted for first class mail. A copy shall also be sent to the Snohomish County assessor.

(3) The owner may appeal the determination by filing a written notice of appeal specifying the factual and legal basis on which the determination of termination is alleged to be erroneous. Such appeal must be served on the city clerk within 30 days of the date the notice was placed in the mail.

(4) The chief administrative officer of the city shall hold a hearing within 30 days of the notice of appeal. The parties may be heard at the hearing and the chief administrative officer may use the procedures set forth in Chapter 34.05 RCW to control the conduct of the hearing and admission of evidence.

(5) The chief administrative officer shall issue a decision affirming, modifying, or repealing the determination of termination based on the evidence admitted at the hearing. A copy of the decision shall be served on the owner within 30 days of the hearing by certified mail, return receipt requested, and by regular first class mail. A recognized courier service may be substituted for first class mail. A copy shall also be sent to the Snohomish County assessor.

(6) An aggrieved party may appeal the decision of the chief administrative officer to the superior court as provided in RCW 34.05.510 through 34.05.598. (Ord. 3020 § 2 (Exh. A), 2016).

Index #19

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

CITY COUNCIL MEETING DATE: 12/9/2019

AGENDA ITEM:	
An Ordinance Amending the 2019-2020 Biennial Budget and Providing for the Increase of Certain Expenditure items as Budgeted for in Ordinance No. 3108	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Draft Ordinance; Agenda Bills for Civil Plan Review Position and Training Sergeant Position; Drug Seizure 2020 Budget Memo	
BUDGET CODE:	AMOUNT:
Various	\$326,884.00
SUMMARY:	

During the 2019-2020 biennial budget period certain activities occur which requires amending the budget to best meet the need of the City services. Below is a summary of the activities that will affect the 2019-2020 biennial budget.

Two new positions were approved by City Council in 2019 making it necessary to adjust the budget, Civil Plan Review, and Training Sergeant.

The Drug Seizure fund is requesting additional budget of \$20,000 for small tools.

Establish 2020 compensation pay classifications and grades or ranges in accordance with MMC 2.50.030.

RECOMMENDED ACTION: Staff recommends that City Council adopt the Ordinance Amending the 2019-2020 Biennial Budget and Providing for the Increase in Certain Expenditure Items as Budgeted for in Ordinance No. 3108

RECOMMENDED MOTION: I move to approve Ordinance No. _____ amending the 2019-2020 Biennial Budget.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING THE 2019-2020 BIENNIAL BUDGET AND PROVIDING FOR THE INCREASE OF CERTAIN EXPENDITURE ITEMS AS BUDGETED FOR IN ORDINANCE NO. 3108.

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

Section 1. Since the adoption of the 2019-2020 budget by the City Council on November 26, 2018, it has been determined that the interests of the residents of the City of Marysville may best be served by the increase of certain expenditures in the 2019- 2020 budget. The following funds as referenced in Ordinance No. 3108 are hereby amended to read as follows:

Fund Title	Fund No.	Description	Current Budget	Amended Budget	Amount of Inc/(Dec)
General Fund	001	Beginning Fund Balance	\$ 9,843,300	\$ 9,843,300	\$ -
General Fund	001	Revenue	106,481,064	107,281,064	800,000
General Fund	001	Expenditures	110,001,404	110,308,288	306,884
General Fund	001	Ending Fund Balance	6,322,960	6,816,076	493,116
Drug Seizure	103	Beginning Fund Balance	\$ -	\$ -	\$ -
Drug Seizure	103	Revenue		20,000	20,000
Drug Seizure	103	Expenditures		20,000	20,000
Drug Seizure	103	Ending Fund Balance	-	-	-

The detail concerning the above – referenced amendments are attached hereto as Exhibit “A”.

Section 2. Since the adoption of the 2019-2020 budget and in accordance with MMC 2.50.030, the 2019-2020 biennial budget hereby directs that City employees shall be compensated in accordance with the established pay classifications and grades or ranges attached hereto and contained in Exhibit “B”.

Section 3. Except as provided herein, all other provisions of Ordinance No. 3108 shall remain in full force and effect, unchanged.

Section 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 5. Effective date. This ordinance shall become effective five days after the date of its publication by summary.

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

CITY OF MARYSVILLE

By _____ MAYOR

ATTEST:

By _____ DEPUTY CITY CLERK

Approved as to form:

By _____ CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

**EXHIBIT A – 2019-2020
Amendment Account Detail**

		Beginning Cash Balance Adjustment	Revenue Adjustment	Appropriation Adjustment	Ending Fund Balance Adjustment
Description					
General Fund					
Community Development	Civil Plan Review Position			146,405	(146,405)
Community Development	Professional Services			(25,000)	25,000
Police	Training Sergeant		-	185,479	(185,479)
	Public Safety Sales Tax		800,000	-	800,000
				-	-
	Total General Fund	-	800,000	306,884	493,116
Drug Seizure- Fund 103					
	Increased seizure activity and size of seizures	-	20,000	-	20,000
	Small Tools	-	-	20,000	(20,000)
	Total Drug Seizure	-	20,000	20,000	-
GRAND TOTAL		-	800,000	306,884	493,116

EXHIBIT B – 2019-2020

CITY OF MARYSVILLE
MANAGEMENT PAY GRID 2020

PAY CODE	JOB CLASS	TITLE	3.0% Increase								
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
M113	MA13	Assistant Court Administrator	\$ 79,934	\$ 82,326	\$ 84,822	\$ 87,339	\$ 89,981	\$ 92,685	\$ 95,451	\$ 97,843	\$100,277
	MB13	Athletic Supervisor	\$ 38.43	\$ 39.58	\$ 40.78	\$ 41.99	\$ 43.26	\$ 44.56	\$ 45.89	\$ 47.04	\$ 48.21
	MC13	Community Center Supervisor									
	MD13	Cultural Arts Supervisor									
	ME13	Recreation Supervisor									
M115	MA15	Administrative Services Manager	\$ 91,853	\$ 94,578	\$ 97,427	\$100,360	\$103,376	\$106,475	\$109,678	\$112,382	\$115,190
	MB15	GIS-Supervisor	\$ 44.16	\$ 45.47	\$ 46.84	\$ 48.25	\$ 49.70	\$ 51.19	\$ 52.73	\$ 54.03	\$ 55.38
M116	MA16	Parks Maintenance Manager	\$ 98,280	\$101,213	\$104,250	\$107,370	\$110,594	\$113,922	\$117,333	\$120,266	\$123,261
	MB16	Prosecutor	\$ 47.25	\$ 48.66	\$ 50.12	\$ 51.62	\$ 53.17	\$ 54.77	\$ 56.41	\$ 57.82	\$ 59.26
	MC16	Risk/Emergency Management									
	MD16	Solid Waste/Support Services Supervisor									
	ME16	Storm/Sewer Supervisor									
	MF16	Street Supervisor									
	MG16	Water Operations Supervisor									
	MH16	Water Resource Supervisor									
M117	MA17	Building Official	\$103,168	\$106,267	\$109,450	\$112,736	\$116,147	\$119,600	\$123,198	\$126,277	\$129,438
	MB17	Court Administrator	\$ 49.60	\$ 51.09	\$ 52.62	\$ 54.20	\$ 55.84	\$ 57.50	\$ 59.23	\$ 60.71	\$ 62.23
	MC17	Financial Operations Manager									
	MD17	Financial Planning Administrator									
	ME17	Planning Manager									
	MF17	Senior Project Engineer									
	MG17	Traffic Engineer Manager									
M118	MA18	Engineering Service Manager	\$108,347	\$111,571	\$114,920	\$118,373	\$121,950	\$125,590	\$129,355	\$132,600	\$135,907
	MB18	Senior Project Manager	\$ 52.09	\$ 53.64	\$ 55.25	\$ 56.91	\$ 58.63	\$ 60.38	\$ 62.19	\$ 63.75	\$ 65.34
	MC18	Civic Campus Project Manager									
M119	MA19	Assistant Parks Director	\$113,755	\$117,166	\$120,682	\$124,301	\$128,024	\$131,872	\$135,824	\$139,214	\$142,709
	MB19	Utility Manager	\$ 54.69	\$ 56.33	\$ 58.02	\$ 59.76	\$ 61.55	\$ 63.40	\$ 65.30	\$ 66.93	\$ 68.61
M120	MA20	No Position	\$119,434 \$ 57.42	\$123,011 \$ 59.14	\$126,693 \$ 60.91	\$130,520 \$ 62.75	\$134,430 \$ 64.63	\$138,466 \$ 66.57	\$142,626 \$ 68.57	\$146,182 \$ 70.28	\$149,843 \$ 72.04
M121	MA21	City Engineer	\$125,424	\$129,189	\$133,037	\$137,030	\$141,149	\$145,392	\$149,760	\$153,483	\$157,310
	MB21	Deputy City Attorney	\$ 60.30	\$ 62.11	\$ 63.96	\$ 65.88	\$ 67.86	\$ 69.90	\$ 72.00	\$ 73.79	\$ 75.63
	MC21	Police Commander									
	MD21	IS Manager									
M122	MA22	Assistant Finance Director	\$131,685	\$135,616	\$139,693	\$143,915	\$148,221	\$152,651	\$157,227	\$161,179	\$165,194
	MB22	Assistant Public Works Director	\$ 63.31	\$ 65.20	\$ 67.16	\$ 69.19	\$ 71.26	\$ 73.39	\$ 75.59	\$ 77.49	\$ 79.42
	MC22	Human Resources Manager									
M123	MA23	Assistant Police Chief	\$144,851 \$ 69.64	\$149,198 \$ 71.73	\$153,670 \$ 73.88	\$158,288 \$ 76.10	\$163,010 \$ 78.37	\$167,918 \$ 80.73	\$172,952 \$ 83.15	\$177,278 \$ 85.23	\$181,709 \$ 87.36
M124	MA24	Community Development Director	\$152,090								\$194,667
	MC24	Parks Director	\$ 73.12								\$ 93.59
M125	MA25	Finance Director	\$159,702 \$ 76.78								\$204,402 \$ 98.27
M126	MA26	Police Chief	\$167,690								\$214,635
	MB26	City Attorney	\$ 80.62								\$ 103.19
	MC26	Public Works Director									

**CITY OF MARYSVILLE
NON REPRESENTED PAY GRID 2020**

3% Increase												
PAY CODE	JOB CLASS	TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
N110	NA10	Human Resource Assistant	\$ 64,667	\$ 66,602	\$ 68,598	\$ 70,658	\$ 72,779	\$ 74,963	\$ 77,210	\$ 79,144	\$ 81,120	
	NB10	Planning Technician	\$ 31.09	\$ 32.02	\$ 32.98	\$ 33.97	\$ 34.99	\$ 36.04	\$ 37.12	\$ 38.05	\$ 39.00	
	NC10	Confidential Legal Assistant										
	ND10	Computer Technician										
N111	NA11	Deputy City Clerk	\$ 68,536	\$ 70,616	\$ 72,717	\$ 74,901	\$ 77,147	\$ 79,435	\$ 81,848	\$ 83,886	\$ 85,987	
	NB11	Probation Officer	\$ 32.95	\$ 33.95	\$ 34.96	\$ 36.01	\$ 37.09	\$ 38.19	\$ 39.35	\$ 40.33	\$ 41.34	
N112	NA12	Code Enforcement Officer	\$ 73,341	\$ 75,546	\$ 77,792	\$ 80,122	\$ 82,555	\$ 85,010	\$ 87,568	\$ 89,773	\$ 91,998	
	NB12	Confidential Admin. Associate	\$ 35.26	\$ 36.32	\$ 37.40	\$ 38.52	\$ 39.69	\$ 40.87	\$ 42.10	\$ 43.16	\$ 44.23	
	NC12	Development Services Technician										
	ND12	Financial Specialist - Engineering										
	NE12	Inspector I - Building										
	NF12	Inspector I - Construction										
	NG12	Paralegal										
	NH12	Planning Assistant										
	NI12	Emergency Preparedness Coordinator										
	NJ12	Safety & Training Administrator										
	NK12	Surface Water Specialist										
	NL12	Surface Water Inspector										
N113	NA13	Associate Planner	\$ 79,934	\$ 82,326	\$ 84,802	\$ 87,339	\$ 89,960	\$ 92,685	\$ 95,451	\$ 97,843	\$ 100,277	
	NB13	I.S. Analyst	\$ 38.43	\$ 39.58	\$ 40.77	\$ 41.99	\$ 43.25	\$ 44.56	\$ 45.89	\$ 47.04	\$ 48.21	
	NC13	Engineering Technician										
	ND13	Financial Analyst										
	NE13	GIS Analyst										
	NF13	Human Resource Specialist										
	NG13	Inspector II - Building										
	NH13	Inspector II - Construction										
	N131	Executive Services Coordinator										
	N132	NPDES Coordinator										
	N114	NA14	Crime & Intelligence Analyst	\$ 85,821	\$ 88,400	\$ 91,062	\$ 93,766	\$ 96,595	\$ 99,486	\$ 102,502	\$ 105,040	\$ 107,661
		NB14	Electronic Control Systems Administrator	\$ 41.26	\$ 42.50	\$ 43.78	\$ 45.08	\$ 46.44	\$ 47.83	\$ 49.28	\$ 50.50	\$ 51.76
NC14		Human Resource Analyst										
ND14		Inspector III - Combo										
NE14		Inspector III - Electrical										
NF14	Planner											
N115	NA15	Assistant Building Official	\$ 91,853	\$ 94,578	\$ 97,427	\$ 100,360	\$ 103,376	\$ 106,475	\$ 109,678	\$ 112,382	\$ 115,190	
	NB15	Civil Plan Review	\$ 44.16	\$ 45.47	\$ 46.84	\$ 48.25	\$ 49.70	\$ 51.19	\$ 52.73	\$ 54.03	\$ 55.38	
	NC15	No Position										
	ND15	Project Engineer										
	NE15	Senior Planner										
N116	NA16	IS System Administrator	\$ 98,280	\$ 101,213	\$ 104,250	\$ 107,370	\$ 110,594	\$ 113,922	\$ 117,333	\$ 120,266	\$ 123,261	
	NB16	Public Relations Administrator	\$ 47.25	\$ 48.66	\$ 50.12	\$ 51.62	\$ 53.17	\$ 54.77	\$ 56.41	\$ 57.82	\$ 59.26	

CITY OF MARYSVILLE**2020****MPOA - (OFFICERS & SERGEANTS)****January 1, 2020 Through December 31, 2020***6.0% increase*

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officers	\$ 6,122	\$ 6,356	\$ 6,584	\$ 6,943	\$ 7,342	\$ 7,634
Police Sergeant	\$ 8,631	\$ 9,008				
Entry Police	\$ 5,509					

2020**MPOA - (CUSTODY OFFICER, CORPORAL & COMMUNITY SERVICE OFFICER)****January 1, 2020 - December 31, 2020***4.0% increase*

PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Community Service Officer	\$ 4,777	\$ 4,971	\$ 5,175	\$ 5,387	\$ 5,608	\$ 5,839	\$ 6,065
Custody Sergeant	\$ 6,633	\$ 6,830					
Custody Corporal	\$ 6,341	\$ 6,525					
Custody Officer	\$ 4,896	\$ 5,105	\$ 5,284	\$ 5,469	\$ 5,684	\$ 5,922	\$ 6,098

**CITY OF MARYSVILLE
TEAMSTERS PAY GRID**

January 1, 2019

2.7% increase

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3630	3779	3934	4094	4264	4439	4611
Procurement & Distribution Asst/Program Asst	3	4069	4234	4413	4593	4781	4975	5169
Program Specialist	5	4124	4294	4471	4653	4845	5043	5237
Accounting Technician - UB	6	4153	4327	4502	4687	4883	5081	5276
Maintenance Worker I	6-1	4135	4306	4483	4666	4859	5057	5250
Accounting Technician - AP	7	4299	4476	4657	4847	5047	5255	5459
Property/Evidence Specialist	7-1	4385	4565	4751	4945	5148	5360	5568
Meter Reader/Repair	8	4814	5010	5213	5432	5652	5886	6112
Administrative Secretary	9	4306	4484	4666	4858	5056	5265	5469
Senior Accounting Technician	10	4683	4875	5076	5281	5495	5726	5946
Traffic Control Systems Tech	14	5004	5210	5425	5645	5875	6118	6356
Maintenance Worker II	16-1	4814	5010	5213	5432	5652	5886	6112
WWTP Maint Technician I	17	4881	5086	5291	5508	5734	5969	6199
Facilities Maintenance Worker II	18	5072	5279	5497	5721	5955	6201	6441
Lead Worker I/Records Unit Lead	20	5144	5359	5577	5806	6045	6292	6537
Equipment Mechanic	21	5123	5328	5546	5776	6012	6255	6499
Wtr Qual Splst/Cross Connect Cntrl Splst	22	5224	5437	5661	5894	6133	6386	6634
Water Operator/WWTP Pretreatment Tech.	22-1	5333	5552	5781	6018	6265	6521	6773
WWTP Operator	22-2	5492	5718	5955	6199	6453	6717	6976
WWTP Maint Technician II	23	5358	5577	5806	6043	6292	6548	6803
Lead Worker II	24	5567	5795	6033	6280	6538	6807	7072
Water Quality/WWTP Lead/Water Operations/Maintenance Lead Worker II	25	5757	5993	6239	6493	6760	7037	7310
Sr Traffic Control Systems Tech	26	5875	6118	6367	6629	6901	7186	7461

2020 Wages under negotiation

Index #20

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM:	
Amendment to Chapter 6.33 of the Municipal Code	
PREPARED BY:	DIRECTOR APPROVAL:
Burton Eggertsen	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
RCW 9A.86.010	
BUDGET CODE:	AMOUNT:
SUMMARY:	

RCW 9A.86.010 prohibits the wrongful disclosure of intimate images. Title 6 of the municipal code ("Penal Code") does not contain the criminal offense of disclosure of intimate images. The proposed ordinance will amend Chapter 6.33 to incorporate by reference RCW 9A.86.010.

RECOMMENDED ACTION: Staff recommends the Council consider amending Chapter 6.33 of the municipal code to incorporate by reference RCW 9A.86.010.

RECOMMENDED MOTION: I move to approve Ordinance No. _____ amending Chapter 6.33 of the municipal code.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON, AMENDING CHAPTER 6.33 OF THE MARYSVILLE
MUNICIPAL CODE.**

WHEREAS, Title 6 of the municipal code sets crimes and penalties for offenses within the City of Marysville; and

WHEREAS, there is currently not a criminal offense in the municipal code for wrongfully disclosing intimate images; and

WHEREAS, disclosing intimate images is prohibited by RCW 9A.86.010; and

WHEREAS, it is appropriate to amend the municipal code in response to changes in state law or conditions in the City; and

WHEREAS, public health, safety, and welfare benefits from periodic updates to the municipal code.

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

SECTION 1. Amendment of Municipal Code. Section 6.33 of the municipal code is amended as set forth in Exhibit A.

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

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

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

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

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

Chapter 6.33 OBSCENITY AND PORNOGRAPHY

Sections:

[6.33.010](#) Statutes incorporated by reference.

6.33.010 Statutes incorporated by reference.

The following statutes regarding obscenity and pornography are incorporated by reference:

RCW

- [9.68.015](#) Obscene literature, shows, etc. – Exemptions.
- [9.68.030](#) Indecent articles, etc.
- [9.68.050](#) Erotic material – Definitions.
- [9.68.060](#) Sale, distribution or exhibition of erotic material.
- [9.68.070](#) Affirmative defenses.
- [9.68.080](#) Unlawful acts relating to minors.
- [9.68.100](#) Exceptions for libraries.
- [9.68.110](#) Exceptions for motion picture projectionists.
- [9.68.130](#) Display of sexually explicit material.
- [9A.86.010](#) *Disclosing intimate images*

RCW 9A.86.010

Disclosing intimate images.

(1) A person commits the crime of disclosing intimate images when the person knowingly discloses an intimate image of another person and the person disclosing the image:

- (a) Obtained it under circumstances in which a reasonable person would know or understand that the image was to remain private;
- (b) Knows or should have known that the depicted person has not consented to the disclosure; and
- (c) Knows or reasonably should know that disclosure would cause harm to the depicted person.

(2) A person who is under the age of eighteen is not guilty of the crime of disclosing intimate images unless the person:

- (a) Intentionally and maliciously disclosed an intimate image of another person;
- (b) Obtained it under circumstances in which a reasonable person would know or understand that the image was to remain private; and
- (c) Knows or should have known that the depicted person has not consented to the disclosure.

(3) This section does not apply to:

- (a) Images involving voluntary exposure in public or commercial settings; or
- (b) Disclosures made in the public interest including, but not limited to, the reporting of unlawful conduct, or the lawful and common practices of law enforcement, criminal reporting, legal proceedings, or medical treatment.

(4) This section does not impose liability upon the following entities solely as a result of content provided by another person:

- (a) An interactive computer service, as defined in 47 U.S.C. Sec. 230(f)(2);
- (b) A mobile telecommunications service provider, as defined in RCW 82.04.065; or
- (c) A telecommunications network or broadband provider.

(5) It shall be an affirmative defense to a violation of this section that the defendant is a family member of a minor and did not intend any harm or harassment in disclosing the images of the minor to other family or friends of the defendant. This affirmative defense shall not apply to matters defined under RCW 9.68A.011.

(6) For purposes of this section:

(a) "Disclosing" includes transferring, publishing, or disseminating, as well as making a digital depiction available for distribution or downloading through the facilities of a telecommunications network or through any other means of transferring computer programs or data to a computer;

(b) "Intimate image" means any photograph, motion picture film, videotape, digital image, or any other recording or transmission of another person who is identifiable from the image itself or from information displayed with or otherwise connected to the image, and that was taken in a private setting, is not a matter of public concern, and depicts:

(i) Sexual activity, including sexual intercourse as defined in RCW 9A.44.010 and masturbation; or

(ii) A person's intimate body parts, whether nude or visible through less than opaque clothing, including the genitals, pubic area, anus, or postpubescent female nipple.

(7) The crime of disclosing intimate images:

- (a) Is a gross misdemeanor on the first offense; or
 - (b) Is a class C felony if the defendant has one or more prior convictions for disclosing intimate images.
- (8) Nothing in this section is construed to:
- (a) Alter or negate any rights, obligations, or immunities of an interactive service provider under 47 U.S.C. Sec. 230; or
 - (b) Limit or preclude a plaintiff from securing or recovering any other available remedy.
- [2016 c 91 § 1; 2015 2nd sp.s. c 7 § 1.]

Index #21



156th Street NE

Railroad Overcrossing

Total Request: \$17,700,000

Project Background

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



Former at-grade RR crossing closed in early 2000s

Access

Current access to and from the freeway in this vicinity occurs at the interchange of I-5 and State Route 531 (172nd Street NE). A future I-5 interchange at 156th Street NE is funded under Connecting Washington (\$42M, 2025-31). Once the interchange is complete, the west leg will not fully function as traffic west of I-5 will essentially be landlocked by the parallel railroad line. While the City has planned connections through the developing Lakewood Triangle, a railroad overcrossing at 156th Street NE will better accommodate traffic circulation and growth in the region.

Development

The City of Marysville, in partnership with adjacent property owners, constructed the overcrossing at 156th and I-5 in 2013 to spur development and provide access to the newly designated regional Cascade Industrial Center and the Lakewood Triangle. Tremendous commercial and industrial growth is underway in the Cascade Industrial Center and within the Lakewood Triangle. With full buildout expected within the next 20 years and continued growth in unincorporated Snohomish County west of I-5, the area will see increased congestion and significant daily traffic impacts along SR 531 (172nd Street NE) and I-5.

Improvements

Total project cost for the 156th Street NE Overcrossing project that would span the BNSF Railway track is estimated at \$17.7M including design, permitting, right-of-way and construction. This estimate is based on a preliminary design completed in 2019. The project is supported by BNSF, WSDOT, Snohomish County and other local agencies. The City's request of \$17.7M would fully fund the project.



Overcrossing at I-5 & 156th Street NE



Ebey Waterfront Trail Phase IV

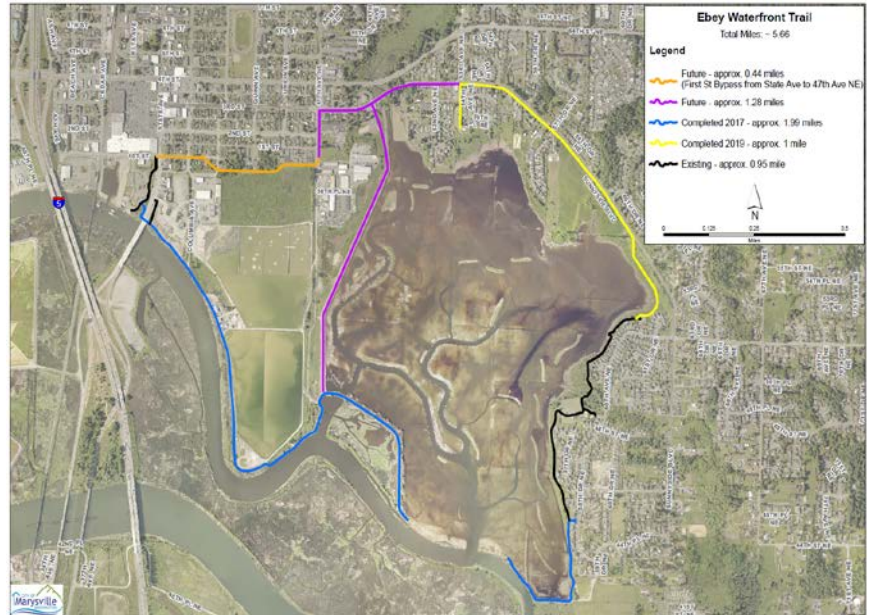
Project Background

Total Request: \$500,000

The Ebey Waterfront Trail project represents a significant improvement by the City of Marysville to improve its image by developing a regional destination that connects users with shoreline access to the newly restored Qwuloolt Estuary, the Ebey Slough waterfront and various parks located along the trail. The project also aims to support environmental awareness, promote tourism and build upon the economic redevelopment of the City's Downtown.

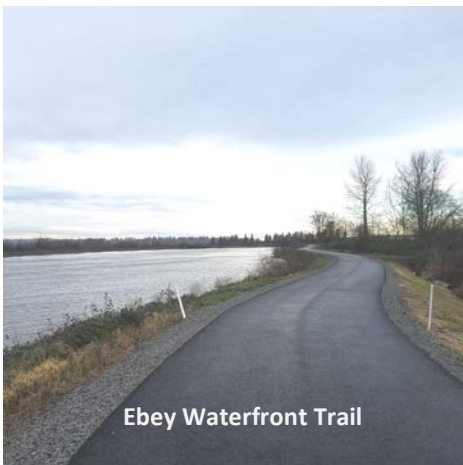
Improvements

The City has completed several phases of the six-mile planned trail network. A one-mile segment on Sunnyside Blvd south of 53rd Avenue NE was completed in 2019. Construction of this phase was funded in part by legislative appropriations received in 2018.



As depicted in the graphic above (as shown in purple), the next phase will extend the trail on Sunnyside Blvd west of 53rd Avenue NE, south on 47th Avenue NE and connect with the multi-use path currently under construction as part of the First Street Bypass project. Additionally, the trail will connect along the newly constructed dike which was installed prior to the breach that created the Qwuloolt Estuary. This remaining 1.28 miles represents a gap in the Ebey Waterfront Trail system that, once complete, will provide nearly six (6) miles of fully connected trails.

The project is currently under preliminary design and the City will be advancing the design. The City requests \$500,000 to secure right-of-way which will be required for construction. Right-of-way funds will help the City secure additional funds in order to advance construction.



Ebey Waterfront Trail



View from Ebey Waterfront Trail

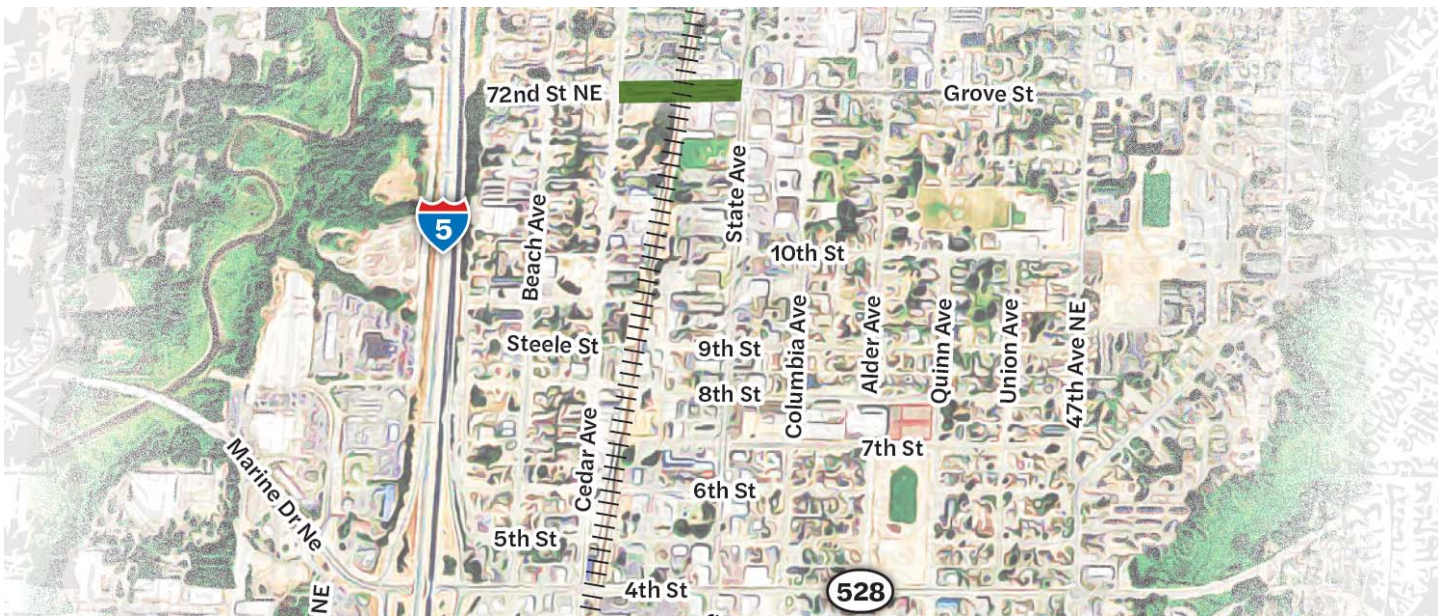


Grove Street Overcrossing

Total Request: \$24,000,000

Project Background

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



Existing At-Grade

Improvements

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

A 30% design effort has been completed with \$500K from the State and \$400K from the City. The total remaining project cost is estimated at \$24M including design, permitting, right-of-way and construction. The City's request of \$24M would fully fund the remainder of the project.

Placeholder: Community Center Capital Request