

Marysville City Council Meeting

September 13, 2021

7:00 p.m.

City Hall

Anyone wishing to provide written or verbal public comment, must pre-register at this link www.marysvillewa.gov/remotepubliccomment before noon on the day of the meeting.

To listen to the meeting without providing public comment:

Join Zoom Meeting

<https://zoom.us/j/92977133971>

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

Audience Participation

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

- 1. Approval of the July 26, 2021 City Council Meeting Minutes
- 2. Approval of the August 3, 2021 Special City Council Meeting Minutes
- 3. Approval of the August 20, 2021 Special City Council Meeting Minutes

Consent

- 7. Approval of the August 11, 2021 Claims in the Amount of \$955,389.93 Paid by EFT Transactions and Check Numbers 149804 through 149975
- 8. Approval of the August 18, 2021 Claims in the Amount of \$478,764.59 Paid by EFT Transactions and Check Numbers 149976 through 150055
- 9. Approval of the August 25, 2021 Claims in the Amount of \$1,297,823.92 Paid by EFT Transactions and Check Numbers 150056 through 150250

****These items have been added or revised from the materials previously distributed in the packets for the September 7, 2021 Work Session.***

Marysville City Council Meeting

September 13, 2021

7:00 p.m.

City Hall

10. Approval of the August 25, 2021 Payroll in the Amount of \$1,443,581.95 Paid by EFT Transactions and Check Numbers 33607 through 33626 with Check Number 112258 Voided

15. Consider Approving the Auto Theft Task Force Interlocal Agreement with Snohomish County

16. Consider Approving the Licensing Agreement with Snohomish County Sheriff's Office for use of the Sheriff's Office Gun Range

17. Consider Approving the Agreement with North Whidbey Sportsmen's Association for use of the North Whidbey Sportsmen's Association Gun Range

18. Consider Approving the Agreement with JA Brennan for Design Services at Comeford Park

19. Consider Approving the Memorandum of Agreement for a Demonstration Garden with Washington State University

20. Consider the Strategic Energy Management Funding Agreement with Snohomish County PUD No. 1

Review Bids

11. Consider the Rejection of the Opera House Exterior Repair and Painting Bid in the Amount of \$219,108.25

12. Consider the Comeford Reservoir Recoat Contract with Mericka Group, LLC in the Amount of \$447,911.40, and a Management Reserve of \$44,791.14, for a Total Allocation of \$492,702.54

Public Hearings

13. Consider an **Ordinance** Vacating the Unopened Public Right-of-Way and Waive Compensation for Said Vacation

New Business

21. Consider an **Ordinance** Authorizing the City to Use Eminent Domain to Acquire Property for the 80th Street NE Non-Motorized Project

23. Consider Approving the Hotel/Motel Committee Members for 2021-2022 *

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

**These items have been added or revised from the materials previously distributed in the packets for the September 7, 2021 Work Session.*

September 13, 2021

Marysville City Council Meeting
7:00 p.m.

City Hall

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

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

**These items have been added or revised from the materials previously distributed in the packets for the September 7, 2021 Work Session.*

Index #1

City Council



1049 State Avenue
Marysville, WA 98270

**Regular Meeting
July 26, 2021**

Call to Order

Mayor Nehring called the July 26, 2021 meeting of the Marysville City Council to order in person at City Hall and online via Zoom at 7:00 p.m.

Invocation

Pastor Rick Thiessen of Allen Creek Community Church delivered the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Tom King, Councilmember Mark James, Councilmember Kelly Richards, Councilmember Michael Stevens, Councilmember Steve Muller

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Police Chief Erik Scairpon, Fire Chief Martin McFalls, Community Development Director Haylie Miller, Public Works Director Esco Bell, City Attorney Jon Walker, Parks Director Tara Mizell, Human Resources Manager Teri Lester, Asst. Finance Director Jan Berg, Community Information Officer (CIO) Connie Mennie, Information Services Director Worth Norton

Approval of the Agenda

Motion to approve the agenda moved by Councilmember James seconded by Councilmember Richards.

AYES: ALL

Presentations

A. Ivonne Sepulveda – Marysville Tulalip Chamber of Commerce CEO

Marysville Tulalip Chamber CEO, Ivonne Sepulveda, introduced herself to the City Council.

Audience Participation

Christine McCall, commended the City for the 4th of July festivities. She spoke on the Holbrook project and expressed a variety of questions and concerns. She noted that the mailer only had a QR code and no phone number to register to comment. She also expressed concern about the timing of the meeting being 4 p.m. when a lot of homeowners are at work. She stated that there have been nine families who have moved out of the neighborhood because of this issue. Director Miller explained that the notice/meeting Ms. McCall was referring to was provided by the applicant for a neighborhood meeting. If anyone has issues with the QR phone they can call her or Amy Hess for a link. She thought that the applicant would be willing to converse with any neighbors that are unable to make the afternoon meeting time. She noted that after that meeting staff will be continuing its review of the application including access points. Staff will formulate a recommendation and staff report prior to holding a public hearing held by the Marysville Hearing Examiner.

Kristin Bingaman, 2907 140th Street NW, Marysville, WA 98271, encouraged the Council to work together to make Marysville a place where everyone thrives and provides forgiveness, love and respect for each other. She requested that Critical Race Theory not be allowed in the City of Marysville and acceptance of all skin colors and socio-economic backgrounds is championed.

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

1. Approval of the June 28, 2021 City Council Meeting Minutes

Motion to approve the June 28, 2021 City Council Meeting Minutes moved by Councilmember King seconded by Council President Norton.

AYES: ALL

2. Approval of the July 6, 2021 City Council Work Session Minutes

Motion to approve the July 6, 2021 City Council Work Session Minutes moved by Councilmember Richards seconded by Councilmember Muller.

VOTE: Motion carried 6 - 0

AYES: Council President Norton, Councilmember Vaughan, Councilmember King, Councilmember James, Councilmember Richards, Councilmember Muller

ABSTAIN: Councilmember Stevens

3. Approval of the July 12, 2021 City Council Meeting Minutes

Motion to approve the July 12, 2021 City Council Meeting Minutes moved by Council President Norton seconded by Councilmember James.

VOTE: Motion carried 6 - 0

AYES: Council President Norton, Councilmember Vaughan, Councilmember King, Councilmember James, Councilmember Stevens, Councilmember Muller

ABSTAIN: Councilmember Richards

Consent

- 4. Approval of the July 7, 2021 Claims in the Amount of \$371,420.61 Paid by EFT Transactions and Check Numbers 149196 through 149334
- 5. Approval of the July 9, 2021 Payroll in the Amount of \$1,691,186.13 Paid by EFT Transactions and Check Numbers 33538 through 33561
- 6. Approval of the July 14, 2021 Claims in the Amount of \$413,871.01 Paid by EFT Transactions and Check Numbers 149335 through 149347 with Check Numbers 148897 and 149009 Voided
- 7. Approval of the July 21, 2021 Claims in the Amount of \$3,330,997.54 Paid by EFT Transactions and Check Numbers 149348 through 149551
- 8. Approval of the July 23, 2021 Payroll in the Amount of \$1,457,047.90 Paid by EFT Transactions and Check Numbers 33562 through 33582

Motion to approve Consent Agenda items 4, 5, 6, 7, and 8 moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

Review Bids

Public Hearings

New Business

- 9. Consider Approving to Accept the Downtown Stormwater Treatment – Preload Phase Project Starting the 60 day Lien Filing Period for Project Closeout

Director Bell reviewed this project, noting it was completed more than 5% under the bid amount. The work was inspected by staff and certified as physically completed. Staff is recommending approval of the project starting the 60 day lien filing period.

Councilmember Muller asked about some issues discovered on the site. Director Bell explained that the preload showed them they will need to do some fairly expensive foundation work.

Councilmember King asked if the preload that has been in place will remain there as part of the project. Director Bell explained that would depend on the design.

Motion to authorize the Mayor to accept the Downtown Stormwater Treatment – Preload Phase Project Starting the 60 day Lien Filing Period for Project Closeout moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

10. Consider Approving the Ranney Well Pump and Motor Repair and Replacement Contract with PumpTech, Inc. in the Amount of \$92,178.92

Director Bell reviewed this item regarding repair and replacement of one of the city's Ranney well pumps and motor. Staff recommends the Council authorize the Mayor to sign and execute the revised contract.

Motion to authorize the Mayor to sign and execute the Ranney Well Pump and Motor Repair and Replacement Contract with PumpTech, Inc. in the Amount of \$92,178.92 moved by Councilmember Muller seconded by Councilmember King.

AYES: ALL

11. Consider Approving the License Agreement with the Marysville School District for Trail Parking at Marysville Getchell High School Lot E

Director Bell explained that the Marysville School District has allowed for public use of this lot for users of the trail. The lot will be available on non-school days and hours in exchange for several maintenance activities of the parking lot by the City.

Council President Norton asked how much it will cost to pave the lot. Director Bell explained they would be using grinding instead of paving which will mainly involve labor. Council President Norton asked how the public will be informed about expectations of using this lot. Director Bell explained that still needs to be worked out.

Councilmember King commented that is a great location and will be useful for the community.

Councilmember Richards asked if the lot is outside the gates. Director Bell replied that it is.

Mayor Nehring thanked Public Works for working on this. This is a massively popular trail.

Motion to authorize the Mayor to sign and execute the License Agreement with the Marysville School District for Trail Parking at Marysville Getchell High School Lot E moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

12. Consider Approving the Sewer Easement Relinquishment for Twin Lakes Landing 2 and Record with the Snohomish County Auditor

Director Bell reviewed Housing Hope's plans to construct a 60-unit affordable housing complex. Upon completion of the project the City will have no need to maintain the existing easement rights. Staff is recommending that Council authorize the Mayor to execute the easement relinquishment document.

Motion to authorize the Mayor to execute the Sewer Easement Relinquishment for Twin Lakes Landing 2 and Record with the Snohomish County Auditor moved by Councilmember Muller seconded by Councilmember James.

AYES: ALL

13. Consider Approving the Supplemental Agreement No. 6 with HDR, Inc. for Phase 1 of the State Avenue (100th Street NE to 116th Street NE) Corridor Improvements Project in the Amount of \$96,121.86

Director Bell reviewed this supplemental agreement with HDR regarding State Avenue improvements which will allow the consultant design team to provide as-needed support for the remainder of this project.

Councilmember James asked about why this was over the original estimate. Director Bell explained it not that unusual with large, complex projects like this. He noted that the original estimate was not a bid, but an estimate of time and materials that would be needed.

Councilmember Vaughan noted he also had wondered about the need for an additional supplemental agreement. He thanked Director Bell for his explanation and asked about his outlook for the rest of the project. Director Bell thought that this should get the City to end of Phase 1. There are some change orders on the construction work, but those are reasonable. Councilmember Vaughan noted that there is normally a management reserve set aside for projects for that purpose. Director Bell said he wasn't anticipating exceeding that amount, but they won't know until they are in the midst of it. He expressed confidence in the team and their ability to manage this project appropriately.

Councilmember King asked about a completion date. Director Bell replied that the bridge is expected to be completed by the end of the year, and the rest of the project will be done early next year.

Councilmember James asked how the work on the intersection near Fred Meyer would be handled in relation to this corridor work. Director Bell was not sure, since that will be a separate project, but indicated he would follow up.

Councilmember Richards asked for confirmation that the bridge would be open when school starts. Director Bell explained that they are only planning for it to be closed for one day, on August 9, to do the girders.

Motion to authorize the Mayor to sign and execute the Supplemental Agreement No. 6 with HDR, Inc. for Phase 1 of the State Avenue (100th Street NE to 116th Street NE) Corridor Improvements Project in the Amount of \$96,121.86 moved by Councilmember James seconded by Councilmember Richards.

AYES: ALL

14. Consider Approving an Interlocal Agreement with City of Anacortes for Outdoor Video Services

Director Mizell reviewed the interlocal agreement with the City of Anacortes.

Motion to authorize the Mayor to sign and execute an Interlocal Agreement with City of Anacortes for Outdoor Video Services moved by Councilmember King seconded by Councilmember James.

AYES: ALL

15. Consider Approving the Memorandum of Agreement with King County Regional Fingerprint Identification System

Chief Scairpon explained this is a continuation of a pilot program, moving into a full-fledged program. These are a series of devices used to help officers in determining the identification of a suspect. There will be a nominal annual cost to cover the warranty of the devices.

Councilmember James asked about the life expectancy of the units. Chief Scairpon was not sure. Councilmember James asked if there is a fee to access King County's system. Chief Scairpon replied that there is not; there is only the Memorandum of Agreement.

Motion to authorize the Mayor to sign and execute the Memorandum of Agreement with King County Regional Fingerprint Identification System moved by Councilmember James seconded by Councilmember Vaughan.

AYES: ALL

16. Consider Approving the Memorandum of Understanding with Snohomish County Multiple Agency Response Team (SMART)

Chief Scairpon reviewed this item related to the SMART team which would do an independent investigation on the use of force by officers. It has been a model for in-state teams in the past and has been a leader in the nation. This agreement has the most recent law enforcement reforms in it and is compliant with state law.

Motion to authorize the Mayor to sign and execute the Memorandum of Understanding with Snohomish County Multiple Agency Response Team (SMART) moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

17. Consider Approving the Grant Funding Contract with Washington Association of Sheriffs and Police Chiefs (WASPC) for Mental Health Field Services

Chief Scairpon reviewed these funds approved by WASPC for the funding of three mental health professionals for the regional mental health embedded law enforcement teams.

Councilmember King asked how time would be shared. Chief Scairpon explained that the three professionals will rotate between the communities, but the details still need to be worked out.

Motion to authorize the Mayor to sign and execute the Grant Funding Contract with Washington Association of Sheriffs and Police Chiefs (WASPC) for Mental Health Field Services moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

18. Consider Approving the Interagency Data Sharing Agreement with Washington State Auditor's Office

Asst. Finance Director Berg reviewed this item regarding data sharing of confidential information.

Councilmember Muller asked what kind of data they are referring to. Asst. Director Berg confirmed it is just financial data, not personal information.

Motion to authorize the Mayor to sign and execute the Interagency Data Sharing Agreement with Washington State Auditor's Office moved by Councilmember Muller seconded by Councilmember James.

AYES: ALL

19. Consider Approving a Resolution Setting a Public Hearing Date of September 13, 2021 to consider the Vacation of the Existing Public Right-of-Way that was dedicated with the Recording of the Subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2, and Waiving Compensation for said Vacation

Director Miller explained this Resolution would schedule a public hearing for September 13 to consider vacating an existing public right-of-way that was dedicated with the recording of the Sunnyside Ridge subdivisions. This piece of property was originally planned for the extension of 67th Avenue NE. Since that dedication occurred, the Comprehensive Plan was amended to revise that connection point so this right-of-way is no longer needed. Staff is proposing waiving the compensation for this right-of-way as the applicant will be improving 44th Street NE in that area.

Councilmember King asked about the improvements on 44th. Director Miller replied it will be curbs, gutters, and sidewalks. Councilmember King asked if the curbs will be realigned from 67th to 44th. Director Miller referred to the map and noted it will be a nice curve.

Councilmember James asked this would still be the main connection to 71st. Director Miller that 67th would connect to 71st through 44th Street. She indicated that she would provide a better map to Council for the public hearing.

Councilmember James asked if 67th will be improved as well since curbs and sidewalks are needed there. Director Miller indicated she would follow up on that and provide it for the public hearing. Councilmember Muller commented that this is one of the changes resulting from the break in access at Highway 92. The intention is that this would become the arterial to bring people down from the break in access.

Motion to approve Resolution No. 2505, a Resolution Setting a Public Hearing Date of September 13, 2021 to consider the Vacation of the Existing Public Right-of-Way that was dedicated with the Recording of the Subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2, and Waiving Compensation for said Vacation moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

20. Consider Approving an Ordinance extending the Cable Franchise term by one year and Authorizing the Mayor to sign the Second Amendment Agreement with Frontier Communications

City Attorney Walker reviewed this extension of the contract with Frontier Communications.

Councilmember Muller asked what would happen if the City refused to approve this. City Attorney Walker suggested discussing this with the Mayor, noting he didn't think they would have much leverage with this particular provider.

Councilmember James asked if by extending this to Frontier for another year it could interfere with expansion of Comcast. City Attorney Walker generally commented on acquisition strategies and considerations. He thought the marketplace would sort those things out. Councilmember James asked what would happen if the City doesn't approve this. City Attorney Walker explained that thousands of customers would immediately lose their service with no option for service until another provider goes in their neighborhood. He noted that the City should be providing franchises on an equal basis to whoever wants to provide those services.

Councilmember Muller expressed concern about smaller companies in this industry that are not putting reinvestment capital back into the system. He thought that Ziplly's investment into the community is not much. He commented that in the future he would

like to see what the investment is by the companies into the community to make it better.

Councilmember James asked about the timeline for this and the possibility of tabling this until they get more information about the numbers referred to by Councilmember Muller. City Attorney Walker explained this is set to expire on August 7.

Mayor Nehring explained they could ask for the numbers regarding reinvestment into the community without holding up the negotiating. CAO Hirashima concurred. She also offered to do a comparison of franchise agreements and provide it to Council at the next renewal. City Attorney Walker commented that there is a provision that the company is required to provide the City with occasional access to their records. Director Norton explained there are very strict protocols on how to move forward with negotiating a franchise which are laid out by federal law, and it takes almost a year.

Mayor Nehring commented that if this passes he presumes that the direction of the Council is for staff to communicate to this company that they want to see the numbers of the investment and that they plan to have a thorough review of that before any future extension. The Council concurred.

Motion to approve Ordinance No. 3188 extending the Cable Franchise term by one year and Authorizing the Mayor to sign the Second Amendment Agreement with Frontier Communications moved by Councilmember Richards seconded by Councilmember King.

VOTE: Motion carried 6 - 1

AYES: Council President Norton, Councilmember Vaughan, Councilmember King, Councilmember James, Councilmember Richards, Councilmember Stevens

NOES: Councilmember Muller

Legal

Mayor's Business

21. Planning Commission Appointment

Motion to approve the appointment of Sunshine Kapus to the Planning Commission for a five-year term expiring in 2026 moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

22. Community and Housing Development Citizens Advisory Committee Appointments

Motion to confirm the appointment of Jasmyn Davis to the Community and Housing Development Citizens Advisory Committee moved by Council President Norton seconded by Councilmember King.

AYES: ALL

Motion to confirm the appointment of Mike Leighan to the Community and Housing Development Citizens Advisory Committee moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

Motion to confirm the appointment of Roger Hoen to the Community and Housing Development Citizens Advisory Committee moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

Motion to confirm the appointment of Mark James to the Community and Housing Development Citizens Advisory Committee moved by Councilmember King seconded by Councilmember Richards.

AYES: ALL

Motion to confirm the appointment of Tom King to the Community and Housing Development Citizens Advisory Committee moved by Councilmember James seconded by Councilmember Vaughan.

AYES: ALL

Motion to confirm the appointment of Greg Kanehen to the Community and Housing Development Citizens Advisory Committee moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

Motion to confirm the appointment of Daryn Bundy to the Community and Housing Development Citizens Advisory Committee moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Motion to confirm the appointment of Jodi Condyles to the Community and Housing Development Citizens Advisory Committee moved by Councilmember Muller seconded by Councilmember King.

AYES: ALL

Motion to confirm the appointment of William Hill to the Community and Housing Development Citizens Advisory Committee moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

23. Parks, Culture, and Recreation Advisory Board Appointments

Motion to confirm appointment of Michael Oliphant to the Parks, Culture, and Recreation Advisory Board moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

Motion to confirm re-Appointment of Gayle Bluhm to the Parks, Culture, and Recreation Advisory Board moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

Motion to confirm the re-appointment of Jodi Condyles to the Parks, Culture, and Recreation Advisory Board moved by Council President Norton seconded by Councilmember James.

AYES: ALL

Staff Business

Director Bell had no additional comments.

Chief Scairpon commented that police are currently doing a boat rescue right now. He noted that the police are wearing mourning bands for the Clark County Detective Jeremy Brown who was killed in the line of duty. He reported that the police shared a message to the community on how the police reforms are affecting the community. The Police Department's message is, "Call us. We will come." He stressed that the police are committed to working through these issues.

Chief McFalls had no additional comments.

Director Miller had no additional comments.

Director Mizell had no additional comments.

HR Manager Lester had no additional comments.

PIO Mennie had no additional comments.

Director Norton had no additional comments.

City Attorney Walker stated the need for an Executive Session to address four items including two potential litigation items with no action expected, one item regarding the sale of real estate with no action expected, and one item regarding the lease of real estate with action expected. The estimated time was 30 minutes.

CAO Hirashima had no additional comments.

Call on Councilmembers and Committee Reports

Councilmember Vaughan had no additional comments.

Councilmember James thanked Chief Scairpon for the Police Department's message to the community. Thanks to the Chief McFalls for all that the Fire Department has been doing lately.

Councilmember King reported that the two concerts in the park had good turnout. The first movie was on Saturday and also had a good turnout. Hanging baskets around town look good. Next Tuesday is the Night Out Against Crime. The new logos on city vehicles look good.

Councilmember Stevens wished everyone a great break.

Councilmember Richards thanked Councilmember King for filling in for him last week when he was out of town. He had a good meeting with Directors Bell and Miller before he went out of town. He will be doing ride-alongs with police and fire in the next week.

Councilmember Muller had no additional comments.

Council President Norton thanked citizens for their comments tonight.

Adjournment/Recess

Council recessed at 8:32 p.m.

Executive Session

Council reconvened in Executive Session at 8:40 p.m. for an estimated 30 minutes to address four items including two potential litigation items with no action expected, one item regarding the sale of real estate with no action expected, and one item regarding the lease of real estate with action expected. The estimated time was 30 minutes which was extended by 15 minutes and 5 minutes.

- A. Litigation - two potential litigation items with no action expected
- B. Personnel
- C. Real Estate - one item regarding the sale of real estate with no action and one item regarding the lease of real estate with action expected

Reconvene

Council reconvened the regular meeting at 9:35 p.m.

Motion to authorize the Mayor to execute the Second Amendment to the lease with Bleachers moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

Motion to authorize the Mayor to approve the settlement agreement for grievance DRH-21-001 moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

Adjournment

The meeting was adjourned at 9:38 p.m.

Approved this _____ day of _____, 2021.

Mayor
Jon Nehring

Index #2

City Council



1049 State Avenue
Marysville, WA 98270

**Special Meeting
August 3, 2021**

Call to Order

Mayor Nehring called the August 3, 2021 Special Meeting of the Marysville City Council to order at 3:00 p.m.

Flag Salute

Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Kamille Norton, Councilmember Mark James, Councilmember Tom King, Councilmember Kelly Richards, Councilmember Steve Muller

Staff: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Jon Walker, Utility Manager Karen Latimer, Public Works Director Esco Bell, Community Development Director Haylie Miller, Community Information Officer Connie Mennie, Information Services Director Worth Norton, Systems Analyst Mike Davis

Absent: Councilmember Stevens¹, Councilmember Vaughan

Motion to excuse the absence of Councilmember Vaughan and Councilmember Stevens moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

¹ Councilmember Stevens logged on at 3:33 p.m.

Review Bids

1. Comeford Reservoir Recoat

Utility Manager Latimer reviewed the background on this item and explained staff's recommendation to go forward with a full recoat in order to maintain and preserve the structure.

Councilmember King asked about the repeater antennas on the tower. Utility Manager Latimer replied that the antennas are no longer active and will be removed.

Councilmember Richards spoke in support of this, but pointed to the increased cost and asked about postponing this item until September for a regular meeting when the public would be present.

Council President Norton acknowledged Councilmember Richards' concern, and noted that this is a public meeting even though it is a special meeting. She asked Utility Manager Latimer if there are any other options for maintaining this structure. Utility Manager Latimer explained they are not preserving the structure in the same manner they would if it were to hold potable drinking water; it will just be maintained as a safe steel structure. The coating is important to keep the steel in good condition so it doesn't deteriorate.

Council President Norton asked if there are any safety issues with not starting this recoating process right away. Utility Manager Latimer replied there are no safety concerns with it and no urgency.

Council President Norton asked if they had any idea how much it would cost if they just removed the tower without trying to save it. Utility Manager Latimer estimated around \$200,000. It could be more since they found out about the hazardous material in the paint.

Councilmember Muller clarified that this is a budget amendment to the Public Works budget and not the General Fund. Council President Norton asked if using the funds for this project would be taking funds away from something else important they could be doing. Utility Manager Latimer replied there are other projects, but nothing critical.

Councilmember King asked what the life expectancy of the structure would be if they took it down to bare metal and put the coating on it. Utility Manager Latimer replied the engineers estimate that it could last 30-35 years with a full recoat, and maybe up to 20 years if they topcoat it again.

Councilmember Muller asked about a deadline for the current bid and if they could get an actual cost for tear down. Utility Manager Latimer indicated they could check with the contractor about holding the bid for a while.

Councilmember James asked if any other repairs will be needed. Utility Manager Latimer replied that they would be adding two tie offs at the top for lanyards and adding a hatchback on the roof in order to make spot repairs in the interior. The structure itself is sound.

Councilmember James asked about the long-term plans for the water tower. Utility Manager Latimer estimated it could last at least another 70-80 years if they take care of the steel. Councilmember James asked about just gutting the interior. Director Bell thought that the structure was as light as they would want to make it and still be stable.

Councilmember James asked how much it was worth to the Council to save the tower. Council President Norton replied there is a point where it wouldn't be worth it to save the tower. Councilmember James asked about urgency for passing this item tonight. Utility Manager Latimer spoke to the risk that the contractor would not be available to wait. Putting it out to bid could bring in a higher cost next time; the next highest bidder was substantially higher than this one.

Councilmember Richards suggested waiting until the first meeting in September. Councilmember King noted waiting until September would also allow Councilmembers Vaughan and Stevens to comment on this item. Council President Norton commented that if they wait the work most likely wouldn't be done in time for the holiday season. Councilmember Muller added that the cost might also change as they get into the rainy season. Utility Manager Latimer replied she would check on the contractor's schedule. Because of the hazardous materials in the paint the project will be fully encapsulated anyway so weather shouldn't be much of an impact.

Mayor Nehring summarized the will of the Council to vote on this at the work session on September 7. Council President Norton commented that if there is a problem with waiting she does not want to miss out on the bid. Councilmember Richards concurred, but expressed his preference to wait to vote until September if possible. Councilmember Muller concurred.

City Attorney Walker stated the need for an Executive Session to address one item regarding potential litigation expected to last five minutes with action expected.

Recess

Council recessed at 3:33 p.m. and reconvened in Executive Session at 3:36 until 3:41 p.m.

Executive Session

Litigation - one item

Personnel

Real Estate

Motion to authorize the Mayor to execute an agreement settling all claims with Delaney Phaysith as discussed in Executive Session moved by Councilmember Muller seconded by Councilmember James.

AYES: ALL

Adjournment

The meeting adjourned at 3:42 p.m.

Approved this _____ day of _____, 2021.

Mayor
Jon Nehring

Index #3

City Council



**1049 State Avenue
Marysville, WA 98270**

**Special Meeting
August 20, 2021**

CALL TO ORDER

Mayor Nehring called the August 20 Special City Council Meeting to order at 12:00 p.m.

FLAG SALUTE

Mayor Nehring led those present in the Pledge of Allegiance.

ROLL CALL

Present:

Mayor: Jon Nehring

Council: Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Mark James, Councilmember Tom King, Councilmember Kelly Richards, Councilmember Steve Muller

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Deputy City Attorney Burton Eggertsen, Finance Director Sandy Langdon, Information Services Director Worth Norton, Systems Analyst Mike Davis

Absent: Councilmember Michael Stevens

RECESS

Council recessed into Executive Session at 12:04 p.m. to discuss one item regarding the potential sale of city property for ten minutes.

EXECUTIVE SESSION

Real Estate –one item

Executive Session was held from 12:08 until 12:18.

RECONVENEMENT

Council reconvened at 12:19.

Motion to authorize the Mayor to sign the Real Estate Purchase and Sale Contract with Market Street Development, LLC moved by Councilmember Muller seconded by Councilmember James.

VOTE: Motion carried 5 - 0

AYES: Council President Norton, Councilmember Vaughan, Councilmember James, Councilmember King, Councilmember Muller

ABSENT: Councilmember Stevens

ABSTAIN: Councilmember Richards

ADJOURNMENT

The meeting was adjourned at 12:21 p.m.

Approved this _____ day of _____, 2021.

Mayor
Jon Nehring

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 13, 2021

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

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the August 11, 2021 claims in the amount of \$955,389.93 paid by EFT transactions and Check No.'s 149804 through 149975.
COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$955,389.93 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 149804 THROUGH 149975**, 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 **13th DAY OF SEPTEMBER 2021.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 8/11/2021 TO 8/11/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149804	*AL'S TRUCK*	PARTS FOR #H010	EQUIPMENT RENTAL	31.13
	AL'S TRUCK	WINCH CABLE	EQUIPMENT RENTAL	74.59
	AL'S TRUCK	CONTRACTOR HOSE	STREET CLEANING	359.05
149805	7-11 INC #32834	UB REFUND	WATER/SEWER OPERATION	158.13
149806	AHERN RENTALS, INC.	EXCAVATOR RENTAL	STORM DRAINAGE	3,688.89
149807	ALL BATTERY SALES & ALL BATTERY SALES &	THIN FOLDING WORK LIGHTS THREAD LOCKS	EQUIPMENT RENTAL EQUIPMENT RENTAL	107.73 109.03
149808	ALPINE PRODUCTS INC	MARKER PADS	TRAFFIC CONTROL DEVICES	1,747.42
149809	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	8.13
	AMAZON CAPITAL		POLICE INVESTIGATION	19.23
	AMAZON CAPITAL	GLOVES, WIPES	RECREATION SERVICES	131.63
	AMAZON CAPITAL	UNIFORM REPLACEMENT	COMMUNITY	218.38
	AMAZON CAPITAL	HARD DRIVE, COAT RACK	COMPUTER SERVICES	256.05
	AMAZON CAPITAL	WEBCAMS	COMPUTER SERVICES	329.92
	AMAZON CAPITAL	VERIDESK	COMPUTER SERVICES	541.04
149810	AMERICAN PLANNING	APA MEMBERSHIP DUES	EXECUTIVE ADMIN	724.00
149811	AMERICAN SAFETY & HE AMERICAN SAFETY & HE AMERICAN SAFETY & HE	ONLINE INSTRUCTOR UPGRADE FEE INSTRUCTOR DEVELOPMENT COURSE TRAINING INSTRUCTOR COURSE	EXECUTIVE ADMIN EXECUTIVE ADMIN EXECUTIVE ADMIN	21.86 27.27 199.83
149812	ANDERSON, KRISTEN	PROTEM SERVICE 7/23 TO 7/29/21	MUNICIPAL COURTS	1,665.00
149813	AOC FINANCIAL SERVICE	FALL JUDICIAL CONFERENCE	PROBATION	310.00
149814	ARA COLLISION NORTH	UB REFUND - OVERPAYMENT	GARBAGE	821.10
149815	ARAMARK UNIFORM ARAMARK UNIFORM ARAMARK UNIFORM	UNIFORM CLEANING LINEN SERVICE	SMALL ENGINE SHOP EQUIPMENT RENTAL OPERA HOUSE	6.56 58.14 112.14
149816	ARIES BLDG SYSTEMS ARIES BLDG SYSTEMS	PORTABLE BUILDING RENTAL	STORM DRAINAGE SEWER SERV MAINT	524.69 524.69
149817	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	34.45
149818	ATIMS ATIMS ATIMS ATIMS	SALES TAX	DETENTION & CORRECTION DETENTION & CORRECTION DETENTION & CORRECTION DETENTION & CORRECTION	442.90 447.76 452.63 452.63
149819	AV CAPTURE ALL, INC. AV CAPTURE ALL, INC.	POSTAGE MACHINE LEASE	PROBATION MUNICIPAL COURTS	983.70 2,951.10
149820	BHC CONSULTANTS BHC CONSULTANTS	PROFESSIONAL SERVICE 6/26 - 7/23/21	WASTE WATER TREATMENT SEWER CAPITAL PROJECTS	2,281.25 11,868.50
149821	BIAS, ELIZABETH	UB REFUND	WATER/SEWER OPERATION	29.00
149822	BILLING DOCUMENT SPE BILLING DOCUMENT SPE	BILL PRINTING SERVICE 7/20 - 7/30/21 BILL PAYMENT SERVICE JULY 2021	UTILITY BILLING UTILITY BILLING	2,556.37 2,600.45
149823	BILLS BLUEPRINT INC	PROFESSIONAL SERVICE 6/26 - 7/23/21	SURFACE WATER CAPITAL	844.89
149824	BIRDBLUE VENTURES	INSTRUCTOR PAYMENT REPORT	RECREATION SERVICES	1,197.00
149825	BLUE MARBLE ENV	RECYCLING PROJECT	SOLID WASTE OPERATIONS	6,748.16
149826	BOYD, RAE	NURSE CONTRACT SERVICE	DETENTION & CORRECTION	8,350.00
149827	BRIM TRACTOR	CABIN AIR FILTERS H011	EQUIPMENT RENTAL	340.31
149828	BUD BARTON'S GLASS	CITY HALL WINDOW REPLACEMENT	CITY HALL	688.59
149829	BUILDERS EXCHANGE BUILDERS EXCHANGE	ONLINE PUBLICATION	GMA-PARKS SURFACE WATER CAPITAL	45.00 97.05
149830	CARDWELL, IRATXE CARDWELL, IRATXE CARDWELL, IRATXE	INTERPRETER SERVICE INTERPRETER SERVICES	COURTS COURTS COURTS	103.97 103.97 103.97
149831	CASCADE COLUMBIA	PAX XL-8GAL	WASTE WATER TREATMENT	13,980.59
149832	CENTRAL WELDING SUPP CENTRAL WELDING SUPP	MESH VESTS RED PADLOCKS	ER&R SOLID WASTE OPERATIONS	106.57 203.95
149833	CHALLUS, GEORGE & AN	UB REFUND	WATER/SEWER OPERATION	210.29
149834	COASTAL FARM & HOME COASTAL FARM & HOME	UNIFORM STAPLE GUN, STAPLES, TARP, WIRE	UTIL ADMIN STORM DRAINAGE	96.17 207.59
149835	CODE PUBLISHING	WEB ANNUAL FEES JUNE 2021-2022	CITY CLERK	480.00
149836	COLACURCIO BROTHERS	PAY ESTIMATE #1Item 7 - 3	GMA - STREET	36,360.94

**CITY OF MARYSVILLE
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149837	CORE & MAIN LP	PROCODER METER PITS	WATER SERVICE INSTALL	13,198.74
149838	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,252.96
149839	CRYSTAL SPRINGS	WATER COOLER DISPENSER	COMMUNITY	41.87
149840	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	32.10
149841	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	50.00
149842	DIAMOND VETERINARY	VET CARE	COMMUNITY SERVICES UNIT	323.50
149843	DICKS TOWING	TOWING 21-62421	POLICE PATROL	77.47
149844	DK SYSTEMS, INC.	QUARTERLY HVAC MAINTENANCE Q3	SOURCE OF SUPPLY	109.85
	DK SYSTEMS, INC.		SUNNYSIDE FILTRATION	261.23
	DK SYSTEMS, INC.		OPERA HOUSE	288.00
	DK SYSTEMS, INC.		WATER FILTRATION PLANT	625.20
	DK SYSTEMS, INC.		MAINT OF GENL PLANT	668.92
	DK SYSTEMS, INC.		COURT FACILITIES	807.17
	DK SYSTEMS, INC.		CITY HALL	998.46
	DK SYSTEMS, INC.		PARK & RECREATION FAC	1,025.24
	DK SYSTEMS, INC.	REPAIRS AT STILLY WATER PLANT	WATER FILTRATION PLANT	1,056.40
	DK SYSTEMS, INC.	QUARTERLY HVAC MAINTENANCE Q3	UTIL ADMIN	1,152.02
	DK SYSTEMS, INC.		WASTE WATER TREATMENT	1,365.15
	DK SYSTEMS, INC.		PUBLIC SAFETY BLDG	1,505.61
	DK SYSTEMS, INC.	GOLF COURSE RESTAURANT REPAIRS	MAINTENANCE	2,992.42
149845	DLT SOLUTIONS	APPLIANCE WARRANTY	COMPUTER SERVICES	371.07
	DLT SOLUTIONS	RENEWAL PASSWORD MANAGER MAINT.	COMPUTER SERVICES	639.41
149846	DONNELSON ELECTRIC	TRACK LIGHTING/DIMMERS	OPERA HOUSE	9,597.64
149847	DOUGLAS, LEE	LEOFF I - REIMBURSEMENT DENTAL	POLICE ADMINISTRATION	145.00
149848	DRIVE PAYMENTS, LLC	ACH PAYMENT PROCESSING JULY 2021	UTILITY BILLING	414.45
149849	DYER, ROBERT L	LEOFF I -REIMBURSEMENT MED/DENT	POLICE ADMINISTRATION	83.50
	DYER, ROBERT L		POLICE ADMINISTRATION	370.50
	DYER, ROBERT L		POLICE ADMINISTRATION	891.00
149850	E&E LUMBER	PVC COUPLINGS, TAPE, ADAPTORS	PARK & RECREATION FAC	12.95
	E&E LUMBER	CABLE TIES, FASTENERS	RECREATION SERVICES	16.00
	E&E LUMBER	CONCRETE, PLASTIC PAIL	RECREATION SERVICES	27.74
	E&E LUMBER	CABLE TIES, FASTENERS	RECREATION SERVICES	30.82
	E&E LUMBER	FAUCET FOR CEDAR FIELDS PARKS	PARK & RECREATION FAC	43.01
	E&E LUMBER	ADAPTER & CONNECTORS	PARK & RECREATION FAC	66.44
	E&E LUMBER	PAINT SUPPLIES	PARK & RECREATION FAC	66.47
149851	EVERETT TIRE & AUTO	ALIGNMENT FOR J056	EQUIPMENT RENTAL	226.19
149852	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	128.70
	EVERETT, CITY OF		WASTE WATER TREATMENT	912.60
149853	FAIRWEATHER, MARGARET	REFUND JUBIE FAMILY FEE	PARKS-RECREATION	65.00
149854	FARLEY, CHRISTOPHER	REPLACEMENTS	POLICE PATROL	33.37
149855	FCS GROUP	CD COST OF SERVICE STUDY	COMMUNITY	1,140.00
149856	FELDMAN & LEE P.S.	PUBLIC DEFENDER MONTHLY CONTRACT	PUBLIC DEFENSE	52,000.00
149857	FRANCOTYP-POSTALIA	POSTAGE METER RENTAL	COMMUNITY	109.84
	FRANCOTYP-POSTALIA		UTIL ADMIN	109.85
149858	G & S HEATING	REFUND ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	50.00
	G & S HEATING	ONLINE MECHANICAL PERMIT FEE	NON-BUS LICENSES AND	70.00
149859	GALLS, LLC	UNIFORM	POLICE PATROL	18.85
	GALLS, LLC		POLICE PATROL	19.71
	GALLS, LLC	UNIFORMS	POLICE PATROL	19.89
	GALLS, LLC	UNIFORM	POLICE PATROL	99.79
	GALLS, LLC		POLICE PATROL	207.22
	GALLS, LLC		POLICE PATROL	550.12
149860	GC SYSTEMS INC	PRV SUPPLIES	WATER DIST MAINS	584.67
	GC SYSTEMS INC	CRD & CRL REPAIR KITS	WATER DIST MAINS	1,132.59
149861	GEDDES, BRENDA	HANDOUTS - TOUCH-A-TRUCK	UTIL ADMIN	2,360.42
149862	GOVCONNECTION INC	DESKTOP SCANNER	MUNICIPAL COURTS	403.63
149863	GRAINGER	FIRST AID REFILLS	UTIL ADMIN	18.18
	GRAINGER	TAPE	EQUIPMENT RENTAL	30.56

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149863	GRAINGER	EAR MUFFS	ER&R	133.83
	GRAINGER	ELECTROLYTE DRINK MIX	MAINT OF GENL PLANT	362.97
	GRAINGER	TOOLS	ER&R	666.18
149864	GREENHAUS PORTABLE	PORTABLE RESTROOM	RECREATION SERVICES	130.00
	GREENHAUS PORTABLE	PORTABLE RESTROOM	RECREATION SERVICES	130.00
	GREENHAUS PORTABLE	PORTABLE RESTROOM	RECREATION SERVICES	260.00
149865	GUNDERSON, JARL	LEOFF I MED/DENT REIMBURSEMENT	POLICE ADMINISTRATION	102.00
	GUNDERSON, JARL		POLICE ADMINISTRATION	297.00
149866	HARRINGTON INDUST.	PVC	WATER FILTRATION PLANT	22.49
	HARRINGTON INDUST.	VALVES, PVC CROSSPORT	WATER FILTRATION PLANT	815.08
149867	HAYTON, EMILY	REFUND CHESSE WIZARD	PARKS-RECREATION	188.00
149868	HD FOWLER COMPANY	CONDUIT SHORT SWEEP	PARK & RECREATION FAC	10.74
	HD FOWLER COMPANY	IRRIGATION PARTS	PARK & RECREATION FAC	39.01
	HD FOWLER COMPANY	IRRIGATION MULTI TOOL	PARK & RECREATION FAC	45.28
	HD FOWLER COMPANY	DC LATCHING	PARK & RECREATION FAC	98.13
	HD FOWLER COMPANY	LIQUID FILLED GAUGE	WATER DIST MAINS	217.59
	HD FOWLER COMPANY	FIRE HYDRANT STORZ RESTRAINING	WATER CAPITAL PROJECTS	2,950.27
149869	HEMMERICH, AARON	REFUND PERMIT CHARGES	GENERAL FUND	250.00
149870	HERC RENTALS INC	STUMP GRINDER RENTAL	ROADSIDE VEGETATION	346.97
149871	HOME DEPOT USA	PUMP TANK SPRAYER	SOLID WASTE OPERATIONS	30.19
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	443.85
149872	HOOVER COMMERCIAL	LABOR/PARTS FOR ICE MACHINE	MAINT OF GENL PLANT	896.26
149873	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	100.00
149874	INDUSTRIAL SOFTWARE	SUPERVISORY CLIENT SCADA UPGRADE	WASTE WATER TREATMENT	697.93
	INDUSTRIAL SOFTWARE		WATER DIST MAINS	697.94
	INDUSTRIAL SOFTWARE		WATER FILTRATION PLANT	719.09
149875	ISOM, DAWN	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	97.00
149876	J.A. BRENNAN ASSOC	COMEFORD PARK/DELTA PLAZA	CAPITAL EXPENDITURES	29,478.51
149877	KAISER PERMANENTE	PRE-EMPLOYMENT	POLICE ADMINISTRATION	1,996.00
149878	KAR GOR INC	VIDEO DETECTION	TRANSPORTATION	4,452.79
149879	KELLER, J SCOTT & KE	UB REFUND	GARBAGE	500.00
149880	KENDALL CHEVROLET	REAR GLASS WINDOW TINT #V019	EQUIPMENT RENTAL	1,028.26
149881	KINGSFORD, ANDREA	SUPPLIES	RECREATION SERVICES	164.01
	KINGSFORD, ANDREA		RECREATION SERVICES	1,117.92
149882	L N CURTIS & SONS	RESPONDER KITS	EXECUTIVE ADMIN	2,896.45
149883	LANGUAGE EXCHANGE	INTERPRETER SERVICE	COURTS	707.00
149884	LASTING IMPRESSIONS	CAPS WITH LOGO	ER&R	668.13
149885	LEONARD, REMY	PROTEM SERVICE 8/3/21	MUNICIPAL COURTS	370.00
149886	LES SCHWAB TIRE CTR	TRAILER TIRES #F016	EQUIPMENT RENTAL	891.47
	LES SCHWAB TIRE CTR	AXLE TIRES #J030	EQUIPMENT RENTAL	1,567.14
149887	LGI HOMES	UB REFUND - 8702 56TH ST NE 98270	WATER/SEWER OPERATION	15.24
149888	LINDSTROM, DANIEL	UB REFUND	GARBAGE	69.56
149889	LITTLE, ALANA		WATER/SEWER OPERATION	52.88
149890	LONGSTRETH, VICTORIA		WATER/SEWER OPERATION	15.59
149891	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY	67.79
	LOOMIS		UTIL ADMIN	67.79
	LOOMIS		UTILITY BILLING	135.58
	LOOMIS		GOLF ADMINISTRATION	176.69
	LOOMIS		POLICE ADMINISTRATION	271.16
	LOOMIS		MUNICIPAL COURTS	271.16
149892	LOWES HIW INC	CABINET MOUNTING TEMP.	SUNNYSIDE FILTRATION	27.11
149893	MARYSVILLE AWARDS	AWARD	CRIME PREVENTION	116.39
149894	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	11,530.79
149895	MARYSVILLE, CITY OF	UTILITIES 6302 152ND ST NE	PARK & RECREATION FAC	42.09
	MARYSVILLE, CITY OF	UTILITIES AT 15524 SMOKEY POINT BLVD	PUBLIC SAFETY BLDG	199.44
	MARYSVILLE, CITY OF	UTILITIES AT 2323 172ND ST IRRIGATION	ROADWAY MAINTENANCE	315.38
	MARYSVILLE, CITY OF	UTILITIES AT 6302 152ND ST NE	PARK & RECREATION FAC	4,281.22
149896	MATTIX, SAMUEL	INTERPRETER SERVICE5	COURTS	150.00

**CITY OF MARYSVILLE
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149897	MCNULTY, KATRINA	REFUND CAMP MAGIC	PARKS-RECREATION	88.00
	MCNULTY, KATRINA	REFUND CHESS WIZARDS	PARKS-RECREATION	188.00
149898	MEHRMANN, CHARLES	UB REFUND	WATER/SEWER OPERATION	72.41
149899	MENNIE, CONNIE	BUSINESS EXPENSES REIMBURSEMENT	EXECUTIVE ADMIN	8.79
	MENNIE, CONNIE		EXECUTIVE ADMIN	31.90
149900	MIDWEST CARD & ID	SALAMADER LIVE RENEWAL	EXECUTIVE ADMIN	830.68
149901	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	COMMUNITY	7.85
	MOBILEGUARD, INC.		CRIME PREVENTION	7.85
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	7.85
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	7.85
	MOBILEGUARD, INC.		RECREATION SERVICES	7.85
	MOBILEGUARD, INC.		LEGAL-GENL	7.85
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATION	7.85
	MOBILEGUARD, INC.		SOLID WASTE CUSTOMER	7.85
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	7.85
	MOBILEGUARD, INC.		MUNICIPAL COURTS	15.70
	MOBILEGUARD, INC.		YOUTH SERVICES	15.70
	MOBILEGUARD, INC.		COMPUTER SERVICES	16.69
	MOBILEGUARD, INC.		OFFICE OPERATIONS	23.55
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	23.55
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	23.55
	MOBILEGUARD, INC.		PARK & RECREATION FAC	31.40
	MOBILEGUARD, INC.		CUSTODIAL SERVICES	31.40
	MOBILEGUARD, INC.		STORM DRAINAGE	39.25
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	47.10
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	47.10
	MOBILEGUARD, INC.		GENERAL	47.10
	MOBILEGUARD, INC.		COMMUNITY	54.95
	MOBILEGUARD, INC.		DETENTION & CORRECTION	54.95
	MOBILEGUARD, INC.		POLICE INVESTIGATION	70.65
	MOBILEGUARD, INC.		ENGR-GENL	78.50
	MOBILEGUARD, INC.		WASTE WATER TREATMENT	86.35
	MOBILEGUARD, INC.		UTIL ADMIN	102.05
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	141.30
	MOBILEGUARD, INC.		POLICE PATROL	400.35
149902	MOTOROLA	RADIOS	DRUG ENFORCEMENT	23,782.11
149903	MOUNT, HERMAN	LEOFF I MEDICARE REIMBURSEMENT	POLICE ADMINISTRATION	445.50
149904	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	20.40
	MOUNTAIN MIST		SEWER MAIN COLLECTION	20.40
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	20.41
149905	NAPA AUTO PARTS	SERPENTINE BELT #P175	EQUIPMENT RENTAL	17.78
	NAPA AUTO PARTS	BRAKLEEN, ENGINE DEGREASER	SMALL ENGINE SHOP	27.64
	NAPA AUTO PARTS		SMALL ENGINE SHOP	39.84
	NAPA AUTO PARTS	MIRROR ASSEMBLY #W021	EQUIPMENT RENTAL	47.37
	NAPA AUTO PARTS	SUPPLIES FOR FLEET INVENTORY	ER&R	288.85
	NAPA AUTO PARTS	DEF FLUID	SOLID WASTE OPERATIONS	918.12
149906	NAVIA BENEFIT	FLEX PLAN FEES	PERSONNEL ADMINISTRATION	153.55
149907	NCSI	EMPLOYMENT BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	74.00
	NCSI	VOLUNTEER BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	129.50
149908	NELSON PETROLEUM	SYNTHETIC OIL	ER&R	418.39
149909	NEMEYER, STEVE	UB REFUND	WATER/SEWER OPERATION	12.72
149910	NOEL, RANDY		WATER/SEWER OPERATION	434.57
149911	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT	2,864.53
149912	OFFICE DEPOT	SUPPLIES	DETENTION & CORRECTION	27.30
	OFFICE DEPOT		POLICE PATROL	28.33
	OFFICE DEPOT	OFFICE CHAIR MAT	DEVELOPMENT SERVICES	60.10
	OFFICE DEPOT	OFFICE SUPPLIES	EXECUTIVE ADMIN	75.96
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	155.78

**CITY OF MARYSVILLE
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149912	OFFICE DEPOT	SUPPLIES	POLICE TRAINING-FIREARMS	306.75
149913	OHD, LLLP	FIT TEST CALIBRATION	EXECUTIVE ADMIN	939.99
149914	OREILLY AUTO PARTS	PUMP DRIVE V-BELT #H012	EQUIPMENT RENTAL	13.78
	OREILLY AUTO PARTS	INSULATION TAPE	EQUIPMENT RENTAL	31.57
149915	PACIFIC TOPSOILS	DUMP BRUSH	ROADSIDE VEGETATION	142.80
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	142.80
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	142.80
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	142.80
	PACIFIC TOPSOILS		ROADSIDE VEGETATION	142.80
	PACIFIC TOPSOILS	SUPPLIES 106TH ST SIDEWALK	SIDEWALK MAINTENANCE	178.40
149916	PARAMETRIX	PROFESSIONAL SERVICE	SURFACE WATER PROJECT	9,402.70
	PARAMETRIX		SURFACE WATER PROJECT	176,873.33
149917	PEACE OF MIND	REGULAR MEETING MINUTES 7/26/21	CITY CLERK	132.60
149918	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	30.15
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	86.63
	PETROCARD SYSTEMS		COMPUTER SERVICES	90.20
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	119.04
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	119.48
	PETROCARD SYSTEMS		STORM DRAINAGE	152.64
	PETROCARD SYSTEMS		COMMUNITY	207.17
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,963.26
	PETROCARD SYSTEMS		GENERAL	2,546.91
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,858.32
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	5,363.81
	PETROCARD SYSTEMS		POLICE PATROL	7,688.79
149919	PETTY CASH- PW	DOL REGISTRATION #H022	EQUIPMENT RENTAL	61.25
149920	PGC INTERBAY LLC	GOLF COURSE MAINTENANCE	MAINTENANCE	13,096.84
	PGC INTERBAY LLC		PRO-SHOP	13,449.31
149921	PILCHUCK RENTALS	CONVENTIONAL AND SYNTHETIC OIL	PARK & RECREATION FAC	120.40
	PILCHUCK RENTALS	STUMP GRINDER	ROADSIDE VEGETATION	245.93
	PILCHUCK RENTALS	CEDAR PAVE PROJECT RENTAL ROLLER	WATER MAINS INSTALL	1,062.40
149922	PLATT ELECTRIC	CIRCUIT PLUG	COURT FACILITIES	284.56
149923	POSTAL SERVICE	POSTAGE REIMBURSEMENT PW/CD	COMMUNITY	217.42
	POSTAL SERVICE		UTIL ADMIN	408.56
149924	POWERS, ROBERT	UB REFUND	GARBAGE	232.24
149925	PREMIER GOLF CENTERS	GOLF COURSE	PRO-SHOP	-138.91
	PREMIER GOLF CENTERS		PRO-SHOP	125.43
	PREMIER GOLF CENTERS		PRO-SHOP	129.52
	PREMIER GOLF CENTERS		PRO-SHOP	180.00
	PREMIER GOLF CENTERS		MAINTENANCE	424.08
	PREMIER GOLF CENTERS		PRO-SHOP	434.74
	PREMIER GOLF CENTERS		MAINTENANCE	636.25
	PREMIER GOLF CENTERS		PRO-SHOP	1,016.85
	PREMIER GOLF CENTERS		MAINTENANCE	1,374.17
	PREMIER GOLF CENTERS		MAINTENANCE	1,522.15
	PREMIER GOLF CENTERS		MAINTENANCE	1,684.45
	PREMIER GOLF CENTERS		GOLF COURSE	1,768.66
	PREMIER GOLF CENTERS		MAINTENANCE	3,215.57
	PREMIER GOLF CENTERS		MAINTENANCE	5,215.79
	PREMIER GOLF CENTERS	MANAGEMENT SERVICE AUG 2021	GOLF ADMINISTRATION	9,016.15
149926	PUD	ACCT #205283641	STREET LIGHTING	10.61
	PUD	ACCT #205026479	STREET LIGHTING	11.57
	PUD	ACCT #201931193	PARK & RECREATION FAC	15.31
	PUD	ACCT #205026479	STREET LIGHTING	18.10
	PUD	ACCT #204584361	STREET LIGHTING	18.24
	PUD	ACCT #202791166	PUMPING PLANT	18.53
	PUD	ACCT #200998532	PARK & RECREATION FAC	19.84
	PUD	ACCT #201380995	PUMPING PLANT	20.52

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/11/2021 TO 8/11/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149926	PUD	ACCT #204933311	PUMPING PLANT	20.98
	PUD	ACCT #204584361	STREET LIGHTING	24.18
	PUD	ACCT #221303498	STREET LIGHTING	27.91
	PUD	ACCT #202220760	GOLF ADMINISTRATION	35.16
	PUD	ACCT #220153100	TRANSPORTATION	37.44
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	42.07
	PUD	ACCT #202183679	TRANSPORTATION	45.80
	PUD	ACCT #220298624	STREET LIGHTING	50.82
	PUD	ACCT #200800704	STREET LIGHTING	51.64
	PUD	ACCT #200869303	TRANSPORTATION	52.00
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	56.92
	PUD	ACCT #202572327	STREET LIGHTING	74.52
	PUD	ACCT #202689105	WASTE WATER TREATMENT	74.74
	PUD	PUD FOR MOTHER NATURE'S WINDOW	PARK & RECREATION FAC	88.92
	PUD	ACCT #202490637	SEWER LIFT STATION	92.96
	PUD	ACCT #222592917	PARK & RECREATION FAC	105.84
	PUD	ACCT #202294336	STREET LIGHTING	108.34
	PUD	ACCT #202030078	TRANSPORTATION	110.82
	PUD	ACCT #202576112	STREET LIGHTING	128.49
	PUD	ACCT #200084150	TRANSPORTATION	137.94
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #201639630	GOLF ADMINISTRATION	1,172.57
	PUD	ACCT #202604203	STREET LIGHTING	1,756.20
	PUD	ACCT #202576112	STREET LIGHTING	2,441.47
	PUD	ACCT #202604203	STREET LIGHTING	2,634.32
	PUD	ACCT #202882098	STREET LIGHTING	8,845.70
	PUD		STREET LIGHTING	13,835.59
149927	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	12.12
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	35.61
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220026412746	CAPITAL EXPENDITURES	35.61
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	36.66
	PUGET SOUND ENERGY	ACCT #220026419946	CAPITAL EXPENDITURES	36.82
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	40.89
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	40.89
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	43.09
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	69.78
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	108.23
149928	REECE TRUCKING	TOPSOIL	WATER DIST MAINS	45.86
149929	ROMAINE ELECTRIC	MISC. STARTER STREETS/SPARE	SMALL ENGINE SHOP	319.44
149930	SAFEWAY INC.	ALL CITY EMPLOYEE BBQ	MEDICAL CLAIMS	32.19
149931	SAHATDJIAN, JEANNIE	REFUND ORANGE BALL CAMP	PARKS-RECREATION	17.00
	SAHATDJIAN, JEANNIE	REFUND ORANGE BALL	PARKS-RECREATION	27.00
149932	SCORE	SCORE HOUSING JULY	DETENTION & CORRECTION	27,848.00
149933	SCOUGALE, ROCHELLE	REFUND CHESS WIZARDS	PARKS-RECREATION	188.00
149934	SHACKLETON, CORI	TRAVEL	POLICE INVESTIGATION	162.52
149935	SHERWOOD, CHELSEA	REFUND CHESS WIZARDS	PARKS-RECREATION	188.00
149936	SHRED-IT US	MONTHLY SERVICE	PERSONNEL ADMINISTRATION	4.56
	SHRED-IT US	SHREDDING	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US	ON SITE SERVICE 5/21/21	UTILITY BILLING	5.51
	SHRED-IT US		CITY CLERK	5.52
	SHRED-IT US	MONTHLY SHREDDING SERVICES	EXECUTIVE ADMIN	11.19
	SHRED-IT US		LEGAL - PROSECUTION	11.20
	SHRED-IT US	RECORD DESTRUCTION	PROBATION	16.79
	SHRED-IT US	SHREDDING Item 7 - 8	DETENTION & CORRECTION	29.28

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 8/11/2021 TO 8/11/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149936	SHRED-IT US	SHREDDING	OFFICE OPERATIONS	30.00
	SHRED-IT US	RECORD DESTRUCTION	MUNICIPAL COURTS	50.38
149937	SIGMAN, MICHAEL	LEOFF I MEDICARE REIMBURSEMENT	POLICE ADMINISTRATION	594.00
149938	SKAGIT VALLEY POLARI	AMMO	POLICE TRAINING-FIREARMS	31,196.61
149939	SMITH, JACOB A	UB REFUND	WATER/SEWER OPERATION	103.89
149940	SMOKEY POINT CONCRET	CONCRETE	SIDEWALK MAINTENANCE	815.66
149941	SNO CO AUDITOR	REPLENISHMENT ACCT #1532	GMA - STREET	105.50
	SNO CO AUDITOR		GMA-PARKS	355.00
149942	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	88,026.43
149943	SONITROL	SECURITY MONITORING	COMMUNITY CENTER	-154.96
	SONITROL		NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		PUBLIC SAFETY BLDG	202.72
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.04
149944	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	387.80
149945	SOUND PUBLISHING	ADVERTISING IN EVERETT HERALD	OPERA HOUSE	845.00
149946	SOUND PUBLISHING	DINE OUT SNOHOMISH COUNTY	PLANNING & COMMUNITY DEV	5,000.00
149947	SOUND SAFETY	UNIFORM	UTIL ADMIN	193.80
149948	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	34.35
	STAPLES		PERSONNEL ADMINISTRATION	127.66
149949	STARR, GERED	UB REFUND	WATER/SEWER OPERATION	40.55
149950	STATE PATROL	FINGERPRINT ID SERVICE	INTERGOVERNMENTAL	238.50
149951	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	1,105.50
149952	SUPERION LLC	SERVER MIGRATION	IS REPLACEMENT ACCOUNTS	360.00
149953	THOMPSON, RANDAL	UB REFUND	GARBAGE	35.81
149954	TOCCO, LEAH	NATIONAL NIGHT OUT SUPPLIES	EXECUTIVE ADMIN	35.01
	TOCCO, LEAH	SUPPLIES	EXECUTIVE ADMIN	48.32
	TOCCO, LEAH		EXECUTIVE ADMIN	69.52
	TOCCO, LEAH	NATIONAL NIGHT OUT SUPPLIES	EXECUTIVE ADMIN	588.35
149955	TULALIP CHAMBER	JULY BBH	PARK & RECREATION FAC	23.00
	TULALIP CHAMBER		PERSONNEL ADMINISTRATION	23.00
	TULALIP CHAMBER		PARK & RECREATION FAC	25.00
	TULALIP CHAMBER		EXECUTIVE ADMIN	69.00
	TULALIP CHAMBER		CITY COUNCIL	92.00
149956	TYLER TECHNOLOGIES	PW/PS EXECUTIME IMPLEMENTATION	UTIL ADMIN	2,220.00
	TYLER TECHNOLOGIES		NON-DEPARTMENTAL	2,220.00
149957	ULINE	CREDIT FOR SUPPLIES	POLICE PATROL	-61.15
	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	613.10
149958	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	77.69
149959	VANDEN BOSCH, RUSS &	UB REFUND	WATER/SEWER OPERATION	57.80
149960	VERIZON	WIRELESS SERVICES	UTILITY BILLING	23.89
	VERIZON		PURCHASING/CENTRAL	23.89
	VERIZON		CRIME PREVENTION	41.76
	VERIZON		PROPERTY TASK FORCE	41.76
	VERIZON		FACILITY MAINTENANCE	51.90
	VERIZON		PERSONNEL ADMINISTRATION	53.33
	VERIZON		YOUTH SERVICES	83.52
	VERIZON		EQUIPMENT RENTAL	99.68
	VERIZON		OFFICE OPERATIONS	125.28
	VERIZON		FINANCE-GENL	137.69
	VERIZON		COMMUNITY SERVICES UNIT	177.18
	VERIZON		CUSTODIAL SERVICES	179.59

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 8/11/2021 TO 8/11/2021**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149960	VERIZON	WIRELESS SERVICES	MUNICIPAL COURTS	182.81
	VERIZON		SEWER LIFT STATION	200.18
	VERIZON		TRANSPORTATION	200.41
	VERIZON		RECREATION SERVICES	239.37
	VERIZON		LEGAL-GENL	257.61
	VERIZON		WATER QUAL TREATMENT	259.61
	VERIZON		PARK & RECREATION FAC	294.92
	VERIZON		SOLID WASTE CUSTOMER	306.92
	VERIZON		DETENTION & CORRECTION	325.15
	VERIZON		EXECUTIVE ADMIN	355.29
	VERIZON		WATER SUPPLY MAINS	360.13
	VERIZON		POLICE INVESTIGATION	375.84
	VERIZON		LEGAL - PROSECUTION	377.63
	VERIZON		COMMUNITY	587.24
	VERIZON		WASTE WATER TREATMENT	659.22
	VERIZON		COMPUTER SERVICES	673.38
	VERIZON		STORM DRAINAGE	674.67
	VERIZON		POLICE ADMINISTRATION	795.72
	VERIZON		GENERAL	996.05
	VERIZON		ENGR-GENL	1,266.09
	VERIZON		UTIL ADMIN	1,919.42
	VERIZON		POLICE PATROL	2,215.60
149961	WANG, SHUO	UB REFUND	WATER/SEWER OPERATION	24.27
149962	WASTE MANAGEMENT	YARD WASTE/RECYCLING JULY	RECYCLING OPERATION	149,266.04
149963	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	128.04
	WATCH SYSTEMS		POLICE INVESTIGATION	274.13
149964	WAVEDIVISION HOLDING	IRU MAINTENANCE	CENTRAL SERVICES	111.30
149965	WESCHE, NANCY	REFUND FOR PICKLEBALL	PARKS-RECREATION	35.00
149966	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	220.71
	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	392.44
	WEST PAYMENT CENTER		LEGAL-GENL	392.45
149967	WESTERN FACILITIES	FINANCE CHARGE SUPPLIES	DETENTION & CORRECTION	8.19
149968	WHISTLE WORKWEAR	UNIFORM	GENERAL	98.80
149969	WHITE CAP CONSTRUCT	BOTTLED WATER	MAINT OF GENL PLANT	916.29
149970	WILLIAMS, RICHARD	UB REFUND	WATER/SEWER OPERATION	265.58
149971	WILLIAMS, RICHARD &		WATER/SEWER OPERATION	390.78
149972	WSSUA	SOFTBALL UMPS	RECREATION SERVICES	420.00
149973	ZIEGLER, ANNETTE	REFUND CHESS WIZARD	PARKS-RECREATION	188.00
149974	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	56.96
	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	61.05
	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	66.31
	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
149975	ZIPLY FIBER	LOCAL AND LD LINES	CRIME PREVENTION	9.92
	ZIPLY FIBER		PROPERTY TASK FORCE	9.92
	ZIPLY FIBER		SOLID WASTE CUSTOMER	9.92
	ZIPLY FIBER		PURCHASING/CENTRAL	9.92
	ZIPLY FIBER		FACILITY MAINTENANCE	9.92
	ZIPLY FIBER		YOUTH SERVICES	19.84
	ZIPLY FIBER		WATER QUAL TREATMENT	29.76
	ZIPLY FIBER		STORM DRAINAGE	29.76
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	39.68
	ZIPLY FIBER		PARK & RECREATION FAC	39.68
	ZIPLY FIBER		LEGAL-GENL	39.68
	ZIPLY FIBER		LEGAL - PROSECUTION	49.61
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	49.61
	ZIPLY FIBER		EQUIPMENT RENTAL	49.61
	ZIPLY FIBER		GENERAL	59.53
	ZIPLY FIBER		RECREATION SERVICES	69.45

DATE: 8/11/2021
TIME: 3:28:51PM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 8/11/2021 TO 8/11/2021

PAGE: 9 37

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149975	ZIPLY FIBER	LOCAL AND LD LINES	UTILITY BILLING	69.45
	ZIPLY FIBER		FINANCE-GENL	79.37
	ZIPLY FIBER		COMPUTER SERVICES	79.38
	ZIPLY FIBER		POLICE INVESTIGATION	89.29
	ZIPLY FIBER		EXECUTIVE ADMIN	99.21
	ZIPLY FIBER		OFFICE OPERATIONS	99.21
	ZIPLY FIBER		WASTE WATER TREATMENT	99.21
	ZIPLY FIBER		POLICE ADMINISTRATION	109.13
	ZIPLY FIBER		MUNICIPAL COURTS	119.05
	ZIPLY FIBER		COMMUNITY	158.74
	ZIPLY FIBER		DETENTION & CORRECTION	158.74
	ZIPLY FIBER		UTIL ADMIN	178.58
	ZIPLY FIBER		ENGR-GENL	198.42
	ZIPLY FIBER		POLICE PATROL	466.29

WARRANT TOTAL: 955,389.93

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL: \$955,389.93

Index #8

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 13, 2021

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the August 18, 2021 claims in the amount of \$478,764.59 paid by EFT transactions and Check No.'s 149976 through 150055.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$478,764.59 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 149976 THROUGH 150055**, 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 **13th DAY OF SEPTEMBER 2021.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/18/2021 TO 8/18/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
150005	HD FOWLER COMPANY	METER BOX LID REPAIR	WATER SERVICES	152.37
	HD FOWLER COMPANY	ELBOW AND FULL FACE GASKETS	WATER SERVICES	233.82
	HD FOWLER COMPANY	STRAP AND NUTS	WATER SERVICE INSTALL	309.74
	HD FOWLER COMPANY	PAINT CANS	ER&R	989.89
150006	HIRASHIMA, GLORIA	LODGING FOR WCMA CONFERENCE	EXECUTIVE ADMIN	182.82
150007	HOME DEPOT USA	TRASH BAGS, HORNET SPRAY	ER&R	560.49
150008	IRON MOUNTAIN	ROCK	ROADWAY MAINTENANCE	443.02
150009	KAISER PERMANENTE	VACCINE ADMINISTRATION/SCREENING	PARK & RECREATION FAC	64.00
	KAISER PERMANENTE		CUSTODIAL SERVICES	294.00
150010	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
150011	KAR GOR INC	OPTICAL VEH DETECTION SENSOR	TRANSPORTATION	2,787.15
	KAR GOR INC	KINETICS SIGNAL CENTRAL SOFTWARE	TRANSPORTATION	12,531.99
150012	KINGSFORD, ANDREA	SUPPLIES FOR DAY CAMP	RECREATION SERVICES	677.69
150013	LABOR & INDUSTRIES	ASSESSMENT FEE	UTIL ADMIN	657.50
150014	LANGUAGE EXCHANGE	TRANSLATION EMERGENCY POSTER	EXECUTIVE ADMIN	100.00
150015	LOWES HIW INC	AQUAFINA	WATER FILTRATION PLANT	20.66
	LOWES HIW INC	TOOLS - FURNITURE MOVE	FACILITY MAINTENANCE	49.75
150016	MARYSVILLE, CITY OF	UTILITIES FOR 6621 GROVE ST	PARK & RECREATION FAC	534.17
	MARYSVILLE, CITY OF	UTILITIES FOR 1635 GROVE ST	PUBLIC SAFETY BLDG	2,673.85
150017	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	135.26
150018	MERO, TERESAA	UB REFUND	GARBAGE	283.64
150019	MOLLY MCGUIRE	INTERPRETER SERVICE	COURTS	150.00
150020	MOTOR TRUCKS	VEHICLE REPAIRS FOR H012	EQUIPMENT RENTAL	323.64
	MOTOR TRUCKS	VEHICLE REPAIRS FOR J016	EQUIPMENT RENTAL	441.59
150021	NAPA AUTO PARTS	TEST KIT AND GAS CAP #V011	EQUIPMENT RENTAL	59.78
	NAPA AUTO PARTS	PARTS FOR VEHICLE #V010	EQUIPMENT RENTAL	174.40
150022	NORTHSTAR CHEMICAL	SODIUM HYDROCHLORITE	WATER QUAL TREATMENT	688.80
150023	NORTHWEST CORROSION	WATER TANK COATING INSPECTION	WATER CAPITAL PROJECTS	507.98
150024	OFFICE DEPOT	BLUE ENVELOPES	UTIL ADMIN	11.14
	OFFICE DEPOT	SCISSORS, PENS, RUBBER BANDS	UTIL ADMIN	13.39
	OFFICE DEPOT		ENGR-GENL	13.40
	OFFICE DEPOT	USB	UTIL ADMIN	18.90
	OFFICE DEPOT		ENGR-GENL	18.90
	OFFICE DEPOT	SPOON, NAPKINS, BOWLS, CUPS, LABELS	UTIL ADMIN	38.45
	OFFICE DEPOT		ENGR-GENL	38.46
150025	PACIFIC POWER BATTER	E-LIGHTS FOR COURT BLDG	COURT FACILITIES	48.05
150026	PACWEST MACHINERY	REPAIR ON VEHICLE #H012	EQUIPMENT RENTAL	650.62
	PACWEST MACHINERY	PARTS FOR #H012	EQUIPMENT RENTAL	2,796.28
	PACWEST MACHINERY		EQUIPMENT RENTAL	3,480.57
150027	PALAMERICAN SECURITY	SECURITY SERVICES	PROBATION	1,013.25
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,039.75
150028	PILCHUCK RENTALS	CONVENTIONAL OIL	ER&R	229.79
150029	PLATT ELECTRIC	CONCESSION STAND LIGHT COVER	PARK & RECREATION FAC	54.04
	PLATT ELECTRIC	SAFETY FSE HOLDER	SEWER LIFT STATION	82.87
	PLATT ELECTRIC		SEWER LIFT STATION	87.74
150030	POSTAL SERVICE	POSTAGE REIMBURSEMENT	COMMUNITY	40.97
	POSTAL SERVICE		UTIL ADMIN	260.55
150031	PRUDENTIAL INSURANCE	LONG TERM CARE INSURANCE	POLICE ADMINISTRATION	7,445.38
150032	PUD	ACCT #201142098	PARK & RECREATION FAC	8.37
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	14.74
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	14.74
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	14.74
	PUD	ACCT #201346665	SEWER LIFT STATION	16.44
	PUD	ACCT #205481823	GOLF ADMINISTRATION	16.44
	PUD	ACCT #202177861	PUMPING PLANT	17.82
	PUD	ACCT #200061463	PARK & RECREATION FAC	19.24
	PUD	ACCT #204829691	STREET LIGHTING	33.59
	PUD	ACCT #201142155	TRANSPORTATION	35.68

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/18/2021 TO 8/18/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
150032	PUD	ACCT #200660439	STREET LIGHTING	40.10
	PUD	ACCT #203996343	STREET LIGHTING	47.50
	PUD	ACCT #202294245	SEWER LIFT STATION	47.57
	PUD	ACCT #221610405	STREET LIGHTING	53.62
	PUD	ACCT #203291216	GENERAL	114.54
	PUD	ACCT #202368197	PUMPING PLANT	117.07
	PUD	ACCT #201909637	SEWER LIFT STATION	133.14
	PUD	ACCT #220731285	STREET LIGHTING	154.84
	PUD	ACCT #220020531	STREET LIGHTING	194.95
	PUD	ACCT #200164598	SOURCE OF SUPPLY	217.51
	PUD	ACCT #200812808	PUMPING PLANT	262.00
	PUD	ACCT #202461554	SEWER LIFT STATION	315.40
	PUD	ACCT #201098969	PUMPING PLANT	2,031.39
150033	PUGET SOUND SECURITY	DUPLICATE KEYS FOR COURT BLDG	COURT FACILITIES	11.59
150034	REECE TRUCKING	CLEAN CONCRETE DUMP	SIDEWALK MAINTENANCE	65.36
150035	REINER PUMP SYSTEMS	REPAIR KITS	WASTE WATER TREATMENT	2,988.92
150036	SEATTLE TIMES, THE	SUBSCRIPTION 8/23 TO 11/21/21	EXECUTIVE ADMIN	139.10
150037	SHI INTERNATIONAL	ADOBE ACROBAT PRO	POLICE ADMINISTRATION	198.40
	SHI INTERNATIONAL		POLICE ADMINISTRATION	198.40
	SHI INTERNATIONAL		POLICE ADMINISTRATION	198.40
	SHI INTERNATIONAL		POLICE ADMINISTRATION	198.40
	SHI INTERNATIONAL		COMPUTER SERVICES	198.40
	SHI INTERNATIONAL		COMPUTER SERVICES	198.40
	SHI INTERNATIONAL		LEGAL - PROSECUTION	198.41
	SHI INTERNATIONAL		LEGAL-GENL	198.41
	SHI INTERNATIONAL		PERSONNEL ADMINISTRATION	198.41
	SHI INTERNATIONAL		UTIL ADMIN	198.41
	SHI INTERNATIONAL		UTIL ADMIN	198.41
	SHI INTERNATIONAL		FINANCE-GENL	198.41
	SHI INTERNATIONAL		CITY CLERK	198.41
	SHI INTERNATIONAL		CITY CLERK	198.41
	SHI INTERNATIONAL		COMMUNITY	198.41
	SHI INTERNATIONAL		OFFICE OPERATIONS	198.41
	SHI INTERNATIONAL		POLICE PATROL	425.64
	SHI INTERNATIONAL		COMMUNITY CENTER	425.64
	SHI INTERNATIONAL		OPERA HOUSE	425.64
	SHI INTERNATIONAL		POLICE INVESTIGATION	624.04
	SHI INTERNATIONAL		POLICE ADMINISTRATION	624.04
	SHI INTERNATIONAL		EXECUTIVE ADMIN	624.04
	SHI INTERNATIONAL		COMMUNITY CENTER	1,001.78
	SHI INTERNATIONAL		EXECUTIVE ADMIN	1,001.78
	SHI INTERNATIONAL		EXECUTIVE ADMIN	1,001.78
	SHI INTERNATIONAL		EXECUTIVE ADMIN	1,001.78
150038	SISKUN POWER EQUIPMENT	CARBURETOR ASSY	SMALL ENGINE SHOP	132.42
150039	SIX ROBBLEES INC	TIRE/WHEEL BALANCING	EQUIPMENT RENTAL	18.76
	SIX ROBBLEES INC	HITCH MOUNT, HITCH CLIP #J056	EQUIPMENT RENTAL	72.16
	SIX ROBBLEES INC	TIRE/WHEEL BALANCING	EQUIPMENT RENTAL	125.59
150040	SMOKEY POINT CONCERT	CONCRETE REPAIR	SIDEWALK MAINTENANCE	980.97
	SMOKEY POINT CONCERT		SIDEWALK MAINTENANCE	1,013.22
	SMOKEY POINT CONCERT	SAND	SNOW & ICE REMOVAL	2,096.03
150041	SNO CO AUDITOR	REPLENISHMENT ACCT #1532	GMA-PARKS	108.50
	SNO CO AUDITOR		GMA-PARKS	108.50
	SNO CO AUDITOR		GMA-PARKS	109.50
150042	STATE AUDITORS OFFICE	AUDIT PERIOD 2020	NON-DEPARTMENTAL	21,229.36
	STATE AUDITORS OFFICE		UTIL ADMIN	21,229.36
150043	THYSSENKRUPP ELEVATO	PLATINUM FULL MAINTENANCE	PUBLIC SAFETY BLDG	335.50
	THYSSENKRUPP ELEVATO		CITY HALL	335.50
150044	TULALIP CHAMBER	SEPT 9 MEGA MIXER 8 - 5	RECREATION SERVICES	10.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/18/2021 TO 8/18/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
150045	UNUM LIFE INSURANCE	LONG TERM INSURANCE	POLICE ADMINISTRATION	7,809.09
150046	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATIONS JULY 2021	UTILITY LOCATING	1,085.70
150047	VAN DAM'S ABBEY	SEAM CARPET	COURT FACILITIES	327.90
150048	WAVEDIVISION HOLDING	INTERNET SERVICES	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING		CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	1,438.20
150049	WELSH COMMISSIONING	COMMISSIONING COORDINATION MEETING	CAPITAL EXPENDITURES	2,227.50
150050	WESTERN SYSTEMS	PARTS FOR NEW RRFB'S	CITY STREET - GENERAL	23,276.13
150051	WET RABBIT EXPRESS	CAR WASHES FOR JULY	POLICE PATROL	6.50
	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	377.00
150052	WILLAMETTE VALLEY	FORENSIC TOXICOLOGY	PUBLIC DEFENSE	1,500.00
150053	WIN-911 SOFTWARE	WIN-911 ANNUAL SUPPORT RENEWAL	UTIL ADMIN	3,300.00
150054	YP INTERPRETER & TRA	INTERPRETER SERVICE	COURTS	120.00
150055	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	66.46
	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	72.36
	ZIPLY FIBER	ACCT #3606589493	RECREATION SERVICES	72.64
	ZIPLY FIBER		POLICE INVESTIGATION	72.65
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	201.91
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	289.42

WARRANT TOTAL: 478,764.59

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL: \$478,764.59

Index #9

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 13, 2021

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

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the August 25, 2021 claims in the amount of \$1,297,823.92 paid by EFT transactions and Check No.'s 150056 through 150250.
COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-8

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,297,823.92 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 150056 THROUGH 150250**, 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 **13th DAY OF SEPTEMBER 2021.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY OF MARYSVILLE
INVOICE LIST
 FOR INVOICES FROM 8/25/2021 TO 8/25/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
150056	REVENUE, DEPT OF	TAXES JULY 2021	CITY CLERK	1.14
	REVENUE, DEPT OF		POLICE ADMINISTRATION	28.07
	REVENUE, DEPT OF		BUILDING MAINTENANCE	43.80
	REVENUE, DEPT OF		WATER/SEWER OPERATION	101.04
	REVENUE, DEPT OF		GENERAL FUND	163.74
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,285.52
	REVENUE, DEPT OF		STORM DRAINAGE	5,410.56
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	19,172.26
	REVENUE, DEPT OF		GOLF COURSE	25,391.48
	REVENUE, DEPT OF		UTIL ADMIN	54,820.58
150057	BENEFIT COORDINATORS	DENT/ADMIN/VISION/MED/PREM SEPT 2021	MEDICAL CLAIMS	137,670.06
150058	PREMERA BLUE CROSS	CLAIMS PAID 8/15 TO 8/21/21	MEDICAL CLAIMS	75,871.48
150059	*AL'S TRUCK*	BINDER RATCHET	PARK & RECREATION FAC	146.58
	AL'S TRUCK	FIELD SUPPLIES	WATER DIST MAINS	398.03
150060	ABLE LABEL INC	LABELS, RIBBON, STOREROOM SUPPLIES	PURCHASING/CENTRAL	548.16
150061	ADAMS, JAUNITA	UB REFUND	WATER/SEWER OPERATION	183.07
150062	ADJUSTERS NORTHWEST	ADJUSTMENT SERVICES	RISK MANAGEMENT	616.15
150063	ADVANCED TRAFFIC	ADAPTERS FOR 88TH ST ADA	TRANSPORTATION	218.88
150064	AHERN RENTALS, INC.	DIESEL FUEL	GENERAL	46.45
	AHERN RENTALS, INC.	EQUIPMENT RENTAL	STORM DRAINAGE	3,492.14
150065	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	17.66
	AMAZON CAPITAL		POLICE INVESTIGATION	19.87
	AMAZON CAPITAL	MIRACLE-GRO PLANT FOOD	PARK & RECREATION FAC	63.51
	AMAZON CAPITAL	DETERGENT PODS	DETENTION & CORRECTION	70.47
	AMAZON CAPITAL	STAKE/T POST CAPS	PARK & RECREATION FAC	84.76
	AMAZON CAPITAL	MASKS	POLICE PATROL	85.20
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	145.30
	AMAZON CAPITAL	BRASS SELF CLOSING FAUCET	PARK & RECREATION FAC	185.82
	AMAZON CAPITAL	NETWORK EQUIPMENT	COMPUTER SERVICES	233.83
	AMAZON CAPITAL	RV DOUBLE ENTRY STEP	EQUIPMENT RENTAL	236.06
	AMAZON CAPITAL	SUPPLIES	POLICE ADMINISTRATION	295.11
	AMAZON CAPITAL		POLICE TRAINING-FIREARMS	341.82
	AMAZON CAPITAL	OFFICE SUPPLIES	COMPUTER SERVICES	440.96
	AMAZON CAPITAL	PERFORMANCE DOCKS	IS REPLACEMENT ACCOUNTS	771.52
150066	AMERICAN SAFETY & HE	CPR/AED/BFA CERTIFICATION CARDS	EXECUTIVE ADMIN	287.50
150067	ANARCHY OUTDOORS	UNIFORMS SWAT	GENERAL FUND	1,375.53
150068	ANDES LAND SURVEY	MONUMENT POSITION/SET RP'S RESET	GMA-PARKS	2,305.00
150069	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.14
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	126.51
	ARAMARK UNIFORM		OPERA HOUSE	126.51
	ARAMARK UNIFORM		OPERA HOUSE	254.53
150070	ASSOCIATED UNDERWATE	SEWER OUTFALL INSPECTION	WASTE WATER TREATMENT	3,542.50
150071	ATLAS PHONES	MITEL PHONES	INFORMATION SERVICES	-176.48
	ATLAS PHONES		COMPUTER SERVICES	2,074.08
150072	BANK OF AMERICA	MEALS	OFFICE OPERATIONS	93.34
150073	BANK OF AMERICA	EMPLOYEE APPRECIATION LUNCH	PERSONNEL ADMINISTRATION	123.78
150074	BANK OF AMERICA	WATER	COMMUNITY EVENTS	130.68
150075	BANK OF AMERICA	POSTAGE	COMMUNITY	188.20
150076	BANK OF AMERICA	REGISTRATION	EXECUTIVE ADMIN	414.00
150077	BANK OF AMERICA	TRAINING/OFFICE SUPPLIES	POLICE PATROL	-7.89
	BANK OF AMERICA		POLICE PATROL	45.88
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	499.00
150078	BANK OF AMERICA	RECORDING FEES/SUPPLIES	LEGAL - PROSECUTION	3.53
	BANK OF AMERICA		LEGAL - PROSECUTION	117.42
	BANK OF AMERICA		GMA-PARKS	488.00
150079	BANK OF AMERICA	ADVERTISING	ENGR-GENL	870.00
150080	BANK OF AMERICA	EMPLOYEE BBQ/BOOTH ACADEMY	EXECUTIVE ADMIN	196.71

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
150080	BANK OF AMERICA	EMPLOYEE BBQ/YOUTH ACADEMY	MEDICAL CLAIMS	700.50
150081	BANK OF AMERICA	REGISTRATION	POLICE TRAINING-FIREARMS	998.00
150082	BANK OF AMERICA	COMPUTER FOR EVOC	EXECUTIVE ADMIN	1,094.79
150083	BANK OF AMERICA	ADVERTISEMENT/TRAVEL	POLICE ADMINISTRATION	166.84
	BANK OF AMERICA		POLICE ADMINISTRATION	429.43
	BANK OF AMERICA		POLICE ADMINISTRATION	509.46
150084	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	1,751.56
150085	BANK OF AMERICA	CAR DETAIL/THOMAS WEST	POLICE INVESTIGATION	174.83
	BANK OF AMERICA		POLICE INVESTIGATION	2,021.11
150086	BANK OF AMERICA	TRAVEL	POLICE TRAINING-FIREARMS	48.84
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	65.90
	BANK OF AMERICA		POLICE ADMINISTRATION	396.80
	BANK OF AMERICA		TRAFFIC UNIT	396.80
	BANK OF AMERICA		POLICE INVESTIGATION	426.80
	BANK OF AMERICA		POLICE PATROL	1,350.23
150087	BANK OF AMERICA	MONITORS/TABLES/SUPPLIES	FINANCE-GENL	45.32
	BANK OF AMERICA		COMMUNITY	81.98
	BANK OF AMERICA		COMPUTER SERVICES	163.94
	BANK OF AMERICA		EXECUTIVE ADMIN	198.41
	BANK OF AMERICA		CITY COUNCIL	852.48
	BANK OF AMERICA		COMPUTER SERVICES	1,427.82
	BANK OF AMERICA		DEVELOPMENT SERVICES	1,901.78
150088	BICKFORD FORD	HEATER CONTROL KNOB #V010	EQUIPMENT RENTAL	59.61
	BICKFORD FORD	FUEL TANK FILLER ASMY P163	EQUIPMENT RENTAL	174.33
	BICKFORD FORD	STEERING WHEEL ASMY #J028	EQUIPMENT RENTAL	186.31
	BICKFORD FORD	BRAKE PADS/ROTORS	ER&R	659.95
150089	BILLING DOCUMENT SPE	BILL PRINTING SERVICE 8/11-8/18/21	UTILITY BILLING	2,009.92
	BILLING DOCUMENT SPE	PRINTING SERVICE 8/3 TO 8/10/21	UTILITY BILLING	2,516.25
150090	BONNEVILLE	ADVERTISING	POLICE ADMINISTRATION	6,850.00
150091	BOTESCH, NASH & HALL	CONTRACT COMMUNICATION, SECURITY	CAPITAL EXPENDITURES	42,000.00
	BOTESCH, NASH & HALL	PAYMENT APPLICATION #3 - IT	CAPITAL EXPENDITURES	81,252.50
150092	BREAM, ALYSSA	UB REFUND	WATER/SEWER OPERATION	98.35
150093	BUILDERS EXCHANGE	PUBLISH PROJECT ONLINE	WATER CAPITAL PROJECTS	45.00
150094	CAREY, KIM	REFUND PICKLEBALL	PARKS-RECREATION	50.00
150095	CENTRAL WELDING SUPP	N95 MASKS	EXECUTIVE ADMIN	306.91
	CENTRAL WELDING SUPP	LATEX GLOVES	ER&R	1,521.46
150096	CHAMPION BOLT	MISC. PART #H012	EQUIPMENT RENTAL	95.55
150097	CISCO ELECTRIC	REFUND ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	50.00
150098	CNR, INC	MITEL PHONE HEADSETS	COMPUTER SERVICES	852.54
	CNR, INC	ACD CONFIGURATION	COMPUTER SERVICES	1,058.57
150099	COASTAL FARM & HOME	UNIFORM - GILBERT	UTIL ADMIN	43.71
	COASTAL FARM & HOME	BOOT FOOT CHEST, WADERS	UTIL ADMIN	163.94
150100	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	311.74
150101	COMPASS HEALTH	CREDIT FOR EQUIPMENT	EMBEDDED SOCIAL WORKER	-4,442.40
	COMPASS HEALTH	MHP WASPC PROGRAM	EMBEDDED SOCIAL WORKER	14,583.32
150102	COOP SUPPLY	RUBBER HOSE	MAINT OF GENL PLANT	84.15
150103	COPIERS NORTHWEST	PRINTER/COPIER	PROPERTY TASK FORCE	44.11
	COPIERS NORTHWEST		GENERAL	104.26
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.81
	COPIERS NORTHWEST		PROBATION	147.85
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.62
	COPIERS NORTHWEST		ENGR-GENL	160.48
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.62
	COPIERS NORTHWEST		DETENTION & CORRECTION	244.67
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.64

**CITY OF MARYSVILLE
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150103	COPIERS NORTHWEST	PRINTER/COPIER	POLICE INVESTIGATION	265.77
	COPIERS NORTHWEST		POLICE PATROL	286.08
	COPIERS NORTHWEST		PARK & RECREATION FAC	347.26
	COPIERS NORTHWEST		UTIL ADMIN	384.09
	COPIERS NORTHWEST	HD REMOVAL - EXEC	COMPUTER SERVICES	437.20
	COPIERS NORTHWEST	HD REMOVAL - PW	COMPUTER SERVICES	437.20
	COPIERS NORTHWEST	PRINTER/COPIER	COMMUNITY	477.46
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	703.69
	COPIERS NORTHWEST		OFFICE OPERATIONS	707.45
150104	CORE & MAIN LP	HYDRANT, STORZ, RESTRAINERS	HYDRANTS	3,222.20
150105	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,840.42
150106	COSTLESS SENIOR SRVC	INMATE MEDICATION	DETENTION & CORRECTION	159.84
150107	D'SOUZA, RYAN	UB REFUND	WATER/SEWER OPERATION	11.66
150108	DAMON, SHERYL	REFUND WEDDING DEPOSIT	GENERAL FUND	500.00
150109	DELL	MONITORS	IS REPLACEMENT ACCOUNTS	611.40
150110	DK SYSTEMS, INC.	LABOR WWTP HEAT PUMP REPAIR	WASTE WATER TREATMENT	248.66
	DK SYSTEMS, INC.	LABOR AT PW ADMIN	UTIL ADMIN	319.70
150111	DOBBS PETERBILT	BELL HOUSING MOUNT	ER&R	97.77
	DOBBS PETERBILT	MISC. VEHICLE PARTS FOR J024	EQUIPMENT RENTAL	338.39
	DOBBS PETERBILT		EQUIPMENT RENTAL	888.36
	DOBBS PETERBILT	REPAIR WINDSHIELD WASHER J025	EQUIPMENT RENTAL	1,940.84
150112	DRIGGS, BILLS & DAY	SETTLEMENT FOR DELANEY PHYASITH	RISK MANAGEMENT	37,000.00
150113	DUNFORD, TARA	FINANCIAL STATEMENT PREPARATION	FINANCE-GENL	520.00
150114	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	5.68
	E&E LUMBER	KEYS	MAINTENANCE	15.47
	E&E LUMBER	PIPE THREAD SEALANT	PARK & RECREATION FAC	16.15
	E&E LUMBER	HEX NIPPLE	PARK & RECREATION FAC	22.93
	E&E LUMBER	4X8 OSB COVER FOR BROKEN WINDOW	GMA-PARKS	52.29
	E&E LUMBER	PLUMBING SUPPLIES	WATER RESERVOIRS	71.44
	E&E LUMBER	DRAIN VALVE PRV MAINTENANCE	WATER DIST MAINS	74.63
	E&E LUMBER	EFFLUENT PUMP BUILD	WASTE WATER TREATMENT	105.02
	E&E LUMBER	DOUGLAS FIR LUMBER	PARK & RECREATION FAC	134.35
	E&E LUMBER	BALL VALVE PRV MAINTENANCE	WATER DIST MAINS	150.97
	E&E LUMBER	REDI MIX PALLET DEPOSIT	WATER DIST MAINS	278.15
150115	EAGLE FENCE	CHAIN LINK FENCE REPAIR	ROADSIDE VEGETATION	612.08
	EAGLE FENCE		STORM DRAINAGE	1,712.82
	EAGLE FENCE	DOUBLE GATE INSTALLED	STORM DRAINAGE	2,115.46
150116	EAST JORDAN IRON WOR	IRON ITEMS FOR OVERLAY	SEWER MAIN COLLECTION	9,568.34
150117	ELVING ELECTRIC	REFUND ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	75.00
150118	EWING IRRIGATION	BROWN RING TREE SOAKERS	STORM DRAINAGE	337.60
150119	EYER, MATTHEW	BRUSH AND SOAP	STORM DRAINAGE	45.88
150120	FENRICH, AMANDA	REFUND SOCCER	PARKS-RECREATION	97.00
150121	FIRE PROTECTION INC	SECURITY ALARM MONITORING	MAINT OF GENL PLANT	262.32
150122	FORTIER, JASON & KAT	UB REFUND	WATER/SEWER OPERATION	151.62
150123	FRIESS, JENNIFER	JULY 4TH BACKDROP	RECREATION SERVICES	47.75
	FRIESS, JENNIFER		RECREATION SERVICES	201.66
	FRIESS, JENNIFER		COMMUNITY EVENTS	338.42
150124	FTRS, LLC	RECOVER WA EXCISE TAX ON FUEL	PARK & RECREATION FAC	47.30
	FTRS, LLC		MAINTENANCE	192.12
	FTRS, LLC		UTIL ADMIN	330.92
	FTRS, LLC		SOLID WASTE OPERATIONS	452.86
	FTRS, LLC		GENERAL	771.59
150125	GABLE SR, JAMES R	UB REFUND	WATER/SEWER OPERATION	346.13
150126	GALLS, LLC	RETURN UNIFORM LEE	POLICE PATROL	-83.43
	GALLS, LLC	UNIFORM - MYKLEBY	DETENTION & CORRECTION	29.57
	GALLS, LLC	UNIFORM - WIGGINS	POLICE PATROL	37.70
	GALLS, LLC	UNIFORM - PITTS	POLICE PATROL	61.14
	GALLS, LLC	UNIFORM - LEE Item 9 - 5	POLICE PATROL	84.68

**CITY OF MARYSVILLE
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150126	GALLS, LLC	UNIFORM - WIGGINS	POLICE PATROL	84.69
	GALLS, LLC		POLICE PATROL	108.67
	GALLS, LLC	UNIFORM - LEE	POLICE PATROL	110.06
	GALLS, LLC	UNIFORM - WIGGINS	POLICE PATROL	177.49
	GALLS, LLC	UNIFORM - LEE	POLICE PATROL	208.34
	GALLS, LLC		POLICE PATROL	226.06
	GALLS, LLC	UNIFORM - MYKLEBY	DETENTION & CORRECTION	229.14
	GALLS, LLC	UNIFORM - WIGGINS	POLICE PATROL	352.69
150127	GARNER'S NORTHWEST	SERVICE AT RAIN GARDENS 3RD & 1ST ST	STORM DRAINAGE	819.75
150128	GLENN & MARLENE ERDA	UB REFUND	GARBAGE	93.54
150129	GOULET, JOSH		WATER/SEWER OPERATION	15.43
150130	GRAINGER	DISPOSABLE 3 LAYER MASKS	FACILITY MAINTENANCE	55.87
	GRAINGER	SUPPLIES	ER&R	520.53
150131	GRANITE CONST	ASPHALT PATCHES	ROADWAY MAINTENANCE	132.42
150132	GRAVITY PAYMENTS	PAYMENT PROCESSING FOR JULY 2021	UTILITY BILLING	5,660.90
150133	GSMS PROPERTIES LLC	UB REFUND	WATER/SEWER OPERATION	1.02
	GSMS PROPERTIES LLC		GARBAGE	82.03
150134	GUENZLER, JOSH	CDL PHYSICAL	WATER DIST MAINS	125.00
150135	HD FOWLER COMPANY	IRRIGATION MAINTENANCE	PARK & RECREATION FAC	52.54
	HD FOWLER COMPANY		PARK & RECREATION FAC	79.11
	HD FOWLER COMPANY	PRESSURE GAUGE	WASTE WATER TREATMENT	109.00
	HD FOWLER COMPANY	HYDRANT REPAIR PARTS	HYDRANTS	322.64
	HD FOWLER COMPANY	LIQUID FILLER GAGE	WATER DIST MAINS	543.97
150136	HERBERT, DONNA	UB REFUND	WATER/SEWER OPERATION	117.70
150137	HID GLOBAL CORP	PERIPHERAL COVERAGE	DETENTION & CORRECTION	655.80
150138	HOMAGE SENIOR	MINOR HOME REPAIR JULY 2021	COMMUNITY	5,993.83
150139	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	4.07
	HOME DEPOT USA		CUSTODIAL SERVICES	8.13
	HOME DEPOT USA	RETRACTABLE KEY RING HOLDER	CUSTODIAL SERVICES	22.61
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	25.97
	HOME DEPOT USA		CUSTODIAL SERVICES	27.86
	HOME DEPOT USA		CUSTODIAL SERVICES	31.74
	HOME DEPOT USA	MOP WITH HANDLE	CUSTODIAL SERVICES	36.22
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	36.59
	HOME DEPOT USA	COTTON MOP HEADS	CUSTODIAL SERVICES	47.87
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	48.79
	HOME DEPOT USA		CUSTODIAL SERVICES	66.63
	HOME DEPOT USA	MOP BLEND BLUE	CUSTODIAL SERVICES	83.16
	HOME DEPOT USA	PAPER TOWEL ROLLS	CUSTODIAL SERVICES	99.32
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	111.44
	HOME DEPOT USA		CUSTODIAL SERVICES	125.10
	HOME DEPOT USA	WYPALL WIPES/RAGS	ER&R	286.15
	HOME DEPOT USA	HAND SOAP REFILLS	CUSTODIAL SERVICES	310.14
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	503.58
	HOME DEPOT USA		CUSTODIAL SERVICES	608.17
150140	ID LABEL	EVIDENCE LABELS	POLICE PATROL	349.66
	ID LABEL	EVIDENCE SUPPLIES	POLICE PATROL	818.66
150141	IRON MOUNTAIN	MINUS ROCKS	WATER DIST MAINS	1,465.74
	IRON MOUNTAIN		PARK & RECREATION FAC	1,465.75
150142	J. THAYER COMPANY	CLIPBOARD	PURCHASING/CENTRAL	3.69
	J. THAYER COMPANY	PENS	PURCHASING/CENTRAL	7.52
150143	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICE	GMA-PARKS	1,705.25
150144	JULZ ANIMAL HOUZ	K9 SUPPLIES	K9 PROGRAM	57.10
150145	KAMAN INDUSTRIAL TEC	PARKS WATER TANK	SMALL ENGINE SHOP	73.30
150146	KENDALL CHEVROLET	VEHICLE PARTS FOR #P146	EQUIPMENT RENTAL	875.48
	KENDALL CHEVROLET	FUEL PUMP REPAIR FOR #P161	EQUIPMENT RENTAL	1,662.53
150147	KIM SANGHOON/ATIMA	UB REFUND	WATER/SEWER OPERATION	208.24
150148	KINDER, KELLY		WATER/SEWER OPERATION	135.67

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150149	KIRKPATRICK, SCOTT &	UB REFUND	WATER/SEWER OPERATION	5.16
150150	LAB/COR, INC.	LAB ANALYSES	STORM DRAINAGE	192.00
150151	LAKESIDE INDUSTRIES	EZ STREET ASPHALT	WATER DIST MAINS	540.75
	LAKESIDE INDUSTRIES		ROADWAY MAINTENANCE	540.75
150152	LAKEWOOD SCHOOL DIST	INSTRUCTOR ULTIMATE SPORTS	RECREATION SERVICES	1,396.50
150153	LAKEWOOD SCHOOL DIST	GYM/STADIUM RENTAL	RECREATION SERVICES	376.00
150154	LAKEWOOD SCHOOL DIST	INSTRUCTOR ULTIMATE SPORTS	RECREATION SERVICES	1,928.50
150155	LAMEROUX, MICHAEL	UB REFUND	WATER/SEWER OPERATION	207.39
150156	LASTING IMPRESSIONS	UNIFORM - FRANZEN	POLICE TRAINING-FIREARMS	59.87
150157	LES SCHWAB TIRE CTR	REPAIR AXLE TIRE #J006	EQUIPMENT RENTAL	45.34
	LES SCHWAB TIRE CTR	TRACTION TIRE FOR INVENTORY	ER&R	1,354.77
150158	LIFE-ASSIST, INC.	SMART PADS	EXECUTIVE ADMIN	565.08
150159	LIFESIZE, INC.	LIFESIZE SOFTWARE RENEWAL	MUNICIPAL COURTS	2,766.81
150160	MANTOW, LISA & PETER	UB REFUND	WATER/SEWER OPERATION	217.62
150161	MARSHALL SIGNS INC.	SIGNS	WASTE WATER TREATMENT	834.48
150162	MARYSVILLE PRINTING	PRINTING SERVICES	POLICE PATROL	68.53
	MARYSVILLE PRINTING	BUSINESS CARDS	COMMUNITY	245.75
150163	MARYSVILLE SCHOOL	GROVE ELEMENTARY - MINI CAMP	RECREATION SERVICES	30.00
	MARYSVILLE SCHOOL	CEDARCREST MS - BASKETBALL CAMP	RECREATION SERVICES	32.00
	MARYSVILLE SCHOOL	ALLEN CREEK ELEMENTARY - DAY CAMP	RECREATION SERVICES	54.00
	MARYSVILLE SCHOOL	CEDARCREST MS - PICKLEBALL	RECREATION SERVICES	54.00
	MARYSVILLE SCHOOL	TOTEM MS - TENNIS	RECREATION SERVICES	57.00
	MARYSVILLE SCHOOL	GROVE ELEMENTARY - MINI CAMP	RECREATION SERVICES	60.00
	MARYSVILLE SCHOOL	CEDARCREST MS - PICKLEBALL	RECREATION SERVICES	162.00
	MARYSVILLE SCHOOL	TOTEM MIDDLE SCHOOL-TENNIS	RECREATION SERVICES	370.50
	MARYSVILLE SCHOOL	ALLEN CREEK ELEMENTARY - DAY CAMP	RECREATION SERVICES	378.00
150164	MARYSVILLE, CITY OF	UTILITY SERVICE 5300 SUNNYSIDE BLVD	SEWER LIFT STATION	61.34
	MARYSVILLE, CITY OF	UTILITY SERVICE 1019 CEDAR AVE	PARK & RECREATION FAC	113.71
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	113.71
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	115.94
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	118.62
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	122.58
	MARYSVILLE, CITY OF	UTILITY SERVICE 6915 ARMAR RD	PARK & RECREATION FAC	137.76
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	175.78
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	206.56
	MARYSVILLE, CITY OF	UTILITY SERVICE 4822 61ST ST NE	AFFORDABLE HOUSING	254.04
	MARYSVILLE, CITY OF	UTILITY SERVICE 6915 ARMAR RD	PARK & RECREATION FAC	289.02
	MARYSVILLE, CITY OF	UTILITY SERVICE 5315 64TH ST NE	PARK & RECREATION FAC	298.92
	MARYSVILLE, CITY OF	UTILITY SERVICE 67TH & 64TH PL	PARK & RECREATION FAC	450.63
	MARYSVILLE, CITY OF	UTILITY SERVICE 6915 ARMAR RD	PARK & RECREATION FAC	874.07
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,567.07
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,688.34
150165	MEHRMANN, CHARLES^	UB REFUND	WATER/SEWER OPERATION	786.39
150166	MICROFLEX INC	ANNUAL ONLINE SERVICE	FINANCE-GENL	1,377.18
150167	MILES SAND & GRAVEL	SIDEWALK PROJECT 5029 205TH PL NE	SIDEWALK MAINTENANCE	1,280.19
150168	MOORE, JASON	REFUND ELECTRICAL PERMIT	COMMUNITY DEVELOPMENT	50.00
150169	MOTOR TRUCKS	DRAIN VALVE	ER&R	72.12
150170	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT	19.01
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	19.02
	MOUNTAIN MIST		SEWER MAIN COLLECTION	19.02
150171	MSAB INCORPORATED	ANNUAL RENEWAL	POLICE INVESTIGATION	3,395.00
150172	NAJAR, MADISON & CAR	UB REFUND	WATER/SEWER OPERATION	39.24
150173	NAPA AUTO PARTS	AIR FILTERS	ER&R	21.49
	NAPA AUTO PARTS	OIL/AIR FILTERS, MOTOR OIL	SMALL ENGINE SHOP	48.99
	NAPA AUTO PARTS	AIR FILTERS	SMALL ENGINE SHOP	54.87
	NAPA AUTO PARTS	FILTERS FOR INVENTORY	ER&R	57.58
	NAPA AUTO PARTS	OIL/AIR FILTERS	SMALL ENGINE SHOP	64.28
	NAPA AUTO PARTS	OIL/AIR FILTER #W623 - 7	SMALL ENGINE SHOP	72.87

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150173	NAPA AUTO PARTS	OIL/AIR FILTER	ER&R	78.12
150174	NATIONAL SPORTS PROD	ALUMINUM GROUND SLEEVES	GMA-PARKS	-36.46
	NATIONAL SPORTS PROD		GMA-PARKS	428.46
150175	NELSON PETROLEUM	TRACTOR OIL #J035	EQUIPMENT RENTAL	1,000.52
150176	NELSON TRUCK EQUIP	GRAB HANDLE #J056	EQUIPMENT RENTAL	9.73
	NELSON TRUCK EQUIP		EQUIPMENT RENTAL	28.36
150177	NORTHSTAR CHEMICAL	SODIUM HYDROCHLORITE	WASTE WATER TREATMENT	2,276.94
150178	NORTHWEST HYDRAULIC	WATERSHED PLANNING PROFESSIONAL	STORM DRAINAGE	8,995.00
150179	OCCAM VIDEO SOLUTION	ANNUAL RENEWAL	POLICE INVESTIGATION	2,990.00
150180	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	23.71
	OFFICE DEPOT	SUPPLIES	CRIME PREVENTION	65.53
	OFFICE DEPOT		POLICE INVESTIGATION	78.65
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	82.90
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	107.31
	OFFICE DEPOT		POLICE PATROL	129.89
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	130.23
	OFFICE DEPOT	CHAIR	OFFICE OPERATIONS	218.59
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	260.26
150181	OLSON, ANDREA	REFUND PICKLEBALL	PARKS-RECREATION	60.00
150182	OLSON, SHERRI	UB REFUND	WATER/SEWER OPERATION	168.99
150183	ON TRACK EXCAVATING	HYDRANT METER DEPOSIT/FEEES/PARTS	WATER-UTILITIES/ENVIRONMN	-91.30
	ON TRACK EXCAVATING		WATER/SEWER OPERATION	1,150.00
150184	OREILLY AUTO PARTS	JB WELD METAL #J035	EQUIPMENT RENTAL	32.75
150185	PACIFIC POWER BATTER	KEY FOB REPLACEMENT BATTERIES	EQUIPMENT RENTAL	21.31
	PACIFIC POWER BATTER	BATTERIES	SEWER LIFT STATION	33.69
	PACIFIC POWER BATTER	EMERGENCY LIGHT BATTERIES	CITY HALL	48.05
150186	PERTEET ENGINEERING	PROFESSIONAL SERVICE	DEVELOPMENT SERVICES	14,895.00
150187	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	84.64
	PETROCARD SYSTEMS		ENGR-GENL	84.92
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	125.39
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	199.85
	PETROCARD SYSTEMS		COMMUNITY	274.00
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,626.67
	PETROCARD SYSTEMS		GENERAL	2,238.10
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,646.64
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,922.85
	PETROCARD SYSTEMS		POLICE PATROL	7,152.44
150188	PGC INTERBAY LLC	CEDARCREST GOLF COURSE	GOLF ADMINISTRATION	-588.90
	PGC INTERBAY LLC		MAINTENANCE	2.85
	PGC INTERBAY LLC		MAINTENANCE	39.69
	PGC INTERBAY LLC		MAINTENANCE	59.82
	PGC INTERBAY LLC		PRO-SHOP	71.61
	PGC INTERBAY LLC		MAINTENANCE	82.76
	PGC INTERBAY LLC		PRO-SHOP	103.61
	PGC INTERBAY LLC		MAINTENANCE	110.43
	PGC INTERBAY LLC		PRO-SHOP	163.54
	PGC INTERBAY LLC		PRO-SHOP	259.00
	PGC INTERBAY LLC		MAINTENANCE	309.99
	PGC INTERBAY LLC		PRO-SHOP	692.90
	PGC INTERBAY LLC		PRO-SHOP	872.08
	PGC INTERBAY LLC		PRO-SHOP	1,000.00
	PGC INTERBAY LLC		MAINTENANCE	2,839.17
	PGC INTERBAY LLC		GOLF COURSE	4,933.07
150189	PGC INTERBAY LLC		PRO-SHOP	-138.91
	PGC INTERBAY LLC		PRO-SHOP	125.43
	PGC INTERBAY LLC		PRO-SHOP	129.52
	PGC INTERBAY LLC		PRO-SHOP	180.00
	PGC INTERBAY LLC		MAINTENANCE	424.08

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150189	PGC INTERBAY LLC	CEDARCREST GOLF COURSE	PRO-SHOP	434.74
	PGC INTERBAY LLC		MAINTENANCE	636.25
	PGC INTERBAY LLC		PRO-SHOP	1,016.85
	PGC INTERBAY LLC		MAINTENANCE	1,374.17
	PGC INTERBAY LLC		MAINTENANCE	1,522.15
	PGC INTERBAY LLC		MAINTENANCE	1,684.45
	PGC INTERBAY LLC		GOLF COURSE	1,768.66
	PGC INTERBAY LLC		MAINTENANCE	3,215.57
	PGC INTERBAY LLC		MAINTENANCE	5,215.79
150190	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT	MAINTENANCE	11,884.80
	PGC INTERBAY LLC		PRO-SHOP	12,914.18
150191	PILCHUCK RENTALS	LINE/TRIMMER LINE	WASTE WATER TREATMENT	91.79
	PILCHUCK RENTALS	METAL BLADES, CHAIN LOOP	STORM DRAINAGE	163.92
	PILCHUCK RENTALS	FORESTRY HELMET SYSTEM	PARK & RECREATION FAC	185.79
	PILCHUCK RENTALS	BOOM LIFT RENTAL	ROADSIDE VEGETATION	519.18
150192	PITCH PERFECT ACADEM	PITCH PERFECT SOCCER	RECREATION SERVICES	873.00
	PITCH PERFECT ACADEM	PITCH PERFECT DEVELOPMENT	RECREATION SERVICES	1,164.00
	PITCH PERFECT ACADEM	PITCH PERFECT SOCCER	RECREATION SERVICES	1,164.00
	PITCH PERFECT ACADEM		RECREATION SERVICES	1,164.00
150193	PLATT ELECTRIC	PARTS FOR 88TH/STATE ADA	TRANSPORTATION	41.14
	PLATT ELECTRIC	STRUT, FITTINGS, HEATER	SOURCE OF SUPPLY	385.93
	PLATT ELECTRIC		SOURCE OF SUPPLY	969.26
	PLATT ELECTRIC	AERATOR PARTS	WASTE WATER TREATMENT	2,997.91
150194	POLLARDWATER	ALUM DIFFUSER	WATER DIST MAINS	1,239.39
150195	PREMIER GOLF CENTERS	MANAGEMENT SERVICE AUG 2021	GOLF ADMINISTRATION	9,016.15
150196	PROFORCE LAW ENFORC	HANDGUNS	POLICE PATROL	3,872.02
150197	PUBLIC AGENCY TRAINI	REGISTRATION ELTON/LAWRENSON	POLICE TRAINING-FIREARMS	1,390.00
150198	PUBLIC SAFETY PSYCHO	PRE-EMPLOYMENT	POLICE ADMINISTRATION	800.00
150199	PUD	TRANSFORMER AND METER FEE	GMA - STREET	398.00
	PUD	MTR & TRNSFMR FEE 1ST ST PROJ	SURFACE WATER CAPITAL	93,816.00
150200	PUD	ACCT #203569751	STORM DRAINAGE	8.22
	PUD	ACCT #223013277	AFFORDABLE HOUSING	16.14
	PUD	ACCT #202461026	MAINT OF GENL PLANT	16.44
	PUD	ACCT #205195373	PARK & RECREATION FAC	16.44
	PUD	ACCT #200973956	SEWER LIFT STATION	19.33
	PUD	ACCT #202011813	PUMPING PLANT	22.15
	PUD	ACCT #200501617	TRANSPORTATION	25.50
	PUD	ACCT #202794657	TRANSPORTATION	32.21
	PUD	ACCT #203199732	TRANSPORTATION	33.90
	PUD	ACCT #202175956	TRAFFIC CONTROL DEVICES	39.21
	PUD	ACCT # 222772634	TRANSPORTATION	43.96
	PUD	ACCT #200448801	TRANSPORTATION	47.52
	PUD	ACCT #201628880	WASTE WATER TREATMENT	50.65
	PUD	ACCT #202288585	TRANSPORTATION	50.82
	PUD	ACCT #203500020	STREET LIGHTING	52.42
	PUD	ACCT #222664310	TRANSPORTATION	53.88
	PUD	ACCT #222664740	TRANSPORTATION	61.38
	PUD	ACCT #202303301	SEWER LIFT STATION	65.28
	PUD	PUD DEERING WILDFLOWER ACRES	PARK & RECREATION FAC	73.62
	PUD	ACCT #220681340	STORM DRAINAGE	76.77
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	87.06
	PUD	ACCT #222663973	TRANSPORTATION	89.20
	PUD	ACCT #221115934	MAINT OF GENL PLANT	91.00
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	104.62
	PUD	ACCT #222025900	PUMPING PLANT	127.81
	PUD	ACCT #205419765	PUBLIC SAFETY BLDG	129.20
	PUD	ACCT #221192545	PUBLIC SAFETY BLDG	162.75
	PUD	ACCT #204821227	TRAFFIC CONTROL DEVICES	163.09

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150200	PUD	ACCT #200223857	PARK & RECREATION FAC	191.15
	PUD	ACCT #201247699	STREET LIGHTING	229.44
	PUD	ACCT #201675634	WASTE WATER TREATMENT	417.52
	PUD	ACCT #201587284	WASTE WATER TREATMENT	736.46
	PUD	ACCT #202177333	MAINT OF GENL PLANT	785.81
	PUD	ACCT #201639689	MAINT OF GENL PLANT	883.12
	PUD	ACCT #200021871	COURT FACILITIES	1,309.77
	PUD	ACCT #201617479	CITY HALL	1,332.55
	PUD	ACCT #200824548	MAINT OF GENL PLANT	1,361.14
	PUD	ACCT #200303477	WATER FILTRATION PLANT	1,674.48
	PUD	ACCT #201147253	PUMPING PLANT	1,702.65
	PUD	ACCT #221320088	SUNNYSIDE FILTRATION	2,492.52
	PUD	ACCT #201463031	PUBLIC SAFETY BLDG	3,239.59
	PUD	ACCT #201577921	PUMPING PLANT	7,471.30
	PUD	ACCT #201420635	WASTE WATER TREATMENT	7,658.45
	PUD	ACCT #202075008	WASTE WATER TREATMENT	13,721.46
	PUD	ACCT #201721180	WASTE WATER TREATMENT	23,376.81
150201	REDONDO, CATALINO &	UB REFUND	WATER/SEWER OPERATION	168.84
150202	REECE TRUCKING	DUMP BRUSH	ROADSIDE VEGETATION	33.25
	REECE TRUCKING	CRUSHED ASPHALT	GMA-PARKS	222.78
	REECE TRUCKING	TOPSOIL	WATER SERVICE INSTALL	321.05
	REECE TRUCKING	ASPHALT GRINDING	GMA-PARKS	1,561.83
150203	RH2 ENGINEERING INC	PROFESSIONAL SERVICE THROUGH 8/1/21	WATER DIST MAINS	254.46
	RH2 ENGINEERING INC		SOURCE OF SUPPLY	438.19
	RH2 ENGINEERING INC		WATER RESERVOIRS	1,261.78
150204	RICH MARKETING LLC	DIGITAL ADVERTISING	STORM DRAINAGE	1,000.00
150205	ROEMER, JOCELYN	UB REFUND	WATER/SEWER OPERATION	34.87
150206	ROY ROBINSON INC.	AQUAMAX HOLDING TANK	ER&R	142.42
150207	SEATTLE GOODWILL	CDBG - COVID-19 RELIEF	COMMUNITY	11,269.66
150208	SINGH, DAVINDER & BA	UB REFUND	WATER/SEWER OPERATION	365.49
150209	SISKUN POWER EQUIPME	AIR FILTERS	SMALL ENGINE SHOP	45.72
	SISKUN POWER EQUIPME	TANK GUARD, THROTTLE LEVER	SMALL ENGINE SHOP	344.75
150210	SMITH, JEFFREY	UB REFUND	WATER/SEWER OPERATION	24.69
150211	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES JULY 2021	SOLID WASTE OPERATIONS	176,910.00
150212	SNO CO TREASURER	JULY HOUSING-JAIL	DETENTION & CORRECTION	80,441.46
150213	SOLID WASTE SYSTEMS	REPAIR PACK HYDRL CYLINDER J025	EQUIPMENT RENTAL	17,998.36
150214	SOUND SAFETY	RIGBY SHORT	PARK & RECREATION FAC	77.49
	SOUND SAFETY	UNIFORM GEIBEL	UTIL ADMIN	152.87
	SOUND SAFETY	WORK BOOTS - ROTH	PARK & RECREATION FAC	158.10
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	1,366.96
150215	STAPLES	OFFICE SUPPLIES	COMMUNITY CENTER	3.79
	STAPLES		COMMUNITY CENTER	176.05
150216	STEERE, JOSHUA	UB REFUND	WATER/SEWER OPERATION	227.60
150217	STONEWAY ELECTRIC	VAN RESTOCK PARTS	SOURCE OF SUPPLY	25.69
	STONEWAY ELECTRIC		WASTE WATER TREATMENT	25.70
	STONEWAY ELECTRIC		SOURCE OF SUPPLY	58.59
	STONEWAY ELECTRIC		WASTE WATER TREATMENT	58.60
150218	STRAND, JOANNE	UB REFUND	WATER/SEWER OPERATION	123.45
150219	STRATEGIES 360	SERVICE FOR JULY 2021	GENERAL	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
150220	SUEZ TREATMENT	LAMPS, BALLAST ASMY, U.V. PARTS	WASTE WATER TREATMENT	4,396.96
150221	TAIRA, DIXIE	REFUND PICKLEBALL	PARKS-RECREATION	50.00
150222	THE ESTATE OF GORDON	UB REFUND	WATER/SEWER OPERATION	36.67
	THE ESTATE OF GORDON		GARBAGE	187.16
150223	TIMEMARK INCORPORATE	TRAFFIC COUNTER REPAIRS	GENERAL FUND	-33.41
	TIMEMARK INCORPORATE		TRANSPORTATION	392.62
150224	TOLLEY, BRIAN & MARI	UB REFUND	WATER/SEWER OPERATION	229.20

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 8/25/2021 TO 8/25/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
150225	TRUEAX, KIM	REFUND CAMP MAGIC	PARKS-RECREATION	125.00
150226	TULALIP TRIBES OF WA	YOUTH ACADEMY VENUE RENTAL	EXECUTIVE ADMIN	225.00
150227	TYLER TECHNOLOGIES	P-CARD IMPLEMENTATION	FINANCE-GENL	740.00
	TYLER TECHNOLOGIES	EXECUTIME IMPL AND PM 8/5 & 8/6/21	FINANCE-GENL	2,220.00
150228	UDLOCK, GRANT	REFUND PICKLEBALL	PARKS-RECREATION	60.00
150229	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	553.40
150230	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	31.50
	UNITED PARCEL SERVIC		POLICE PATROL	34.26
150231	UNITED SITE SERVICES	CREDIT MEMO FOR SECOND SANICAN	PARK & RECREATION FAC	-185.36
	UNITED SITE SERVICES	PORTABLE RESTROOM	PARK & RECREATION FAC	494.29
150232	US BANK	CAMP/OFFICE SUPPLIES	RECREATION SERVICES	31.77
	US BANK		COMMUNITY CENTER	95.05
150233	USA BLUEBOOK	ADJUSTABLE PIPE STAND	WASTE WATER TREATMENT	353.09
150234	WA AUDIOLOGY SRVCS	DATA ENTRY/MANAGEMENT FEE	PARK & RECREATION FAC	40.00
150235	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	125.64
150236	WAXIE SANITARY SUPPL	PARKS GARBAGE BAGS	PARK & RECREATION FAC	857.61
150237	WEST PAYMENT CENTER	INVESTIGATIVE TOOL	POLICE INVESTIGATION	342.93
	WEST PAYMENT CENTER		POLICE INVESTIGATION	360.08
150238	WESTERGREEN, JAMES	UB REFUND	WATER/SEWER OPERATION	93.14
150239	WESTERN VENTURES	HYDRANT METER DEPOSIT/FEE	WATER-UTILITIES/ENVIRONMN	-137.85
	WESTERN VENTURES		WATER/SEWER OPERATION	1,150.00
150240	WHITE CAP CONSTRUCT	SAFETY EQUIPMENT	PARK & RECREATION FAC	172.53
150241	WHPACIFIC	PROFESSIONAL SERVICES	GMA - STREET	47,826.31
150242	WIDE FORMAT COMPANY	BASE FEE FOR AUG 2021	UTIL ADMIN	130.07
150243	WOOD, BONNIE	UB REFUND	WATER/SEWER OPERATION	316.90
150244	WSSUA	UMPS FOR SOFTBALL LEAGUE	RECREATION SERVICES	270.00
150245	ZIONS BANK	CUSTODIAN/SAFEKEEPING	FINANCE-GENL	387.50
	ZIONS BANK		ENTERPRISE D/S	387.50
150246	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	53.06
	ZIPLY FIBER	ACCT #3601970339	SEWER LIFT STATION	61.61
	ZIPLY FIBER	ACCT #3606583136	MUNICIPAL COURTS	72.92
	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	72.92
	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	86.70
	ZIPLY FIBER	ACCT #3606582766	MUNICIPAL COURTS	88.18
	ZIPLY FIBER	ACCT #3606597667	OFFICE OPERATIONS	88.18
	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	105.66
150247	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	53.06
150248	ZIPLY FIBER	PHONE DEERING WILDFLOWER	PARK & RECREATION FAC	59.01
150249	ZIPLY FIBER	ACCT #3606583635	COMMUNITY	60.38
	ZIPLY FIBER		UTIL ADMIN	60.39
150250	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	52.77
	ZIPLY FIBER		POLICE PATROL	52.77
	ZIPLY FIBER		COMMUNICATION CENTER	52.77
	ZIPLY FIBER		UTILITY BILLING	52.77
	ZIPLY FIBER		GENERAL	52.77
	ZIPLY FIBER		GOLF ADMINISTRATION	52.77
	ZIPLY FIBER		COMMUNITY	105.55
	ZIPLY FIBER		DETENTION & CORRECTION	105.55
	ZIPLY FIBER		OFFICE OPERATIONS	105.55
	ZIPLY FIBER		GOLF ADMINISTRATION	105.55
	ZIPLY FIBER		CITY HALL	158.35
	ZIPLY FIBER		RECREATION SERVICES	211.10
	ZIPLY FIBER		WASTE WATER TREATMENT	263.87
	ZIPLY FIBER		UTIL ADMIN	263.87

DATE: 8/27/2021
TIME: 10:21:37AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 8/25/2021 TO 8/25/2021

PAGE: 107

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
			WARRANT TOTAL:	<u><u>1,297,823.92</u></u>

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL:

\$1,297,823.92

Index #10

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 13, 2021

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

RECOMMENDED ACTION:

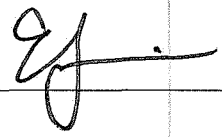
The Finance and Executive Departments recommend City Council approve the August 25, 2021 payroll in the amount \$1,443,581.95, paid by EFT Transactions and Check No. 33607 through 33626 with Check No. 112258 voided.

COUNCIL ACTION:

Index #15

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/14/21

AGENDA ITEM:	
Auto Theft Task Force Inter-local Agreement Renewal	
PREPARED BY:	DIRECTOR APPROVAL:
Commander Robb Lamoureux	
DEPARTMENT:	
Police	
ATTACHMENTS:	
Inter-local Agreement Between Snohomish County and City of Marysville	
BUDGET CODE:	AMOUNT:
00108337.382132	\$344,733 (reimbursed)
SUMMARY:	

This inter-local agreement between Snohomish County and City of Marysville is a two-year renewal agreement for Auto Theft Task Force (ATTF) services effective July 1, 2021 through June 30, 2023.

The department agrees to dedicate and assign one full-time detective to the Task Force. The City will be reimbursed for actual expenses for salary and benefits up to a maximum amount of \$344,733 over the length of the agreement through monthly invoices submitted to the County.

The County oversees the ATTF and administers the Auto Theft Prevention Grant through their contract with Washington Auto Theft Prevention Authority (WATPA).

This inter-local agreement has been reviewed and approved as to form by the city attorney's office.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor or sign and execute the **Auto Theft Task Force Inter-local Agreement Between Snohomish County and City of Marysville**.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute _____.

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

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

RECITALS

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

AGREEMENT

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

1.0 TASK FORCE COMPOSITION, PURPOSE, AND TERM

- 1.1 The City agrees to cooperate in the Task Force, composed of law enforcement, prosecutor, and support personnel, in order to jointly coordinate selected law enforcement activities, resources, and functions to prevent auto theft and to investigate and prosecute auto theft offenders in Snohomish County.
- 1.2 This Agreement shall take effect July 1, 2021, and continue in effect through June 30, 2023, unless earlier terminated or modified as provided in this Agreement.

2.0 ORGANIZATION

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

3.0 OBLIGATIONS OF CITY

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

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

4.0 BUDGET AND COMPENSATION

- 4.1 The County, through its Sheriff's Office, shall serve as the fiscal agent and manage Grant Funds, including reimbursement to participating jurisdictions. All revenues collected or generated by or for the Task Force shall be maintained by the County pursuant to law.
- 4.2 The County will reimburse the City actual expenses for salary and benefits up to a maximum amount of \$163,537.00 for (July 1, 2021 – June 30, 2022) and \$172,446.00 for (July 1, 2022 – June 30, 2023) and overtime up to \$8,750/ per 24 months. The City will send monthly invoices to the County with supporting documentation.
- 4.3 The County will make payments within thirty (30) days from receipt of the monthly invoice. Invoices shall be sent to Snohomish County Sheriff's Office, Fiscal Division, Mail Stop 606, 3000 Rockefeller Ave., Everett, WA 98201.
- 4.4 Total reimbursement under this Agreement shall not exceed \$344,733.00.

5.0 GENERAL ADMINISTRATION

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

6.0 ASSET FORFEITURE

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

7.0 REAL AND PERSONAL PROPERTY

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

8.0 ACQUISITION AND USE OF EQUIPMENT

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

9.0 MODIFICATION

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

10.0 NONDISCRIMINATION PROVISION

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

11.0 TERMINATION OF AGREEMENT

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

12.0 HOLD HARMLESS

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

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

13.0 GOVERNING LAW AND VENUE

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

14.0 INTEGRATION

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

15.0 SEVERABILITY

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

16.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

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

17.0 NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following persons:

To the County:

Snohomish County Sheriff
3000 Rockefeller Avenue, M/S 606
Everett, WA 98201

To the City:

City of Marysville
1635 Grove Street
Marysville, WA 98270
Attn: Robert Lamoureux

18.0 RECORDING OR POSTING

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

Dated this _____ day of _____, 2021.

“County”

“City”

SNOHOMISH COUNTY

CITY OF MARYSVILLE

County Executive
Date: _____

Print Name: _____
Date: _____

APPROVAL RECOMMENDED:

ATTEST:

Adam Fortney, Sheriff
Dated: _____

By: _____
Print Name: _____
Dated: _____

Approved as to form:

Andrew M. Denny

Deputy Prosecuting Attorney
Date: 7/22/21

Approved as to form:

Date: _____

Reviewed by Risk Management

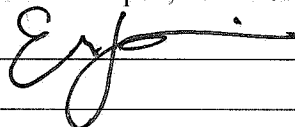
Risk Manager
Date: _____

Index #16

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/14/21

AGENDA ITEM:	
License Agreement with Snohomish County Sheriff's Office for use of their Gun Range	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Vermeulen	Erik Scairpon, Police Chief
DEPARTMENT:	
Police	
ATTACHMENTS:	
License Agreement with Snohomish County Sheriff's Office	
BUDGET CODE:	AMOUNT:
00103222.544400	\$850.00 per full day of use
SUMMARY:	

This a new License Agreement between Snohomish County Sheriff's Office and the City of Marysville, which provides the Marysville Police Department with use of the Snohomish County Sheriff's Office Gun Range.

Over past several years, the Marysville Police Department has used Plantation Range in Whatcom County. Plantation Range has gone through several changes in leadership and due to issues with the rifle range, does not provide a location for officers to shoot and qualify with the patrol rifle. Due these issues, the Marysville Police Department has sought the use of the Snohomish County Sheriff's Office Gun Range.

The Snohomish County Sheriff's Office Gun Range offers us an indoor range that allows the use both pistol and rifles for department in-service training. This allows us to qualify and shoot on the same day with our patrol rifles and handguns. The Sheriff's Gun Range allows us the flexibility and use of the range to create and execute specific firearms training drills. The use of this indoor range also allows us to conduct training in controlled environment regardless of the weather and time of year.

RECOMMENDED ACTION:

Staff respectfully recommends that Council authorize the Mayor or sign and execute the attached Licensing Agreement between the Snohomish County Sheriff's Office and the City of Marysville for use of the Sheriff's Office Gun Range.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute attached Licensing Agreement between the Snohomish County Sheriff's Office and the City of Marysville for use of the Sheriff's Office Gun Range.

**LICENSE AGREEMENT
SNOHOMISH COUNTY – SHERIFF’S GUN RANGE
8915 CATHCART WAY, SNOHOMISH, WA 98296**

This License Agreement (the "Agreement") is between **Snohomish County, a political subdivision of the State of Washington**, (herein referred to as the "County") and CITY OF MARYSVILLE, (herein referred to as the "Licensee").

WITNESSETH

1. PREMISES. This Agreement grants Licensee use of the Snohomish County Sheriff's Gun Range facility amounting to approximately 11,140 rentable square feet and located at 8915 Cathcart Way, Snohomish, Washington 98296 (the "Premises"), which is a portion of the following tax parcel number:

Tax Parcel Number: 28053600200700

The parties agree that Licensee's use of the Premises is limited to the training room, restrooms, kitchen, and gun range.

2. CONSIDERATION. During the term of this Agreement, the Licensee shall pay a license fee in the amount of **\$85.00 for each hour** of use of the Premises. In the event the Licensee requests County staff to provide additional overtime hours of assistance in training and operation, outside normal business hours, the Licensee will be required to pay to the County an hourly overtime fee to be calculated by the County. The Licensee and County must mutually agree to dates and time for the County to provide additional overtime hours of assistance in training and operation of the range at the Premises prior to any scheduled use by the Licensee.

DATE OF USE	HOURS OF USE	OVERTIME HOURS	TOTAL LICENSE FEE

The Licensee will be invoiced within fifteen (15) business days of use of the Premises. The Licensee's payments will be sent to the following address:

**Snohomish County Sheriff's Department
3000 Rockefeller Avenue M/S 606
Everett, WA 98201**

3. TERM. The term of this Agreement shall commence upon full execution of this Agreement by the County and Licensee and shall be used for a period of _____ hours to commence at _____ a.m./p.m. and end at _____ a.m./p.m. effective _____, 20_____.

4. SCOPE OF LICENSE. The Premises shall be used solely for gun range and classroom training purposes. No illegal use shall be made thereof. Licensee's authority to use the Premises

shall not be considered exclusive possession or control. The County may enter the Premises at any time to determine whether improper or hazardous use is being made of the Premises. County staff may be present on the Premises at any time during which the Premises are being used by the Licensee.

Licensee agrees to comply with the County's rules and policies implemented for use of the Premises when exercising the rights granted to Licensee in this Agreement.

5. ACCESS. Licensee's access to the Premises must be scheduled with the County and will not include access on holidays.

6. CARE AND CONDITION. The Licensee shall be responsible for the Premises herein described and return the same in a neat and clean condition upon termination. If any property of Licensee is not removed by the date of termination, the County shall have the right to take possession of and store, use and/or sell the property in such a manner as it deems appropriate, and collect all unpaid fees, storage fees, costs of sale, reasonable attorney's fees, and other expenses from the proceeds of such sale. Licensee expressly agrees that any sale, public or private, may occur not less than thirty (30) days after the date of termination and may occur with or without notice from the County.

The County shall not be liable to the Licensee for any loss or damage to the Licensee's property or any other property from theft, fire, or any other cause before or after termination. The County is under no obligation to maintain, replace or repair any of its facilities or any other obligation not stated in this Agreement.

Licensee has examined the Premises and accepts the same in its present condition. It is agreed that the County shall not be bound by any warranty or representation as to the condition of the Premises or be bound in any other manner except as stated herein.

This Agreement shall not limit any legal remedies of the County not stated herein. If the County is required to expend any money to enforce any of its rights or to clean or renovate the Premises, such sum, including reasonable attorney's fees, shall be immediately due and payable to the County.

7. UTILITIES. The County agrees to pay for all utility cost to the Premises.

8. MAINTENANCE. The County shall provide routine maintenance and services at the Premises. The County shall not be called upon to make any repairs occasioned by the negligence of the Licensee, its agents or employees during Licensee's use of the Premises as stated in this Agreement.

9. HOLD HARMLESS. The Licensee agrees, to the maximum extent permitted by law, to indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or natures arising out of, in connection with, or incidental to its use of the Premises. In addition, the Licensee shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its use of the Premises; shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims.

With respect to the Licensee's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Licensee further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Licensee's employees caused by or arising out of the

Licensee's acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Licensee.

In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party. In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Licensee.

In addition, the County shall be entitled to recover from the Licensee its attorney fees and costs incurred to enforce the provisions of this section.

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

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

10. INSURANCE. Licensee shall maintain for the duration of the Agreement insurance and/or self-insurance adequate to cover its liability obligations for injuries to persons or damage to property which may arise from or in connection with the Licensee's use of the Premises. If a State agency, Licensee and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against Licensee and its employees, officers, volunteers and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. If Licensee is part of a risk pool sanctioned by the Washington State Office of Financial Management it will provide a letter signed and executed by an authorized agent indicating the Licensee's participation in said pool.

11. ASSIGNMENT OR SUBLETING. This Agreement may not be assigned, sublet, or possession thereof transferred voluntarily or involuntarily by the Licensee.

12. NOTICES. Notice as required by any term of this Agreement, or by law, shall be given by registered or certified mail. Such communication or notice shall be deemed to have been given and received when deposited in the United States Mail, property addressed, with postage prepaid. Such notice or communication shall be given as follows:

If to the County: **Snohomish County Property Management
3000 Rockefeller Avenue M/S 404
Everett, WA 98201
Telephone: 425.388.3400**

If to the Licensee: City of Marysville
1049 State Avenue
Marysville, WA 98270
Telephone: 360.363.8000

13. MODIFICATION. This Agreement may only be modified in writing and such modification shall take effect only after such modification is duly executed by both parties.

14. TERMINATION.

- A. Termination shall not affect the rights of the County under any other paragraph in this Agreement.
- B. If Licensee breaches any term of this Agreement, the County may terminate this Agreement immediately by providing verbal or written notice to Licensee.

15. POSSESSORY LIEN. In the event of default in payment, or breach of any other condition of this Agreement, or for any and all damages caused to the property of the County by Licensee, its agents, employees or invitees, the County shall have a possessory lien upon any and all property stored, used or located on any property of the County and upon any sums of money advanced to or otherwise in the possession of the County.

16. CONFLICTS BETWEEN ATTACHMENTS AND TEXT. Should any conflict exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

17. GOVERNING LAW, STIPULATION OF VENUE, AND ATTORNEY FEES. This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington. The prevailing party in any lawsuit brought to enforce the terms of this Agreement shall be entitled to reasonable attorney fees and costs.

18. NON-DISCRIMINATION. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Licensee shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Licensee of the Licensee's compliance with the requirements of Chapter 2.460 SCC with respect to this Agreement. If the Licensee is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Licensee's obligations under other federal, state, or local laws against discrimination.

19. 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.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein.

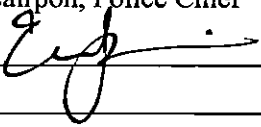
21. WARRANTY OF AUTHORITY. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the

Index #17

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/13/2021

AGENDA ITEM:	
Contract with North Whidbey Sportsmen's Association for use of their Gun Ranges	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Vermeulen	Erik Scairpon, Police Chief
DEPARTMENT:	
Police	
ATTACHMENTS:	
Contract with North Whidbey Sportsmen's Association	
BUDGET CODE:	AMOUNT:
00103222.544400	\$125.00 per full day of use
SUMMARY:	

This a new License Agreement between North Whidbey Sportsmen's Association and the City of Marysville, which provides the Marysville Police Department with use of the North Whidbey Sportsmen's Association Gun Ranges.

Over past several years, the Marysville Police Department has used Plantation Range in Whatcom County. Plantation Range has gone through several changes in leadership and due to issues with the rifle range, does not provide a location for officers to shoot and qualify with the patrol rifle. Due these issues, the Marysville Police Department has sought the use of the North Whidbey Sportsmen's Association Gun Range.

The North Whidbey Sportsmen's Association Gun Ranges offer us an outdoor range that allows the use both pistol and rifles for department in-service training. This allows us to qualify and shoot on the same day with our patrol rifles and handguns. The North Whidbey Sportsmen's Association Gun Ranges allows us the flexibility and use of the range to create and execute specific firearms training drills in an outdoor environment.

RECOMMENDED ACTION:

Staff respectfully recommends that Council authorize the Mayor or sign and execute the attached Contract with North Whidbey Sportsmen's Association and the City of Marysville for use of the North Whidbey Sportsmen's Association Gun Ranges.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute attached Contract between the North Whidbey Sportsmen's Association and the City of Marysville for use of the North Whidbey Sportsmen's Association Gun Ranges.

CONTRACT
Between
THE CITY OF MARYSVILLE
AND
NORTH WHIDBEY SPORTSMEN'S ASSOCIATION

USE OF PISTOL AND RIFLE RANGES

THIS AGREEMENT is made and entered into by and between North Whidbey Sportsmen's Association, a Washington non-profit corporation, hereinafter referred to as "NWSA" and City of Marysville (the "City"), collectively referred hereinafter as the "Parties."

1. PURPOSE:

For the use by the City of the NWSA's Pistol Range Bay and/or the Rifle Range Bay (Ranges) located at 886 Gun Club Road, Oak Harbor, Washington 98277. These facilities are to be used by the City in accordance with the use terms as set forth in this Agreement for Law Enforcement training purposes.

The City is contracting with the NWSA for use of the Range for the purpose of the City to provide firearms qualifications, practice or training for commissioned and non-commissioned personnel of the City.

It is understood and agreed by the Parties that the NWSA shall provide no training or supervision at the Facility during the City's exclusive or individual use periods of the agreed upon portion of the facility designated for the city's use. The NWSA shall provide, upon request by the City's Supervisor or Coordinator, assistance to the individual Supervisor or Coordinator, in familiarizing them with the operations of facilities, equipment, and other infrastructure necessary to facilitate the City's use under the terms of this Agreement.

It is understood and agreed by the Parties that the City is a qualified law enforcement agency, or equivalent entity, such that their supervisor and/or participants are experienced with and trained in the use of firearms and firearm safety. The NWSA shall have no duty to train or assist the City with firearm safety or rifle range safety.

2. RESPONSIBILITIES

NWSA RESPONSIBILITIES:

- A. NWSA shall make available to the City the Ranges at such time and under such conditions as are hereinafter set forth.
- B. Maintain the facilities in a way that provides a safe environment for their intended use.
- C. Designate and report to the City's Representative a primary, and an alternate, point of contact, hereinafter referred to as "NWSA POC", for all communication/coordination/approval of City activities at the NWSA facility.

CITY RESPONSIBILITIES:

- A. The City shall provide all targets, target standards, ammunition and other materials necessary for the use of the Range.

While storage of said City materials, less ammunition, may be on NWSA property with NWSA approval, the lock(s) shall be provided and maintained by the City with a key and/or combination provided to the NWSA POC. If storage area is provided by NWSA, it is with the understanding that all Law Enforcement Agencies under contract with NWSA shall have access to said storage area. All Law Enforcement Agencies shall keep said storage area clean.

- B. Schedule, in advance, with NWSA POC exclusive use days for the use of a range.
- C. Assume full responsibility for safety of the entire Range during any period of exclusive use by the City.

- D. Be responsible for the conduct of members of the City while on the Range during exclusive use periods.
- E. Designate, and report to the NWSA POC the name of an individual who shall act as a qualified supervisor and coordinator of all City's activities at the Range. This individual shall be the person with whom the NWSA POC will work in connection with day-to-day matters of Range use, and who will be in direct charge during actual Range use.
- F. There shall be a City supervisor or coordinator and a City Range Safety Officer present at the Range at all times during exclusive use. The supervisor or coordinator shall terminate use of the range if any danger or safety risk is present at the facility and provide immediate electronic or verbal notice to the NWSA, followed by a written notice to the NWSA within 24 hours detailing the danger or safety risk. The Range Safety Officer shall be responsible for supervising safe shooting activities, monitor and enforce safety and range rules, and range operations during times of exclusive use. (The Range Safety Officer may also function as the supervisor or coordinator.)
- G. A written report of all accidents, damage or injury that occurs shall be provided immediately or no later than 24 hours to the NWSA. The written report shall provide sufficient details of the incident, including the date, time, circumstances and nature of injury or damage, and the name of the injured party, witnesses and City's Supervisor present at the time of the incident. The written report shall be submitted to NWSA Office or to the Range NWSA personnel.
- H. The City and its participants must comply with all Federal, State and local laws.
- I. The City shall pay all costs associated with damage, destruction, or loss to the NWSA at the Facilities as a result of the City's use and/or presence at the Range.

3. USE OF THE RANGE

- A. During the term of this Agreement, the City shall be entitled to schedule and utilize the Range designated herein in undivided blocks of time, up to 8 hours per day, (hereinafter 'Block' or 'Blocks') during the normal operating hours of NWSA, excluding holidays.
 - 1. Requests for range use shall be submitted to the Board via the NWSA POC for review and approval. Written requests must be received by the Board no later than the close of business on the third Wednesday of the month that immediately precedes the month of requested use (i.e., the third Wednesday of April for use in May).
 - 2. NWSA shall review, approve and confirm in writing the City's requested 8-hour or less blocks within two (2) business days following a regular NWSA Board meeting held on the third Wednesday of each month. No requests shall be unreasonably withheld.
- B. City shall remove all City generated trash from NWSA property. Only expended brass shell casings may remain. Shotgun shells, steel, aluminum and/or other alloy shell casings must be removed by City after each scheduled use of the range.
- C. City shall limit Range usage to official use only. This use shall be limited to: gun maintenance repairs; forensic testing; and individualized training. No personal usage is authorized unless said City personnel are also recognized members of NWSA.
- D. City shall ensure City personnel wear their badges, in lieu of an official NWSA membership card, in a plainly visible manner at all times while on NWSA property. The City POC may request deviation from this requirement under special circumstances and on a case by case basis.
- E. NWSA shall provide, and City shall display, a 'RANGE CLOSED' sign to be used during their approved training/qualification Blocks.

4. TERM OF AGREEMENT:

The term of this Agreement shall be from October 1, 2021 through September 30, 2022.

5. FEES:

- A. CITY shall pay a fee of \$125.00 per day to use the range and clubhouse facilities
- B. Payment shall be within 30 days of receipt of an invoice from NWSA.
- C. Invoices shall be sent by email to mvanderwalker@marysvillwa.gov, or by US mail to City of Marysville Police Department, ATTN: Margaret Vanderwalker, 1635 Grove Street, Marysville WA 98270, thirty (30) days or more prior to the due date.

6. RELATIONSHIP OF THE PARTIES: No agent, employee, servant, or representative of the City shall be deemed to be an agent, employee, servant, or representative of NWSA for any purpose. The City will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, or subcontractors, or otherwise, in performance of this agreement.

7. NON-WAIVER OF BREACH: The failure of either party to insist upon strict performance of any of the covenants and agreements of the Agreement or to exercise any option herein conferred in any one or more instance shall not be construed to be a waiver of relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

8. INDEMNIFICATION:

To the fullest extent permitted by law, the City agrees to indemnify, defend and hold the NWSA and its departments, 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 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the City, its employees, agents, participants or volunteers or City's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with City's activity and use under this Agreement; or 3) are based upon the City or their participants, employees, agents, or volunteers, or its subcontractors' use of, presence upon, or proximity to the property of the NWSA. PROVIDED, that in the event of the concurrent negligence of the Parties, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City.

This indemnification obligation of the City shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the City are a material inducement to NWSA to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

The NWSA reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of City's indemnity obligations under this Agreement.

The City agrees all City's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the City enters into subcontracts to the extent allowed under this Agreement, the City's subcontractors shall indemnify the NWSA on a basis equal to or exceeding City's indemnity obligations to the NWSA. All insurance shall be per occurrence.

9. INSURANCE:

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

10. 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. 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.

11. 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.

12. NOTICES: Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mails, with proper postage and properly addressed. Notices shall be sent to the following address:

CITY:

City of Marysville Police Department
Margaret Vanderwalker
1635 Grove Street
Marysville WA 98270

CONSULTANT:

North Whidbey Sportsman's Association
James Till
PO Box 267
Oak Harbor WA 98277

13. 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.

14. 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.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

CITY OF MARYSVILLE

NORTH WHIDBEY SPORTSMEN'S ASSOCIATION

By _____
Jon Nehring, Mayor

By _____
James Till

Date _____

_____ Date

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CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 13, 2021

AGENDA ITEM:	
Professional Services Agreement with J.A. Brennan Associates, PLLC for Design of Comeford Park and Restroom	
PREPARED BY:	DIRECTOR APPROVAL:
Jane Shafer/Tara Mizell	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Exhibit A/Professional Services Agreement	
BUDGET CODE:	AMOUNT:
	\$154,854.50
SUMMARY:	

J.A. Brennan Associates, PLLC will provide a schematic design of Comeford Park that will include a new restroom, new event seating to the new Marysville Civic Center Plaza and preliminary lighting design for the park.

The attached Professional Services Agreement (PSA) will provide the City with a site analysis, conceptual design, environmental permitting support, finalized plan and specifications and bid support services. It is in the staff's opinion that the negotiated fee of \$154,854.50 is fair and consistent with industry standard.

The scope of services included with the PSA demonstrates a clear and concise approach to complete the design of this project. Staff is confident that the City will be well served by J.A. Brennan Associates, PLLC as it relates to this project.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement for the Comeford Park & Restroom Design project with J.A. Brennan Associates, PLLC in the amount of \$154,854.50

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND J.A. BRENNAN ASSOCIATES, PLLC**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and J.A. Brennan Associates, PLLC, a professional limited liability corporation, organized under the laws of the state of Washington, located and doing business at 2701 First Avenue, Suite 510, Seattle, WA 98121 (“Consultant”).

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

1. **SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
2. **TERM.** The term of this Agreement shall commence on September 13, 2021 and shall terminate at midnight on September 30, 2022. The parties may extend the term of this Agreement by executing a written supplemental amendment.
3. **COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **One Hundred Fifty Four Thousand Eight Hundred Fifty Four U.S. Dollars and Fifty Cents (\$154,854.50)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

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

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

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

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

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

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

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

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

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

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

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

4.6 INDEMNITY.

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

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

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

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

_____ (City Initials)

_____ (Contractor Initials)

4.7 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

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

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

4.9 INDEPENDENT CONTRACTOR.

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

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

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

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

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

4.10 EMPLOYMENT.

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

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

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

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

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

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

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

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

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

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

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

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

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

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

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE

City of Marysville
1049 State Avenue
Marysville, WA 98270

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

J.A. BRENNAN ASSOCIATES, PLLC
2701 First Avenue, Suite 510
Seattle, WA 98121

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

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

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

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

6.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

CONSULTANT

By _____

(Name)
Its: _____
(Title)

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

EXHIBIT B
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

Harmsen LLC, BNH Architects, Cross Engineers

Exhibit A

Landscape Architects & Planners
2701 First Avenue Suite 510 | Seattle, WA 98121
206.583.0620 | jabrennan.com

July 30, 2021

Comeford Park & Restroom Design – Schematic through Construction Documents

Prepared For:

Tara Mizell, Parks, Culture & Recreation Director
City of Marysville Parks, Culture & Recreation Department

PROJECT BACKGROUND:

The City of Marysville is initiating a construction document phase for the redevelopment of Comeford Park located at 514 Delta Ave. This project will redesign Comeford Park including a new restroom to provide additional amenities to the community and serve as a gathering and event space for the new Marysville Civic Center across the street from the park, which is currently under construction.

The vision for the park underscores the opportunity to enhance the downtown hub alongside the newly designed Civic Center and Delta Ave. It strengthens the city's unique character and sense of place. This project will establish a new design for the park restroom, consider the long-term vision for Comeford Park and will provide events seating that relates to the new Marysville Civic Center Plaza.

Comeford Park description (from Marysville's Website):

Downtown Comeford Park offers opportunities to relax, people-watch and enjoy beautiful grounds, a playground, picnicking areas, and the Rotary Pavilion. Comeford Park is also home to the Spray Park that opened in 2014.

It is the hub for several annual community events including the Marysville Strawberry Festival in mid-June and Merryville for the Holidays winter festival the first Saturday in December, Early Bird Craft Fair in the fall, and Mother Lovin' Homemade and Homegrown festival in the spring.

DESIGN TEAM:

JA Brennan Associates – Prime Consultant, Landscape Architecture and Planning
Harmsen LLC - Civil engineering
BNH Architects – Architectural, mechanical and structural design of restroom
Cross Engineers - Electrical engineering for park and restroom

SCOPE OF WORK:

Task A – Administration/ Coordination

Administration tasks include meeting coordination, scheduling, contract administration, and sub-consultant administration costs and expenses.

Task B – Site Inventory & Analysis,

This task will include limited code review and site inventory as described below and in the fee spreadsheet.

Site Analysis

Work will include visiting the site to assess existing site conditions.

Existing site data and City Codes will be reviewed for landscape requirements. Existing survey file and Civic Center as-built files will be used as a design base for the project. No additional survey is anticipated. The JAB team will review the geotechnical report provided by the City.

Architect (BNH Architects)

- Architect to visit site to observe potential layout of the restroom building.
- Structural Engineer to review geotechnical report to see how/if it will affect foundation design of the restroom building.

Civil Design (Harmsen Engineers)

- Take part in one site visit.

Electrical engineer (*Cross Engineers*)

- Visit site to determine existing conditions and existing power utilities.

Deliverables Task B

- As identified in the fee matrix

Task C–Design Meetings and Coordination

This task will include team coordination and meetings to progress the design. Team members will only be activated as required for specific meetings. JAB will coordinate via email, video and telephone communication with client. JAB will organize a kickoff meeting and initial site visit with the client.

Design review meetings will be held at key points in the design process, including schematic design, design development and after each submittal to receive City feedback.

Design meetings will be accomplished with a virtual meeting/conference call format.

Architect (BNH Architects)

- Architect, Structural Engineer and Mechanical Engineer to attend the client kick off meeting to get programming information concerning their needs.
- During the pre-design of the restroom building the Architect, Structural and Mechanical will meet with the City at least three times to make sure the design is meeting their needs.

Civil Design (Harmsen Engineers)

- Take part in a kick-off meeting and 3 team meetings.

Electrical engineer (*Cross Engineers*)

- Participate in design coordination conference calls with Parks and other design team members. Anticipate two (2). All correspondence and coordination reviews will be via electronic transfer.

Deliverables Task C

- Kick off meeting – may be on site
- As identified in the fee matrix

Task D–Develop Architectural Schematic – Restroom

The architectural schematic submittal will apply creative design solutions and technical expertise to produce a restroom design that fits within the existing Comeford Park context and reflects the character of the new Civic Center. BNH Architects will create loose schematic graphics as appropriate for City consideration of alternative concepts and character. JAB will provide review and input to the schematic restroom designs.

Architect (BNH Architects)

- Architect will provide up to two floor plan options for the City to consider.
- When one of the plans is selected and has been redrawn to what the City likes; a cost estimate will be developed.
- Once the proposed cost is known and accepted by the City further development will be done on the plan, interior elevations and exterior elevations.
- The Mechanical Engineer will design the HVAC system and proposed sink, toilet and urinal fixtures for review by the City.
- When the schematic plans are completed the design team will meet with the City to go over the design once more and make any changes as we progress into design development/construction documents.
- The information gathered from the meeting mentioned above will be written down in a “technical” memo that will also include cut sheets of desired fixture types.
- Coordination with the Electrical Engineer.

Deliverables Task D

- As identified in the fee matrix

Task E– Schematic Design

The schematic design task combines creativity, client interaction, and proactive cost controlling to achieve a beautiful and functional design that provides an exceptional regional park, community amenity and backdrop to the new Civic Center.

Schematic design for Comeford Park will be led by JA Brennan in collaboration with the City of Marysville. It will be based on the 02/26/2020 Conceptual Plan for the park with revisions as directed by the City. It will include:

- Connectivity to Marysville Civic Plaza
- Restroom size and location
- An (artificial) Christmas tree location in the park
- Updated light fixtures and lighting design for the park
- Relocated picnic shelter location
- Amphitheater seating stairs and low berm landform
- Revised pedestrian circulation
- Open lawn areas and primarily retention of existing trees
- Future skate park feature (potential skate ribbon)
- Retention of existing spray park and water tower
- Retain existing swings
- Partial redesign of play area (omit sandbox feature)
- Omit ice skating rink, basketball half court, and large play area

The schematic plan, graphics and brief memorandum will document the City's long-range plan for Comeford Park and will also set the design direction for this initial implementation phase of the western portion of the park. Alternative schematic design concepts are not anticipated. Storm drainage and utility design and costs are not included.

The schematic plan will only provide a preliminary lighting design cost estimate.

A schematic cost estimate is not provided for the park.

Civil Design (Harmsen Engineers)

Prepare a Narrative/Technical Memo discussing goals and expected infrastructure.

Deliverables Task E

- As identified in the fee matrix

Task F –Design Development 30% Design

The design development submittal will apply technical expertise to create design solutions to schematic design problems. Approximately half of the park is included within the design development and detailed design work under this Contract, as per the attached diagram. JAB will create a design development submittal that will be primarily Auto-CAD-drafted, although some information may be hand-drawn. Illustrative drawings will be completed as a method to convey design feasibility and finished project character. A preliminary square-footage level cost estimate will be provided for the design development plan. A draft table of contents for the CSI format Specifications will be provided.

JA Brennan (Prime/Landscape Architects)

- Grading, layout, and detailed design for restroom location, landscape areas, paving, seat walls, amphitheater seating stairs and relocated picnic shelter location.
- Planting design is limited to lawn, select trees and restoration of existing planting areas at the restroom and western portion of the park.

Architect (BNH Architects)

- The Architect along with the Structural and Mechanical Engineers will progress from the approved restroom schematic design plan and elevations to include architectural details, layouts of the mechanical systems, structural beam sizes and details and specific materials for the interior and exterior.
- Prepare the table of contents for the anticipated specification sections needed for architectural, structural and mechanical items.
- Coordination with the Electrical Engineer.

Civil Design (Harmsen Engineers)

- TESC Site Plan and Demolition plan for paving, utilities and lighting
- Review grading prepared by Landscape Architect
- Layout utilities and storm drainage systems for the restroom.
- Provide a TOC for expected Civil Specifications
- Prepare a preliminary design level Cost Estimate.

Electrical engineer will prepare: (Cross Engineers)

- All new lighting will be LED lights and selected by JA Brennan and Cross. Cross Engineers will help select fixture lumen packages.
- Prepare lighting, power site and floorplans.
- Prepare WSNREC lighting energy budget calculation form.
- Run site photometrics for areas with new LED lighting to indicate proposed light levels.
- Prepare panel schedule and demand load calculations.
- Connect power for spray park controls to restroom panel and calculate added load
- Coordinate with Owner, Structural, Civil and Landscape Architectural for new light fixture locations.

Deliverables Task F

- As identified in the fee matrix

Task G– Permit Support

The City of Marysville Parks and Recreation Division will complete all required permit applications. The JAB team will provide the 90% construction document plans for the City's use in applying for local and state permits. Permit support is limited to support to Parks Department with their responses to City Planning Department review comments.

Provide limited revisions in response to agency comments to the permit submittals.

Architect (BNH Architects)

- The Architect, Structural and Mechanical Engineers will respond to comments from the plan reviewers and correct any identified items.

Civil Design (Harmsen Engineers)

- Permit support is limited to responses to City permit submittal review comments.

Deliverables Task G

- As identified in the fee matrix

Task H – Construction Documents 60, 90, and 100% Plans, Specs and Estimate (PSE)

Construction documents will be submitted twice for client review prior to issuing final construction documents. Submittals will be provided at 60%, 90% and 100% (bid-ready) design completion. The 60% design submittal will include plans, preliminary specifications, and estimate of probable construction costs. 90% and 100% submittals will include plans, specifications and estimate of probable construction costs. It's assumed that the City will provide the Div 0 and Div 1 CSI specifications from Olympic View Park as a starting point. The City will lead development of Div 0 and Div 1 specifications.

JA Brennan (Prime/Landscape Architects)

- Grading, layout, and detailed design for restroom location, landscape areas, paving, seat walls, amphitheater seating stairs and relocated picnic shelter location.
- Planting design is limited to lawn, select trees and restoration of existing planting areas at the restroom and western portion of the park.

Architects will prepare (BNH Architects)

- Coordination with the Civil Engineer.
- Coordination with the Electrical Engineer.
- Prepare the final bid set of documents.
 - Provide cover sheet information to JAB that will be needed for permitting and bidding.
- Architectural
 - Partial site plan.
 - Foundation plan
 - Floor plan
 - Reflected ceiling plan
 - Roof plan
 - Interior elevations
 - Exterior elevations
 - Details, finish schedules
- Structural
 - Foundation plan
 - Roof plan
 - Details
- Mechanical
 - Floor plan
 - Reflected ceiling plan

- Riser diagrams
- Finish schedules
- Specifications
- Cost estimate

Civil engineer will prepare (*Harmsen Engineers*)

- TESC Site Plan and Demolition plan for paving, utilities and lighting
- Surface Water Pollution Prevention Plan & Narrative with details
- Drainage and Utility Service Plan with standard notes and details
- Final Drainage Report documenting the Stormwater Manual requirements for the site
- Civil Specifications
- Cost Estimate
- Respond to City review comments of the plans and reports.

Electrical engineer will prepare: (*Cross Engineers*)

- One set of electronic PDF electrical drawings will be provided to JA Brennan for each submittal package (SD, DD, 60%, 90% and 100%) for reproduction and distribution by JA Brennan to the design team for coordination and review. The 90% construction documents will be submitted by JA Brennan to the City for building department. This proposal assumes Cross Engineers, Inc. will be provided with AutoCAD compatible backgrounds of the building and “electronic” copies of complete project plans for each design group at each submittal phase. Owner will provide Cross Engineers an electronic copy of the complete set of design drawings.
- Respond to City Electrical Plans Review comments and update electrical drawings with requirements.
- Prepare Division 26 cost estimate and specifications.
- Participate in design coordination conference calls with Parks and other design team members. Anticipate two (2). All correspondence and coordination reviews will be via electronic transfer.

Project Manual Specifications (Team collaboration):

Specifications will be provided in CSI format (CSI Master Format 2016 Edition), JAB specifications will be used as a starting point, but will include City of Marysville Bid Proposal form, Division 0 if used, and Division 1 General Requirements, no itemization and unit costs will be provided. The project will be bid as a lump sum project. JAB will coordinate and review with the City Project Manager the City-developed Division 0 and Division 1 Specification sections.

Deliverables Task H

Plans, specifications and cost estimates as identified in the fee matrix

Contract Document Scope Assumptions:

1. Survey of existing conditions, including a boundary survey of the site is provided by the City.
2. The restroom will be a custom restroom design by BNH Architects.
3. Graphics may be hand drawn during the Schematic and Design Development tasks.
4. This fee reflects an assumed maximum allowable construction cost of \$800,000. Construction costs in excess of this amount may warrant additional fees.
5. Cost estimate will be limited to the hours specified. Phasing of the park schematic plan is not anticipated in this scope of work.
6. Cost estimating will be at a square foot level through design development. An updated cost estimate for construction documents will be provided at each submittal (60%, 90% and 100%).
7. There are no critical areas on the projects site, including steep slope, wetland, wetland buffer or shoreline. No critical area permits will be required.
8. It is not anticipated that permit review will result in substantial design revisions.
9. J.A. Brennan does not provide contaminated soils remediation services. No contaminated soils are anticipated on site.
10. Sheet size for contract documents will be based on City of Marysville standard title block which is a: 22" x 34". City will provide the latest title block with City Logo in AutoCAD format.
11. Grant support will not be part of this scope of work.
12. The City of Marysville will provide one consolidated and coordinated review comment package for each milestone submittal. This includes schematic, DD (30%), 60% and 90%. Each City review period will take no longer than three weeks.
13. J.A. Brennan Associates will not be responsible for working with adjacent landowners.
14. No public meetings or City Council review meetings are included.
15. City is responsible for demolition of existing restroom and pavilion and relocation of existing picnic shelter.
16. The contract design work will be complete by end of January 2022.

17. City will be responsible for distribution of all documents.
18. RCO is not providing funding for the development of Comeford Park.
19. J.A. Brennan Associates will not be responsible for irrigation design.

Harmsen Engineers Assumptions:

1. Site plan will be provided by the Landscape Architect (JAB).
2. The current topographic mapping provided by the City for the Civic Center will be used as the existing conditions.
3. The work primarily involves the new restroom building. While some overall design considerations for the whole park will be reviewed, the construction documents will only be for the restroom building and the western half of the park, including pedestrian paving, amphitheater seating and park landscape areas.
4. No frontage improvements or traffic revisions are included beyond connection to utilities and storm drainage systems.
5. The Landscape Architect will prepare the grading plans. Civil will review, make recommendations, and apply the storm drainage system to the final grading.
6. Bid and construction support is not provided in this scope and can be added at a later date.

Cross Electrical - Exclusions

We anticipate the following activities to be outside the normal work scope. If requested, these items as related to Electrical can be provided as additional services.

- Bid / Construction Support (i.e. Respond to Bidder questions, RFI's, shop drawing and submittal review, punch list, construction meetings, etc.)
- LEED Documentation.
- Commissioning participation.
- BIM 3D Modeling and Conflict Resolution Coordination
- Assisting owner with grant requests related to electrical equipment.
- New electrical service utility coordination.
- Additional Meeting and Site Visits.
- Installation of portable demand meters.

EXHIBIT A
Client: City of Marysville
Project: Comeford Park & Restroom Design - Schematic through PSEs
J.A. BRENNAN ASSOCIATES, PLLC
Date: July 30, 2021

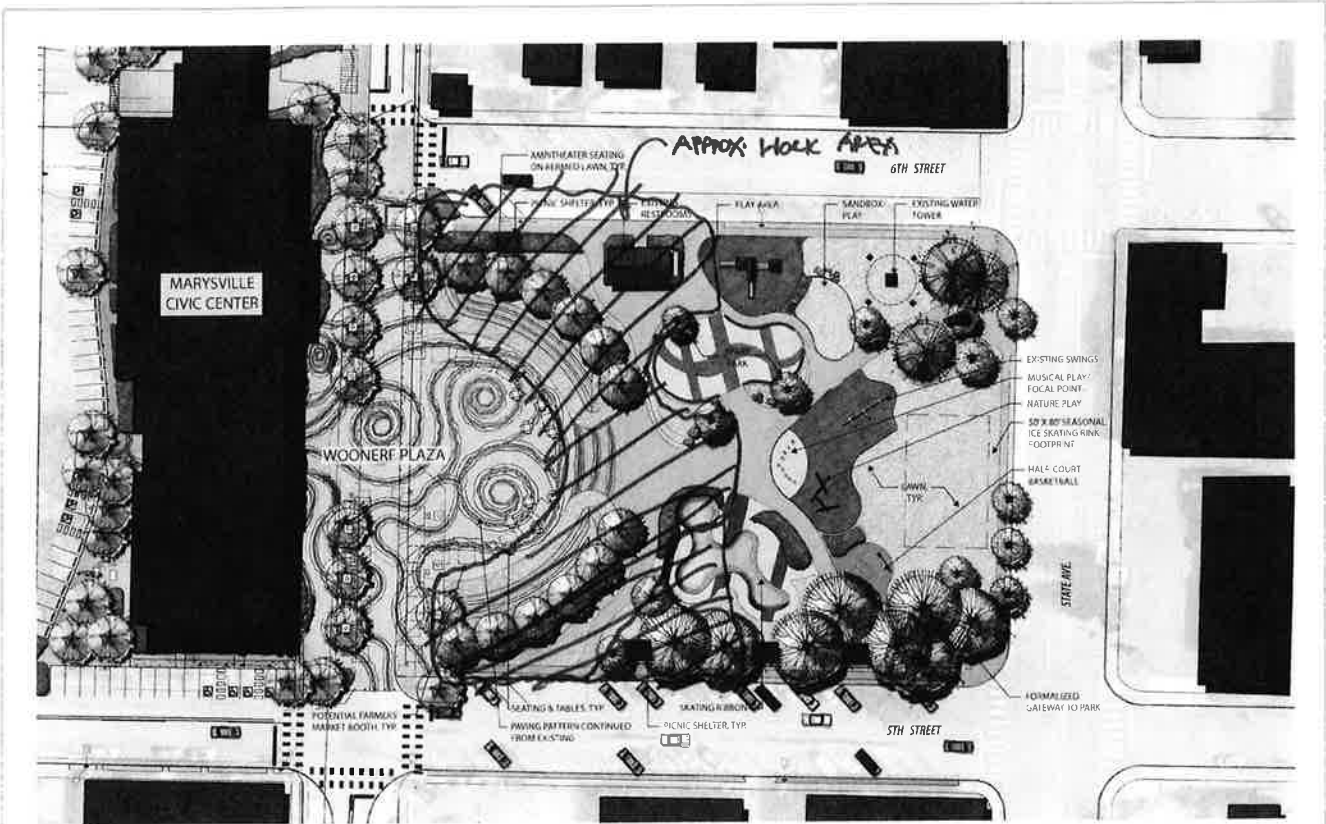
TASK ITEM Rate	DESCRIPTION	JB PM \$155.00	TW PUA \$160.00	DC LA \$150.00	JW Designer \$98.00	ST Admin \$101.00	Total JAB Hours	Total Labor	Total Expenses	Total J.A. Brennan Labor/Exp	Total J.A. Brennan w/Markup	Total BIM Architect	Total Civil/Electrical Lighting	Total Harman-Civil Civil	Total Subcontractors	Markup	Grand Total
A Administration / Coordination																	
1	Job set-up		1			2	3	362.00	20.00	382.00	382.00						382.00
2	Progress reports	1	2			2	5	717.00	20.00	737.00	737.00						737.00
3	Prepare invoices	1	2			2	5	717.00	20.00	737.00	737.00						737.00
4	Project management & Scheduling	5	16				21	3,535.00	20.00	3,555.00	3,555.00						3,555.00
	Total	7	21	0	0	6	34	5,331.00	80.00	5,411.00	5,411.00	0.00	0.00	0.00	0.00	0.00	5,411.00
B Site Inventory & Analysis																	
1	Base map preparation		1		4		5	552.00	20.00	572.00	572.00						572.00
2	Background data review, reports, plans		1		2		3	356.00	20.00	376.00	376.00					0.00	376.00
3	Up to (1) site visit	4	4		4		12	1,812.00	60.00	1,872.00	1,841.00	330.00		360.00	69.00	69.00	2,631.00
4	Review geotechnical info from City	1	1				2	355.00	20.00	375.00	410.00	350.00			35.00		760.00
5	Code review	1	2		2	4	4	516.00	20.00	536.00	536.00				0.00		536.00
	Total	5	9	0	12	0	26	3,591.00	140.00	3,731.00	3,835.00	640.00	0.00	360.00	1,040.00	104.00	4,875.00
C Design meetings and coordination																	
1	Team meetings (3)	2	4		4		10	1,422.00	20.00	1,442.00	1,577.00	990.00		360.00	1,350.00	135.00	2,927.00
2	Client/ Team Kick off meeting	3	3		3		9	1,359.00	20.00	1,379.00	1,448.00	330.00		360.00	690.00	69.00	2,138.00
3	Up to 6 client meetings (JAB & arch) - 1.5 hour -conference call	9	12		6		27	4,263.00	60.00	4,323.00	4,359.00			360.00	360.00	36.00	4,719.00
	Total	14	19	0	13	0	46	7,044.00	100.00	7,144.00	7,384.00	1,320.00	0.00	1,080.00	2,400.00	240.00	9,784.00
D Develop Architectural Schematic - Restroom																	
1	2 Restroom size/config options	1	1				2	355.00	20.00	375.00	422.50	475.00				475.00	897.50
2	ADM Cost Estimate for restroom options & preferred schematic		1				1	160.00	20.00	180.00	314.20	710.00	632.00		1,342.60	134.20	1,656.20
3	Restroom floor plan		1				1	160.00	20.00	180.00	291.00	1110.00			1,110.00	111.00	1,401.00
4	Restroom elevations (draft & final)	1	1				2	355.00	20.00	375.00	493.00	1200.00			1,200.00	120.00	1,693.00
5	Restroom mechanical / plumbing						0	0.00	20.00	20.00	99.50	795.00			795.00	79.50	874.50
6	Meeting (1 hr Go-To meetings) (up to 2)						0	0.00		0.00	27.50	275.00			275.00	27.50	302.50
7	Restroom Technical Memo (up to 2 pages)		1				1	160.00	20.00	180.00	329.30	715.00	408.00	370.00	1,493.00	149.30	1,822.30
	Total	2	5	0	0	0	7	1,190.00	120.00	1,310.00	1,979.00	5,280.00	1,040.00	370.00	6,690.00	669.00	8,669.00
E Schematic Design																	
1	Draft Schematic Plan Update	2	6		8		16	2,134.00	20.00	2,154.00	2,154.00					0.00	2,154.00
2	Final Schematic Plan (color rendered)	2	5		10		17	2,170.00	90.00	2,260.00	2,260.00					0.00	2,260.00
3	Illustrative Perspective Rendering (draft and final)	1	3		14		18	2,647.00	500.00	2,547.00	2,547.00					0.00	2,547.00
4	Lighting & electrical schematic design (draft and final)		1				1	160.00		160.00	262.00		1020.00		1,020.00	102.00	1,282.00
5	Lighting Cost Estimate (for Final Schematic Plan)						0	0.00		0.00	408.80				408.80	40.88	448.80
6	Technical Memo (up to 2 pages)	1	3		4		8	1,067.00	20.00	1,087.00	1,146.30		408.00	185.00	593.00	59.30	1,739.30
	Total	6	18	0	36	0	60	7,578.00	630.00	8,308.00	8,410.10	0.00	1,836.00	185.00	2,021.00	202.10	10,431.10
F Design Development - 30% Design																	
1	Sheet set-up		1		1		2	358.00	20.00	378.00	378.00					0.00	378.00
2	Site visit (1)		4		4		8	1,032.00	60.00	1,092.00	1,092.00					0.00	1,092.00
3	Cover Sheet		1		4		5	552.00	20.00	572.00	572.00					0.00	572.00
4	Grading Plan (1 sht 20 scale)	1	5		4		10	1,387.00	95.00	1,482.00	1,519.00			370.00	370.00	37.00	1,889.00
5	Grading cut and fill calculations			4			4	600.00	40.00	640.00	640.00					0.00	640.00
6	Drainage & Utility Plan (Civil Lead - 1 sht 20 scale)	1	2				3	515.00	10.00	525.00	649.00			1,240.00	1,240.00	124.00	1,889.00
7	Lighting & Electrical Plan		1		1		2	358.00	20.00	378.00	522.80		2448.00		2,448.00	244.80	2,970.80
8	Lighting & Electrical Details		1				1	160.00	20.00	180.00	282.00		1020.00		1,020.00	102.00	1,302.00
9	Site Layout hardscape Plan (1 sht 20 scale)	2	5		8		15	1,974.00	110.00	2,084.00	2,084.00					0.00	2,084.00
10	Planting Plan (1 sht 20 scale)	1	3		8		12	1,459.00	75.00	1,534.00	1,534.00					0.00	1,534.00
11	Site Sections (up to 2 sections on 1 sheet)		2		6		8	908.00	65.00	973.00	973.00					0.00	973.00
12	Landscape Standard Details (1 sheet)		2		8		10	1,104.00	100.00	1,204.00	1,204.00					0.00	1,204.00

Project: Comford Park & Restroom Design - Schematic through PSEs
 J.A. BRENNAN ASSOCIATES, PLLC

Date: July 30, 2021

TASK ITEM NO	Description	JB PM \$195.00	TW PLA \$160.00	DC LA \$150.00	JW Designer \$98.00	SY Admin \$101.00	Total JAB Hours	Total Labor	Total Expenses	Total J.A. Brennan Labor/Rat	Total J.A. Brennan M/Markup	Total Architect	Total Civil Lighting	Total Mechanical OWI	Total Subcontractor	Markup	Grand Total
13	Landscape Custom Details (1 sheet)	1	4		8		13	1,619.00	185.00	1,804.00	1,804.00					0.00	1,804.00
14	Utilities/Mechanical Details				1		1	98.00	20.00	118.00	270.50	1,525.00				1,525.00	152.50
15	Architectural Plan	1	1				2	355.00	10.00	365.00	700.00	3,350.00					335.00
16	Architectural Details	1	1				2	355.00	10.00	365.00	531.70	1,667.00					166.70
17	Specifications (CSI Table of Contents only)		2		1		3	418.00	20.00	438.00	461.50	165.00		90.00	255.00	25.50	718.50
18	Cost estimate (team input)	1	6		8		15	1,939.00	20.00	1,959.00	2,070.00	800.00		310.00	1,110.00		3,180.00
	Total	9	41	4	62	0	116	14,991.00	900.00	15,891.00	17,169.50	7,507.00	3,466.00	2,010.00	12,985.00	1,298.50	30,174.50
G	Permit Support						7	1,190.00		1,190.00	1,446.00	1,320.00			1,240.00	256.00	4,006.00
1	Comment Response to City review	2	5		0	0	7	1,190.00	0.00	1,190.00	1,446.00	1,320.00	0.00		1,240.00	256.00	4,006.00
	Total	2	5	0	0	0	7	1,190.00	0.00	1,190.00	1,446.00	1,320.00	0.00	1,240.00	256.00	4,006.00	
H	Construction Documents 60%, 90%, 100% Plans Specs and Estimate																
1	Cover Sheet (all sheets 22x34)	1	1		2		3	356.00	20.00	376.00	376.00					0.00	376.00
2	Existing Conditions Plan (1 sht 20 scale)	1	1		4		5	522.00	20.00	572.00	572.00					0.00	572.00
3	TISC Site Plan and Demolition (civil lead) (1 sht 20 scale)	1	2		2		4	516.00	20.00	536.00	660.00			1,240.00	1,240.00	124.00	1,900.00
4	Details: BMP/TISC civil lead (1 sht)	1	1		2		3	356.00	20.00	376.00	407.00			310.00	310.00	31.00	717.00
5	Stormwater Pollution Prevention Narrative (SWPPP)	1	1		1		1	160.00	20.00	180.00	211.00			310.00	310.00	31.00	521.00
6	Grading Plan (1 sht 20 scale)	1	8		10		19	2,455.00	145.00	2,600.00	2,600.00					0.00	2,600.00
7	Drainage & Utilities Plan (Civil Lead - 1 sht 20 scale)	1	2		2		4	516.00	20.00	536.00	722.00			1,860.00	1,860.00	186.00	2,582.00
8	Utility/Mechanical Plan (1 sht, 20 scale)	1	1		1		2	258.00	20.00	278.00	499.00	2,210.00			2,210.00	221.00	2,709.00
9	Lighting & Electrical Plan	1	3		1		5	773.00	20.00	793.00	1,313.20		5202.00		5,202.00	520.20	6,515.20
10	Lighting & Electrical Details						0	0.00	20.00	20.00	183.20		1632.00		1,632.00	163.20	1,815.20
11	Site Layout Hardscape Plan (1 sht 20 scale)	1	8		14		23	2,847.00	160.00	3,007.00	3,007.00					0.00	3,007.00
12	Planting Plan (1 sht 20 scale)	1	6		10		17	2,135.00	150.00	2,285.00	2,285.00					0.00	2,285.00
13	Architectural Plan	1	1		1		1	160.00	20.00	180.00	1,080.00	9,000.00			9,000.00	900.00	10,080.00
14	Architectural Details	1	1		1		1	160.00	20.00	180.00	985.00	8,050.00			8,050.00	805.00	9,035.00
15	Details: Custom (up to 1 sht)	3	10		15		28	3,655.00	150.00	3,805.00	3,805.00				0.00	310.00	521.00
16	Details: Drainage (1 sht - civil)	1	1		1		1	160.00	20.00	180.00	211.00			310.00	310.00	31.00	521.00
17	Details: Utilities/Mechanical (2 shts - mechanical)	1	1		1		1	160.00	20.00	180.00	67.50	4,775.00			4,775.00	477.50	5,432.50
18	Details: Standard (1 sht)	1	4		10		15	1,815.00	250.00	2,065.00	2,065.00				0.00	0.00	2,065.00
19	Grading cut and fill calculations	1	1	7	1		9	1,308.00	40.00	1,348.00	1,348.00					0.00	1,348.00
20	Drainage Report Final TIR and SWPPP	1	1		2		3	356.00	20.00	376.00	598.00			2,220.00	2,220.00	222.00	2,818.00
21	Cost Estimate	1	10		14		25	3,167.00		3,167.00	3,309.00	800.00			620.00	1,420.00	4,729.00
22	Specifications (CSI)	6	36		30		72	9,870.00	250.00	10,120.00	10,661.00	4,300.00		1,110.00	5,410.00	541.00	16,071.00
	Total	15	100	7	120	0	242	31,735.00	1,425.00	33,160.00	37,554.00	29,135.00	6,834.00	7,980.00	43,949.00	4,394.00	81,503.00
	Grand Total	60	218	11	243	6	538	72,650.00	3,395.00	76,045.00	83,209.50	45,342.00	13,178.00	13,225.00	71,645.00	7,164.50	515,854.50

Assumed MACC is \$800,000



Schematic Plan
Comeford Park

Scale: 1" = 20'
0' 20' 40'

CITY OF Marysville WASHINGTON

02/26/2020
j.a. brennan
LANDSCAPE ARCHITECT

Index #19

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 13, 2021

AGENDA ITEM:	
Memorandum of Agreement For A Demonstration Garden At Jennings Park	
PREPARED BY:	DIRECTOR APPROVAL:
Tara Mizell	
DEPARTMENT:	
Parks, Culture and Creation	
ATTACHMENTS:	
MOA	
BUDGET CODE:	AMOUNT:
SUMMARY: The City of Marysville has been the host to the WSU Master Garden for many years. Attached is an updated Memorandum of Agreement with Washington State University for the program.	

RECOMMENDED MOTION:

I move to authorize the Mayor to sign the Memorandum of Agreement for a Demonstration Garden with Washington State University.

**MEMORANDUM OF AGREEMENT
FOR A DEMONSTRATION GARDEN**

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between Washington State University, an institution of higher education and agency of the State of Washington (“WSU”), by and through its Snohomish County Extension Unit (“WSU EXTENSION”), and City of Marysville (“LANDOWNER”). The above entities are individually referred to as a “PARTY” and collectively referred to as the “PARTIES”.

II. PURPOSE

This MOA sets forth the guidelines for the PARTIES’ operation of the Jennings Demonstration Garden (the “DEMONSTRATION GARDEN”) on property owned by LANDOWNER, as further described in Section V herein. This MOA does not create a separate entity and will be administered by the City of Marysville Parks, Culture, and Recreation Director and the WSU Extension Dean or his or her designee. Any improvements to LANDOWNER’S property or structures on LANDOWNER’S property made or erected in carrying out this MOA will become the property of LANDOWNER unless otherwise agreed in writing by the PARTIES. The personal property of the PARTIES will not change ownership regardless of its use in carrying out this MOA unless otherwise agreed in writing by the PARTIES.

III. GUIDING PRINCIPLES

All PARTIES agree to follow the concepts and principles set forth in Exhibit B attached hereto and incorporated herein, which were jointly prepared by the WSU Master Gardeners and LANDOWNER.

IV. MISSION

In furtherance of WSU’s educational mission, the DEMONSTRATION GARDEN is intended to:

- a. Demonstrate environmentally sound gardening techniques based on WSU research;
- b. Provide hands-on experience for WSU Master Gardener volunteers;
- c. Educate the public, including youth, in science-based horticulture and related topics; and
- d. Provide a focal point for public use and enjoyment of the Landowner’s facility.

V. LOCATION

The DEMONSTRATION GARDEN, located on property owned by the Landowner, is located at 6915 Armar Road, Marysville, Washington (the “PREMISES”). The PARTIES agree that the location and identification specifications for the PREMISES are an accurate identification of the DEMONSTRATION GARDEN. (Maps Attached Exhibit A.)

VI. DURATION AND TERMINATION

This MOA shall take effect when authorized representatives of all PARTIES have signed, and it shall remain in effect for ten years or until terminated by either PARTY. This MOA may be extended by mutual agreement of the PARTIES. Either PARTY may terminate this MOA upon not less than ninety (90) days prior written notice to the other PARTY. The PARTIES agree that the DEMONSTRATION GARDEN shall continue to be operated under the terms of this MOA so long as the following basic criteria are met:

- A. The WSU Master Gardener Program and LANDOWNER promote and enact WSU Extension educational goals on the PREMISES;
- B. The WSU Master Gardeners maintain the DEMONSTRATION GARDEN so that it presents a positive public image;
- C. The LANDOWNER continues to own the land; and
- D. No PARTY to this MOA terminates it as provided above.

VII. AMENDMENTS

This MOA may be amended or supplemented by mutual consent of the PARTIES. Such amendments or supplements shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES.

VIII. PROVISION OF LAND

In further consideration for the services the WSU Master Gardener Program will provide to manage the DEMONSTRATION GARDEN, the LANDOWNER shall provide WSU EXTENSION the use of the PREMISES described in Paragraph V herein for the DEMONSTRATION GARDEN at no cost to WSU. In consideration for the use of the PREMISES, WSU Master Gardener Program shall organize and promote educational use and enjoyment of the DEMONSTRATION GARDEN in the best interests of the general public, and consistent with the LANDOWNER's and WSU's missions.

IX. PROVISION OF UTILITIES

In further consideration for the services the WSU Master Gardener Program will provide to manage the DEMONSTRATION GARDEN, the LANDOWNER shall provide and pay the cost for a sufficient, year round supply of water and electricity for the DEMONSTRATION GARDEN. The water and electricity shall use the existing connections to the water and power supplies at the PREMISES. If one or both of those connections must be modified to provide reasonably adequate service to the DEMONSTRATION GARDEN, the cost and plan for such modifications to water or electric lines will be the responsibility of both PARTIES under terms to be negotiated and attached as an amendment to this MOA. The LANDOWNER shall maintain and pay the cost of public road access to the DEMONSTRATION GARDEN and the parking lots currently surrounding it.

X. RESTROOM FACILITIES

Provision and maintenance of restroom facilities for the volunteers, visitors and others attending or working in the DEMONSTRATION GARDEN will be negotiated between the PARTIES as part of the expansion and development of the public garden site of the DEMONSTRATION GARDEN.

XI. STRUCTURES

Plans for all new structures and for modification of existing structures on the Premises must be presented to representatives of LANDOWNER for approval. All PARTIES must approve the plan before modification or construction of the structure can commence. For the purpose of this subsection, “structures” shall include signage and gates. The LANDOWNER will install appropriate and clearly visible signage. The final decision on any structural improvements will be made by the PARTIES in a separately negotiated amendment to this MOA as needed, such amendment to include at a minimum the costs to be borne by each PARTY for construction of the improvements and who shall own the improvements.

XII. MAINTENANCE OF GARDEN

The WSU Master Gardeners will develop and maintain the DEMONSTRATION GARDEN in a manner acceptable to WSU and the LANDOWNER. The LANDOWNER shall provide and pay for all routine maintenance of the PREMISES, such as mowing the turf in and around the DEMONSTRATION GARDEN in accordance with the LANDOWNER’s ordinary and usual mowing schedule. The PARTIES agree that before other public service or educational groups may build demonstration sites at the DEMONSTRATION GARDEN, all PARTIES shall review and approve the proposals on a case-by-case basis. The DEMONSTRATION GARDEN shall at all times be maintained in a manner that makes it reasonably safe for the public, visitors, volunteers, and employees. The PARTIES jointly shall make the final determination of whether the DEMONSTRATION GARDEN is adequately maintained. WSU Master Gardener volunteers shall not utilize or operate any LANDOWNER equipment to care and/or maintain the DEMONSTRATION GARDEN.

XIII. INDEPENDENT CAPACITY

The employees or agents of each PARTY who are engaged in the performance of this MOA shall continue to be the employees or agents of that PARTY and shall not be considered for any purpose to be employees or agents of the other PARTY.

XIV. DISPUTES:

Disputes regarding the development and/or maintenance of the DEMONSTRATION GARDEN under this MOA shall be brought to the attention of the park office for the LANDOWNER, the WSU Extension Director and/or Master Gardener Coordinator, and WSU EXTENSION’s representative designated for this purpose for resolution. Failure to reach a resolution within thirty (30) days shall require the PARTIES to seek mediation. Failure of mediation within sixty (60) days thereafter shall automatically terminate this MOA.

XV. RECORDS MAINTENANCE

The PARTIES to this MOA shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by any PARTY in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of all PARTIES, other personnel duly authorized by any of the PARTIES, the Office of the State Auditor, and federal officials so authorized by law. All records relevant to this MOA shall be retained for six (6) years after expiration and all PARTIES mentioned above shall have full access and the right to examine any of these materials during this period.

XVI. COMPLIANCE WITH LAWS

All PARTIES shall comply with all federal, state and local laws, rules, and regulations in carrying out this MOA. All PARTIES agree that there will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

XVII. AGREEMENT APPROVAL

Each PARTY represents and warrants that all necessary approvals for this MOA have been obtained and the persons whose signatures appear below have the authority necessary to execute this MOA on behalf of the PARTIES indicated.

APPROVED:

WASHINGTON STATE UNIVERSITY

LANDOWNER

 Vicki McCracken Date
 Associate Dean, WSU Extension

 Jon Nehring Date
 Mayor

 Shawna Thompson Date
 Manager, Real Estate & Business Operations

EXHIBIT A

1. Jennings Demonstration Garden Map Figure 1
2. Jennings Demonstration Garden Map Figure 2

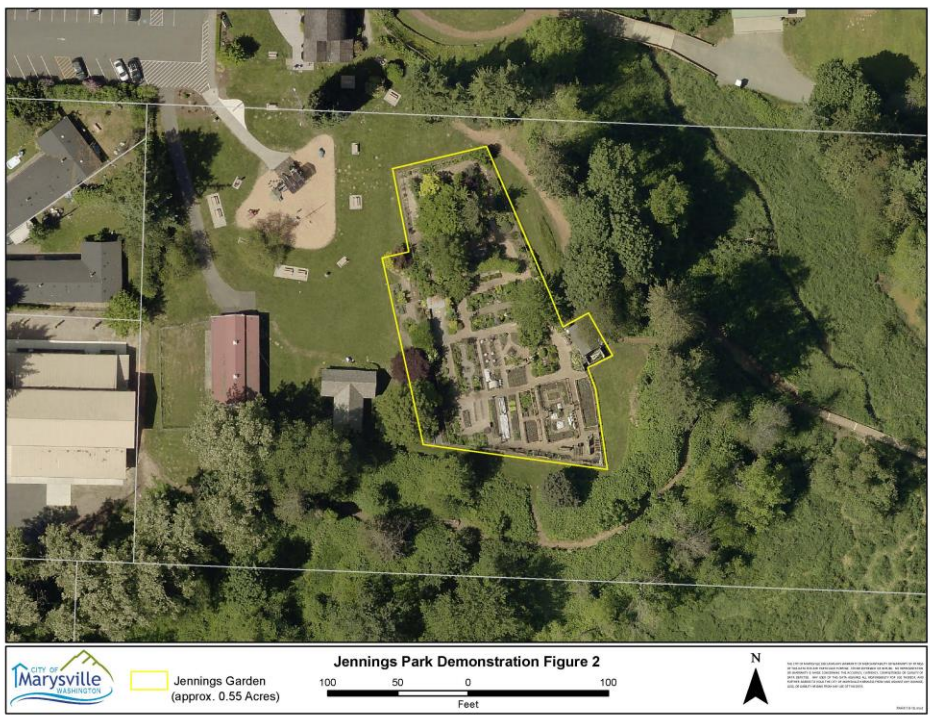
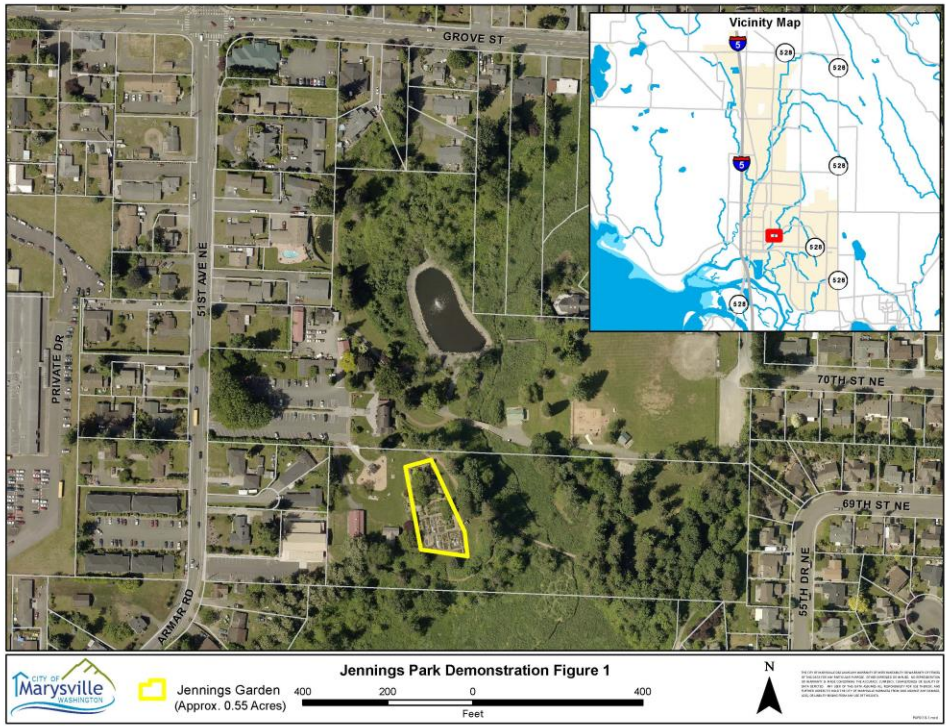



EXHIBIT B

Master Gardener volunteers and staff shall have access at any time during normal park hours unless by other agreement with both parties. The gardens shall always remain open to the public during normal park hours except as agreed upon by the parties.

Index #20

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

CITY COUNCIL MEETING DATE: September 13, 2021

AGENDA ITEM:	
Agreement with Snohomish County PUD No. 1 for Strategic Energy Management Funding	
PREPARED BY:	DIRECTOR APPROVAL:
Kim Bryant, Water Operations Supervisor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Strategic Energy Management Funding Agreement	
BUDGET CODE:	AMOUNT:
N/A	\$0
SUMMARY:	

Snohomish County PUD No. 1 is offering an opportunity for City of Marysville’s Drinking Water System to participate in a two-year Clean Water Energy Coaching (CWEC) program. The program is designed to identify and implement low-cost energy saving activities that produce cost-effective energy savings. Up to \$65,000 in incentives for installation of a performance tracking system and verified electrical savings are available during the two one-year incentive periods beginning September 1, 2021 and ending August 31, 2023.

Marysville’s participation in the CWEC program includes appointing one employee to serve in the role of Executive Sponsor to oversee the program; appointing two employees to serve in the role of Energy Champion and participate in seven CWEC training workshops and up to four technical site visits; providing baseline data; and periodic record keeping and reporting.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Strategic Energy Management Funding Agreement between Snohomish County PUD No. 1 and the City of Marysville.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the Strategic Energy Management Funding Agreement.</p>

STRATEGIC ENERGY MANAGEMENT (SEM) FUNDING AGREEMENT
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY
and
City of Marysville Water
CW2245300 SEM Marysville Clean Water Cohort

This Strategic Energy Management ("SEM") Funding Agreement ("Agreement") is executed by and between Public Utility District No. 1 of Snohomish County (UTILITY) and the City of Marysville (END USER) for its facility at 80 Columbia Ave, Marysville, WA 98270 (Service Address). The UTILITY and END USER are also referred to herein individually as "Party" and collectively known as the "Parties."

WHEREAS, END USER has facilities in UTILITY's service area and purchases power from UTILITY; and

WHEREAS, UTILITY is a public utility organized under the laws of the State of Washington, and sells electric power to END USER that is acquired from Bonneville Power Administration (BPA); and

WHEREAS, BPA provides funds to UTILITY to pass through to END USER as the END USER implements energy saving measures and completes related activities under the BPA SEM program at END USER's facility; and

WHEREAS, BPA has designated a CWEC Provider (currently Energy Smart Industrial) to work with END USER to identify and implement actions to achieve energy efficiency and potential energy savings and to document energy savings achieved, changes implemented, and if applicable, implementation costs; and

WHEREAS, The Parties agree to enter into a two-year BPA SEM Program engagement, hereby referred to as Clean Water Energy Coaching (CWEC), which emphasizes participation in CWEC training sessions and implementation of low-cost energy efficiency measures.

NOW, THEREFORE, the PARTIES hereby agree to the following:

1. This Agreement is effective upon execution and will continue until the PARTIES' obligations have been met. If this Agreement has not been executed (signed) by END USER and returned to the UTILITY within 30 calendar days of being executed by UTILITY, the terms of this Agreement shall be null and void.
2. END USER shall designate a CWEC "Executive Sponsor" to provide management support for the implementation of this project by completing Exhibit 1 of the Agreement.
3. END USER shall designate a CWEC "Energy Champion" to (a) attend training workshops; (b) coordinate END USER's implementation activities; (c) serve as the primary contact for the CWEC Providers (Energy Smart Industrial Technical Service Providers, Energy Smart Industrial Program staff); (d) implement suitable SEM action items; and (e) track implementation dates and if necessary, associated costs by completing Exhibit 1 of the agreement.
4. If agreed to by END USER and UTILITY, the Energy Champion will oversee the design and installation of a Performance Tracking System (PTS), capable of measuring and tracking energy consumption and energy savings performance. The Energy Champion will track installation costs and provide the data required to complete the PTS Verification Report.
5. END USER agrees to provide BPA, BPA's designated CWEC Provider, and UTILITY with the information necessary to establish and maintain a baseline energy model (Monitoring, Targeting, and Reporting [MT&R] model). The MT&R model will define the pre-engagement baseline and measure the energy savings associated with the implementation of END USER's CWEC program. Necessary information includes electric energy consumption and plant loading data, and may also include natural gas consumption and any other relevant data that would impact electrical energy use.



6. CWEC Training Workshops – END USER shall assign two to four employees involved in the operation and/or maintenance of END USER's water treatment plant to attend seven CWEC training workshops (Five in Year 1 and Two in Year 2). Each CWEC Workshop will be five to eight hours in duration.
7. CWEC Site Visits – END USER shall schedule one to four (1-4) technical support site by CWEC provider. The site visits shall occur at the END USER's plant and are intended to provide END USERs with support to identify and implement energy efficiency Action Items. Regular remote technical support will be provided in-between site visits.
8. Action Item Implementation – END USER shall work with CWEC Provider to implement energy efficiency Action Items at END USER's site between training workshops. END USER shall maintain records of the cost to implement Action Items approved by CWEC provider.
9. The CWEC Provider will work with END USER to compile two annual CWEC Completion Reports (one for each year) that document energy savings achieved, changes implemented, and if applicable, implementation costs. UTILITY will subsequently report energy savings in the BPA reporting system (IS2.0 or its successor). Energy savings will be verified based on the latest revision of BPA's MT&R Guidelines document and will not include savings from any projects that have received or will receive funding from other BPA or UTILITY programs. Reported energy savings and any associated costs must be approved by BPA in order to qualify for incentives.

10. CONFIDENTIALITY

a. CONFIDENTIALITY OBLIGATIONS

The Parties will comply with the Washington Public Records Act, RCW Chapter 42.56, and other applicable law, in holding and disseminating confidential information.

b. DISCLOSURES REQUIRED BY LAW

Nothing in this Agreement shall be construed to prohibit or limit any of the Parties to this Agreement from disclosures required or requested under applicable law, regulations, rules or procedures of any governmental authority including, without limitation, any regulatory agency or court of competent jurisdiction. Each Party shall promptly notify the other Party upon receipt of a request for disclosure of confidential information, so that such other Party may, at its own cost and expense, seek a protective order or other appropriate remedy. Under no circumstances whatsoever will a Party other than the Party which has designated the requested information as confidential have any obligation whatsoever to initiate, defend against, or otherwise participate in or in connection with any inquiry, investigation, action, claim, suit, arbitration, or proceeding relating to the release of any such confidential information. Nothing herein shall be construed as prohibiting any Party from using confidential information in connection with (i) any claim against the other Party to this Agreement in a dispute arising under or related to this Agreement or (ii) any third party claims for which any Party is seeking indemnification from the other Party to this Agreement. No Party to this Agreement shall have any liability whatsoever to the other Party for the disclosure or copying of designated confidential information where, in the opinion of legal counsel for the disclosing Party, the disclosing Party is compelled to permit such disclosure or copying or else risk civil or criminal liability or penalty.

11. END USER assumes the risk of any loss or damage that END USER may incur in connection with participation in CWEC. Energy savings and facility improvements are not guaranteed. In no event will UTILITY, BPA, or their representatives be liable for more than the amount of any incentives based on the energy saving calculations associated with this Agreement.

12. UTILITY must give END USER all reimbursements received from BPA for the CWEC Program as they pertain to END USER. Funding levels and amounts are set according to BPA's Energy Efficiency Implementation Manual and are described in attached and incorporated Table 1. UTILITY shall pay END USER no later than thirty (30) days after receipt of funds from BPA. UTILITY is never obligated to pay monies to END USER in an amount greater than the amount received from BPA, and END USER is not obligated to return any money already received.
13. NO WARRANTIES AND HOLD HARMLESS: END USER acknowledges that no warranties, implied or expressed, are created under this Agreement; and, that END USER waives any claim, cause of action or breach of warranty claim which may arise under this Agreement. The Parties stipulate this waiver is made upon mutual assent, and is knowingly and intelligently made.
14. INDEMNIFICATION AND HOLD HARMLESS

a. UTILITY'S INDEMNIFICATION OF END USER.

Except as otherwise provided in this Agreement, the UTILITY shall indemnify, defend and hold harmless the END USER, its officers, officials, employees and agents, from and against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of negligent or intentional acts, errors or omissions of the UTILITY, its officers, officials, employees and/or agents in the performance of this Agreement; provided, that in the event of the concurrent negligence of the Parties, the UTILITY's obligations hereunder shall apply only to the percentage of fault attributable to the UTILITY, its officers, officials, employees and/or agents.

b. END USER'S INDEMNIFICATION OF UTILITY

Except as otherwise provided in this Agreement, the END USER shall indemnify, defend and hold harmless the UTILITY, its officers, appointed and elected officials, employees and agents, from and against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of negligent or intentional acts, errors or omissions of the END USER, its officers, officials, employees and/or agents in the performance of this Agreement; provided, that in the event of the concurrent negligence of the Parties, the END USER's obligations hereunder shall apply only to the percentage of fault attributable to the END USER, its officers, officials, employees and/or agents.

c. WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE ACT

The indemnification provisions of this Section are specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as with respect to the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

d. NO RIGHT TO INDEMNIFICATION FOR ANY THIRD PARTY

Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

e. SURVIVAL OF INDEMNIFICATION OBLIGATIONS

The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.



15. MISCELLANEOUS

a. INTEGRATION CLAUSE

This Agreement sets forth the entire agreement of the Parties and supersedes any and all prior agreements with respect to the subject matter or this Agreement. The rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement. The headings used herein are for convenience of reference only and shall affect the meaning or interpretation of the Agreement.

b. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement at any time for any or no reason with thirty (30) calendar days' written notice to the other Party.

c. NON-DISCRIMINATION

- i. During the performance of this Agreement, END USER shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, political affiliation, and/or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. In addition, the parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.
- ii. **END USER and any subcontractors shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.**

d. NO THIRD PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third party.

e. WAIVERS

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of the first Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

f. SEVERABILITY

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



ii. If any provision of the Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

g. AMENDMENT

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by both Parties.

h. DEFINITIONS

Unless otherwise required by the text of this Agreement, all technical terms contained herein shall have the meaning ordinarily assigned to them in the electric utility industry.

i. DRAFTING OF AGREEMENT

Both Parties have participated in the drafting of this Agreement. As such, it is agreed by the Parties that the general contract rule of law that ambiguities in the contract language shall be construed against the drafter of a contract shall have no application to any legal proceeding, arbitration and/or action in which this Agreement and its terms and conditions are being interpreted and/or enforced.

j. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington, with venue for any disputes in Snohomish County, Washington; provided that venue for any matter that is within the jurisdiction of the Federal Court shall be in the United States District Court for the Western District of Washington at Seattle, Washington. Each Party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of proceedings in such courts.

k. COUNTERPARTS

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

l. AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT

The undersigned represent that they have full authority to enter into this Contract and to bind the Parties for and on behalf of the legal entities set forth below.

CWEC Agreement Executed by Public Utility District No. 1 of Snohomish CountySigned By: Clark LangstraatPrint Name: Clark LangstraatTitle: Manager, Contracts & PurchasingDated: 08/31/2021**CWEC Agreement Executed by City of Marysville**

Signed By: _____

Print Name: Jon NehringTitle: City of Marysville Mayor

Dated: _____

Exhibit 1: Designation of CWEC Project Executive Sponsor, Energy Champion, and Data Lead**I. END USER-appointed CWEC "Executive Sponsor":**

Name of Executive Sponsor: Karen Latimer

Title: Utility Manager

Phone: (360) 363-8100

Email Address: klatimer@marysvillewa.gov**II. END USER-appointed CWEC "Energy Champion":**

Name of Energy Champion: Ryan Keefe

Title: Water Operations and Maintenance Lead

Phone: (360) 363-8168

Email Address: RKeefe@marysvillewa.gov

Name of Energy Champion: Brad Zahnow

Title: Water Quality Lead

Phone: (360) 363-8164

Email Address: BZahnow@marysvillewa.gov**III. END USER-appointed CWEC "Data Lead":**

Name of Energy Champion: Kim Bryant

Title: Water Operations Supervisor

Phone: (360) 363-8163

Email Address: kbryant@marysvillewa.gov

Addendum 1: CWEC Program Glossary

1. Energy Champion - The person appointed by the End User to oversee the implementation and compliance for CWEC Program requirements under this Agreement. This person will also be the End User's primary contact.
2. Energy Smart Industrial (ESI) Program Partner – The BPA contractor that administers the Energy Smart Industrial Program in collaboration with BPA.
3. Executive Sponsor - The management-level coordinator of END USER's CWEC activities. The Executive Sponsor's primary responsibilities involve establishing energy savings goals, assigning personnel and monetary resources, and conducting management reviews of energy performance and team activities. The Executive Sponsor will assign an Energy Champion and supporting staff to attend workshops and carry out implementation activities.
4. Performance Tracking System (PTS) – This system, installed by the end user, tracks and communicates meter-level energy consumption of whole facilities, and/or designated electro-mechanical subsystems. The ESI Program Partner provides design guidance for the PTS, and compiles a PTS Verification Report that documents the functionality and associated costs.
5. CWEC Action Items – Low-cost energy saving activities identified and recommended by the CWEC Provider or END USER which produce cost-effective energy savings.
6. CWEC Completion Report – This report, usually prepared by the CWEC Provider and/or ESI Program Partner, summarizes the CWEC Program implementation activities and verified energy savings. If applicable, the report will also include records of CWEC Action Item implementation costs and PTS maintenance costs.

Table 1. CWEC Funding Amounts and Milestones: 2 Year Program Agreement

Payment No.	Incentive Formula	Incentive Cap	Milestone
Payment #1: PTS Setup 1 (Optional)	1.1 Payment Calculation as <i>Lesser of</i> : a. Documented PTS costs; or b. \$10,000.00	\$15,000.00 Total Program PTS cap	END USER purchases and installs BPA and UTILITY approved PTS
Payment #2: End Year 1 Sustained Savings and PTS Maintenance	2.1 \$0.025 per kWh of actual verified SEM electrical savings identified in the "Year 1" CWEC Completion Report*	\$50,000.00 Total Program Incentive Cap for Energy Savings Plus for Years 1 and 2 combined	BPA reviews and approves "Year 1" SEM Completion Report.* (All capital energy efficiency projects savings and incentives are recognized under the UTILITY standard rebate program.)
	2.2. PTS Maintenance Payment, for documented Year 1 PTS costs.	PTS Maintenance payment funding, subject to \$15,000.00 Total Program PTS cap	
Payment #3: Year 2 Sustained Savings and PTS Maintenance	3.1 \$0.025 per kWh of actual verified SEM electrical savings identified in the "Year 2" CWEC Completion Report*	\$50,000.00 Total Program Incentive Cap for Energy Savings for Years 1 and 2 combined	BPA reviews and approves "Year 2" SEM Annual Completion Report.* (All capital energy efficiency projects savings and incentives are recognized under the UTILITY standard rebate program.)
	3.2. PTS Maintenance Payment, for documented Year 2 PTS costs	PTS Maintenance payment funding, subject to \$15,000.00 Total Program PTS cap	
Overall Cap	\$15,000.00 Total Program Incentive Cap for Performance Tracking System (PTS) funding and \$50,000.00 Total Program Incentive Cap for Energy Savings	\$65,000.00 Overall Incentive Cap	

*CWEC Completion Reports are prepared at the conclusion of each year of a two-year 'CWEC Performance Period.' The CWEC Performance Period starts:

- a. No earlier than the BPA kick-off workshop (if applicable), and
- b. No later than either (i) the first day of the first full monthly billing cycle following the kick-off workshop (if applicable), or (ii) when the END USER begins Action Item implementation.

¹ The initial PTS annual allocation cap for the two-year performance period is \$15,000.00. In Year 1 PTS funds up to \$10,000.00 can be applied prior to April 1, 2022. On April 1, 2022 the PTS annual allocation cap as allowed by the ESI-SEM program changes to \$5,000 per performance year. In the PTS pre-approval process, the timing considerations related to this program change will be determined.

The total incentives paid under this Agreement shall not exceed \$65,000.00.

Table 2. 2-Year Incentive-Eligible Performance Periods

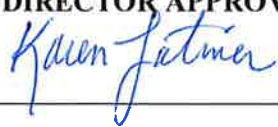
Current Performance Period	Dates
SEM CWEC	Year 1: October 1, 2021 – September 30, 2022 Year 2: October 1, 2022 – September 30, 2023

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 13, 2021

AGENDA ITEM:	
Reject Bid for Opera House Exterior Repair and Painting	
PREPARED BY:	DIRECTOR APPROVAL:
Karen Latimer, Utility Manager	
DEPARTMENT:	
Public Works - Parks	
ATTACHMENTS:	
Bid	
BUDGET CODE:	AMOUNT:
	N/A
SUMMARY:	

The purpose of this project was to help preserve this historic building by stopping the water from leaking into the facility. This project was to remove current exterior coating to bare concrete, repair cracks and provide a new exterior coating, including the window sills and doors. City council appropriated \$200,000 for this project.

Invitation for the bids took place on June 14, 2021. A total of one (1) bid was received from Long Painting Company of Kent, WA, in the amount of \$219,108.25 including Washington State sales tax.

The bid for the project is higher than the amount budgeted. Staff therefore recommends the bid of \$219,108.25 from Long Painting Company be rejected.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to reject the Opera House Exterior Repair and Painting bid in the amount of \$219,108.25.

RECOMMENDED MOTION:

I move to authorize the Mayor to reject the Opera House Exterior Repair and Painting Bid.



Corporate Office
21414 68th Avenue South
Kent, WA 98032

Phone: 253-234-8050
Fax: 253-234-0034

PROPOSAL

City of Marysville Public Works Department
Proposal Submitted to
80 Columbia Ave.
Street
Marysville WA 98270
City, State and Zip Code
Tony Colinas
Attention

(360) 363-8175
Phone
6/30/2021
Date
Exterior Cleaning and Painting Opera House
Job Name
1225 3rd Street Marysville WA 98270
Job Location
N/A
(360) 363-8175
Date of Plans
Job Phone

Subject to prompt acceptance within **30** days and to all conditions stipulated on the reverse side, titled Conditions of Proposal, we propose to furnish materials and labor at the price as stipulated below:

Scope of work: Aknowledges Addendum #1

1. Supply all labor, materials and equipment to complete exterior cleaning, repairs and painting scope of work.
2. Wet Blast North and West walls complete to remove existing paint.
3. Wet blast where needed on the South and East walls where needed to remove loose peeling paint.
4. Power wash entire building and clean up all debri and blast media.
5. Repair and fill all cracks where needed and skim coat repairs to match existing finish.
6. Fill and skim coat North and West Elevation walls to fill all voids to match existing finish.
7. Prime all repairs and finish paint walls to match original color.
8. Prep / repair all windows and doors where needed prior to new finishes.
9. Spot prime repairs and repaint all doors and windows to match original color.
10. Clean up all work areas daily.

Exclusions:

1. Overtime and weekend work.
2. Weather Protection and heat.

Price: \$ **200,465.00** + APPLICABLE SALES TAX

TERMS: **NET 30 DAYS**

The undersigned accepts this proposal and all its terms and conditions as a binding contract subject only to the approval of the credit of the buyer by the Seller which shall not be unreasonably withheld. If credit approval is based upon an individual, please list social security number.

COMPANY: _____
BY: _____
TITLE: _____
DATE: _____

SELLER: **LONG PAINTING COMPANY**
BY: *[Signature]*
TITLE: **Estimator**
DATE: **6/30/2021**


CONDITIONS OF PROPOSAL

1. Acceptance of this Proposal by Buyer shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing the Seller to commence work or preparation for work will constitute acceptance by Buyer of this proposal and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.
2. Unless other terms are stipulated, the Seller shall be **paid in full upon completion of the work.**
3. No back charges or claim of the Buyer for services shall be valid except by the agreement in writing by the Seller before work is executed.
4. All sums not paid when due shall bear interest at the rate of 1 ½% per month from the date until paid or the maximum legal rate permitted by law, whichever is less; and all costs of collections, including attorney's fees, shall be paid by Buyer.
5. If the buyer fails to make payments to the Seller as herein provided, then the Seller may stop without prejudice to any other remedy it may have.
6. Buyer is to prepare all work areas so as to be acceptable for Seller's work under the contract. Seller will not be called upon to start work until the sufficient areas are ready to ensure continued work until job completion.
7. After acceptance of this proposal as provided, Seller shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Seller shall not be responsible for delays or defaults and resulting costs where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused the owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, equipment or materials production facilities or transportation, labor difficulties, civil disorder of any kind; action of a civil or military authorities; vendor priorities and allocations; fires, floods, accidents and acts of God. Seller shall be reimbursed for additional costs resulting from delays beyond its control
8. All workmanship is guaranteed against defects for a period of one year from the date of completion. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller will not be responsible for special, incidental, or consequential damages. Seller will not be responsible for damage to its work by other parties. Any work necessitated by caused damage will be considered an order for extra work.
9. Work called for herein is to be performed during Seller's regular working hours. Overtime rates will be charged for all work performed outside such hours.
10. All materials and workmanship shall be furnished in accordance with normal industry tolerance of color variation, thickness, finish, texture and performance standards.
11. Notwithstanding any provision contained in this Proposal or the contract documents between Owner and Contractor, Seller may file a lien or claim on its behalf in the event that any payment to Seller is not made as and when provided for by the agreement.
12. All Work will be performed in accordance with local, state and federal regulations.
13. The Buyer shall furnish all temporary site facilities including suitable covered storage space and hoisting at no cost to seller.
14. The Buyer shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Proposal. Liquidated damages may not be assessed against the Seller for delays or causes attributed to other contractors or arising from cause outside control of the Seller.
15. Buyer shall purchase and maintain property insurance upon the full value of the entire work and/or materials to be supplied which shall include the interest of the Seller.
16. Latent conditions not obvious at the time of the bid which adversely affect the cost of the work will be billed at current Time & Material rates.
17. The terms of this proposal shall be included in any subsequent contract generated by the Buyer.
18. Conflicts between Buyer and Seller which cannot be resolved by negotiation may, at Seller's option, be submitted to arbitration under the standard American Arbitration Association Rules for construction industry disputes and will be handled at the Seattle Office of the American Arbitration Association.
19. Work cannot start until proper notifications to regulatory agencies have been made unless Buyer arranges for immediate start under regulatory emergency procedures.
20. If the facility being worked on is being prepared for demolition, it is the buyer's responsibility to notify proper regulatory authorities of demolition schedule.
21. When it is necessary to tape visqueen to walls to protect the surfaces during abatement, the existing surfaces may occasionally be damaged when tape is removed. The Seller will not be responsible for this damage if it should occur.
22. Any paint or other materials discovered which contains lead or other materials considered toxic under Environmental Protection Agency regulations shall be considered hazardous material subject to special handling and disposal requirements to be paid for by the buyer.

Index #12

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 13, 2021

AGENDA ITEM:	
Contract Award – Comeford Reservoir Recoat	
PREPARED BY:	DIRECTOR APPROVAL:
Karen Latimer, Utility Manager	
DEPARTMENT:	
Public Works - Utilities	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Certified Bid Tabulation 2. Contract 	
BUDGET CODE:	AMOUNT:
40220594.563000 W2101	\$447,911.40
SUMMARY:	

Discussion regarding the future of the Comeford Reservoir took place at the 2020 City Council retreat. After considering information staff presented about alternatives and costs, City Council directed staff to preserve the structure. In response to Council’s directive, staff prepared a capital project request to restore the Comeford Reservoir. This project was approved as part of the 2021-2022 Fund 402 Utility Capital Project budget.

At the time the capital project request was prepared, staff did not have information about the existing coating system in place on the Comeford Reservoir. Recent coating system testing performed as part of the bidding process revealed the presence of lead, chromium and cadmium in the paint at levels above an acceptable threshold. This triggered a requirement for full containment of the structure, special blast media to encapsulate the contaminants, disposal of the blast media as a hazardous waste, and monitoring of the job site and perimeter to ensure acceptable air and soil quality before, during and after the recoating work takes place. The additional cost to perform this work is about \$300,000. Staff anticipates requesting a budget amendment later this year or early next year to cover these unexpected costs.

Although the Comeford Reservoir is not an active drinking water reservoir, the structure must continue to meet safety requirements and will need to undergo routine inspection and maintenance, periodic structural safety assessment, and lifecycle replacement of the protective coating. The annualized lifecycle cost to perform this work is in the range of \$20,000 to \$30,000 per year. The Water Division annual operating budget does not presently include an allocation for care and maintenance of the Comeford Reservoir structure. Staff will request additional funding for this work during the budgeting process and as part of the upcoming utility rate study.

This project will remove existing exterior coating by blasting to bare steel, provide new exterior coating with City logo on two sides, interior spot repair, installation of two additional lanyard anchors, and installation of holiday lighting for the Comeford Park elevated reservoir that is no longer used for potable water storage but is being maintained as a historic landmark.

Advertisement for bids took place on July 6 and July 13, 2021. A total of six (6) bids were received and publicly read aloud. The low bid of \$409,800.00 excluding Washington State sales

tax was from Mericka Group, LLC, a general contractor from Longview, WA. The Engineer's Estimate for this project was \$423,568.00. The low bid is 3.3% below the Engineer's Estimate.

Staff have reviewed the bid documents and have determined that Mericka Group's bid is responsive and that Mericka Group is the lowest responsible bidder. Staff therefore recommends that the Contract be awarded to Mericka Group, LLC in the amount of \$447,911.40, which includes 9.3% Washington State sales tax. Staff also recommends that City Council authorize a 10% Management Reserve, as noted below, which would allow the City to administer the project and to evaluate conditions and execute changes that may be necessary to complete the work.

Contract Bid (includes WSST):	\$447,911.40
Management Reserve:	<u>\$ 44,791.14</u>
Total Allocation:	\$492,702.54

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Comeford Reservoir Recoat contract with Mericka Group, LLC, in the amount of \$447,911.40 including Washington State sales tax, and approve a management reserve of \$44,791.14, for a total allocation of \$492,702.54.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Comeford Reservoir Recoat contract with Mericka Group, LLC in the amount of \$447,911.40, and approve a management reserve of \$44,791.14, for a total allocation of \$492,702.54.



COMEFORD RESERVOIR RECOAT
40220594.563000, W2101
Certified Bid Tab

7/21/2021

Apparent Low Bidder

BASE BID			Engineer's Estimate		Mericka Group, LLC		Southern Road & Bridge, LLC		Purcell P&C, LLC		T Bailey, Inc.		Long Painting		HCI Industrial & Marine Coatings, Inc.			
SPEC	ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE		
1, 18	1	Mobilization, Demobilization, Site Preparation, and Clean-up (10% Max.)	1	LS	\$24,000.00	\$24,000.00	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$19,000.00	\$19,000.00	\$46,837.00	\$46,837.00	\$40,000.00	\$40,000.00
Plans	2	Tie Off Anchors and Roof Hatch	1	LS	\$9,600.00	\$9,600.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$38,300.00	\$38,300.00	\$27,000.00	\$27,000.00	\$22,338.00	\$22,338.00	\$5,000.00	\$5,000.00
	3	Interior Spot Repair	10	SF	\$1,200.00	\$12,000.00	\$350.00	\$3,500.00	\$20,000.00	\$200,000.00	\$100.00	\$1,000.00	\$908.00	\$9,080.00	\$1,086.00	\$10,860.00	\$7,500.00	\$75,000.00
	4	Interior Spot Recoating	36	SF	\$288.00	\$10,368.00	\$300.00	\$10,800.00	\$833.34	\$30,000.24	\$100.00	\$3,600.00	\$454.00	\$16,344.00	\$786.00	\$28,296.00	\$2,500.00	\$90,000.00
	5	Exterior Recoating	1	LS	\$66,000.00	\$66,000.00	\$188,000.00	\$188,000.00	\$210,000.00	\$210,000.00	\$160,450.00	\$160,450.00	\$400,000.00	\$400,000.00	\$182,192.00	\$182,192.00	\$332,761.00	\$332,761.00
	6	Containment and Disposal	1	LS	\$235,200.00	\$235,200.00	\$115,000.00	\$115,000.00	\$110,000.00	\$110,000.00	\$304,000.00	\$304,000.00	\$185,000.00	\$185,000.00	\$266,002.00	\$266,002.00	\$150,000.00	\$150,000.00
	7	Logo Coating	1	LS	\$34,800.00	\$34,800.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$24,860.00	\$24,860.00	\$10,000.00	\$10,000.00
Plans	8	Removal, Re-installation, and Replacement of Specified Items	1	LS	\$14,400.00	\$14,400.00	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$8,109.00	\$8,109.00	\$2,500.00	\$2,500.00
	9	Electrical	1	LS	\$7,200.00	\$7,200.00	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$21,875.00	\$21,875.00	\$13,500.00	\$13,500.00	\$15,820.00	\$15,820.00	\$15,000.00	\$15,000.00
	10	Management Reserve	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
		Total Base Bid			\$423,568.00	\$423,568.00	\$409,800.00	\$409,800.00	\$636,000.24	\$636,000.24	\$591,725.00	\$591,725.00	\$702,924.00	\$702,924.00	\$615,314.00	\$615,314.00	\$730,261.00	\$730,261.00
		WSST @ 9.3%			\$39,391.82	\$39,391.82	\$38,111.40	\$38,111.40	\$59,148.02	\$59,148.02	\$55,030.43	\$55,030.43	\$65,371.93	\$65,371.93	\$57,224.20	\$57,224.20	\$67,914.27	\$67,914.27
		Total			\$462,959.82	\$462,959.82	\$447,911.40	\$447,911.40	\$695,148.26	\$695,148.26	\$646,755.43	\$646,755.43	\$768,295.93	\$768,295.93	\$672,538.20	\$672,538.20	\$798,175.27	\$798,175.27

BID ALTERNATIVE			Engineer's Estimate		Mericka Group, LLC		Southern Road & Bridge, LLC		Purcell P&C, LLC		T Bailey, Inc.		Long Painting		HCI Industrial & Marine Coatings, Inc.			
SPEC	ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE		
1, 18	1A	Mobilization, Demobilization, Site Preparation, and Clean-up (10% Max.)	1	LS			\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$19,000.00	\$19,000.00	\$46,837.00	\$46,837.00	\$20,000.00	\$20,000.00
Plans	2A	Tie Off Anchors and Roof Hatch	1	LS			\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$38,300.00	\$38,300.00	\$27,000.00	\$27,000.00	\$22,338.00	\$22,338.00	\$5,000.00	\$5,000.00
	3A	Interior Spot Repair	10	SF			\$350.00	\$3,500.00	\$20,000.00	\$200,000.00	\$100.00	\$1,000.00	\$908.00	\$9,080.00	\$1,086.00	\$10,860.00	\$7,500.00	\$75,000.00
	4A	Interior Spot Recoating	36	SF			\$300.00	\$10,800.00	\$833.34	\$30,000.24	\$100.00	\$3,600.00	\$454.00	\$16,344.00	\$786.00	\$28,296.00	\$5,000.00	\$180,000.00
	5A	Exterior Recoating	1	LS			\$167,000.00	\$167,000.00	\$110,000.00	\$110,000.00	\$141,750.00	\$141,750.00	\$400,000.00	\$400,000.00	\$86,166.00	\$86,166.00	\$88,000.00	\$88,000.00
	6A	Containment and Disposal	1	LS			\$125,000.00	\$125,000.00	\$110,000.00	\$110,000.00	\$38,600.00	\$38,600.00	\$185,000.00	\$185,000.00	\$266,002.00	\$266,002.00	\$88,000.00	\$88,000.00
	7A	Logo Coating	1	LS			\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$24,860.00	\$24,860.00	\$10,000.00	\$10,000.00
Plans	8A	Removal, Re-installation, and Replacement of Specified Items	1	LS			\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$8,109.00	\$8,109.00	\$5,000.00	\$5,000.00
	9A	Electrical	1	LS			\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$21,875.00	\$21,875.00	\$13,500.00	\$13,500.00	\$15,820.00	\$15,820.00	\$15,000.00	\$15,000.00
	10A	Management Reserve	1	LS			\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
		Total Bid Alternative					\$398,800.00	\$398,800.00	\$531,000.24	\$531,000.24	\$287,625.00	\$287,625.00	\$702,924.00	\$702,924.00	\$519,288.00	\$519,288.00	\$496,000.00	\$496,000.00
		WSST @ 9.3%					\$37,088.40	\$37,088.40	\$49,383.02	\$49,383.02	\$26,749.13	\$26,749.13	\$65,371.93	\$65,371.93	\$48,293.78	\$48,293.78	\$46,128.00	\$46,128.00
		Total					\$435,888.40	\$435,888.40	\$580,383.26	\$580,383.26	\$314,374.13	\$314,374.13	\$768,295.93	\$768,295.93	\$567,581.78	\$567,581.78	\$542,128.00	\$542,128.00

Math Error



Handwritten signature

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT (the “Contract”) 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 (the “City”) and Mericka Group, LLC, a limited liability company, organized under the laws of the State of Washington, located and doing business at 8831 Washington Way, Longview, WA 98632 (the “Contractor”).

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to do all work and furnish all labor, tools, materials, equipment, and supplies required to build and construct and to build and construct in a workmanlike manner the work, improvements, and appurtenances in order to accomplish the following project:

COMEFORD RESERVOIR RECOAT

40220594.563000.W2101

All such work, labor, tools, materials, equipment, and supplies to be procured and furnished in accordance with the following documents (the “Contract Documents”) which are incorporated by reference and are hereby made a part of this Contract:

- A. This Contract;
- B. The Call for Bids, Information for Bidders, and Bidder’s Checklist;
- C. 2021 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction as modified by all amendments thereto as of the date of the Contractor’s bid;
- D. Special Provisions
- E. Plans, Drawings, Project and Technical Specifications;
- F. Addenda (if any)
- G. Contractor's Proposal/Bid
- H. Payment Bond and Performance Bond; and
- I. All provisions required by law whether set forth and reproduced herein or not.

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Contract Documents.

The Contractor shall guarantee said materials and work for a period of one year after completion of this Contract.

- II. TIME FOR COMPLETION & LIQUIDATED DAMAGES.** Substantial completion shall be achieved within Fifty-Six (56) working days of the effective date of the Notice to Proceed. If said work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages as provided in Section 1-08.9 of the Standard Specifications.
- III. COMPENSATION AND METHOD OF PAYMENT.** The lump sum/total itemized amount of the Contract is Four Hundred Forty-Seven Thousand Nine Hundred Eleven dollars and Forty cents (\$447,911.40) including Washington State Sales Tax. The total Project cost includes all costs associated with the Project work, including, but not limited to labor, materials, overhead, and administrative, permit, and regulatory costs, unless otherwise agreed in writing. The Project cost is based on the proposal/bid submitted by the Contractor dated July 21, 2021. The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein.
- IV. ATTORNEY FEES.** Should either the City or the Contractor commence any legal action relating to the provisions of this Contract, or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses and reasonable attorney fees.
- V. INDEMNIFICATION.** In addition to any other obligations contained in the Contract Documents,
- A. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
- B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

C. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor’s waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor’s employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.
 _____ (City initials) _____ (Contractor initials)

D. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

VI. CONTRACT ADMINISTRATION.

This Contract shall be administered by Jonathan Fitzherbert on behalf of the Contractor and by Karen Latimer on behalf of the City. Any written notices required by the terms of this Contract shall be served or mailed to the following addresses:

Contractor:
 Mericka Group, LLC
 Attn: Jonathan Fitzherbert
 8831 Washington Way
 Longview, WA 98632

City:
 City of Marysville
 Public Works – Attn: Karen Latimer
 80 Columbia Ave
 Marysville, WA 98270

VII. PREVAILING WAGES. The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

DATED this _____ day of _____, 2021.

CITY OF MARYSVILLE

By: _____
 Jon Nehring, Mayor

DATED this _____ day of _____, 2021.

_____(CONTRACTOR)

By: _____

(Name)

Its: _____

(Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:


Jon Walker, City Attorney

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 13, 2021

AGENDA ITEM:	
Wyndham Hills Vacation (PA21027) – Ordinance vacating existing public right-of-way (ROW) dedicated with the recording of the subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2.	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Holland, Planning Manager	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. 67th Avenue NE to 71st Avenue NE Alignment 2. Resolution 2505 3. Petition for Vacation of existing public ROW with attachments. 4. Chapter 12.32 MMC, <i>Vacation of Streets and Alleys</i> 5. Adopting Ordinance 	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

On July 26, 2021, the City Council passed Resolution No. 2505 setting a public hearing date of September 13, 2021 to consider the vacation of existing public ROW that was dedicated with the recording of the subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2 for future extension of 67th Avenue NE, south of 44th Street NE. Following dedication of the public ROW, alignment of the extension of 67th Avenue NE, south of 44th Street NE, has been amended as reflected in the Marysville Comprehensive Plan and the dedicated ROW is no longer a public need.

Keystone Land, LLC, petitioner, has also submitted a subdivision application, known as Wyndham Hills, which will construct the 67th Avenue NE roadway extension, south of 44th Street NE, along the amended alignment and dedicate as public ROW with the recording of said subdivision.

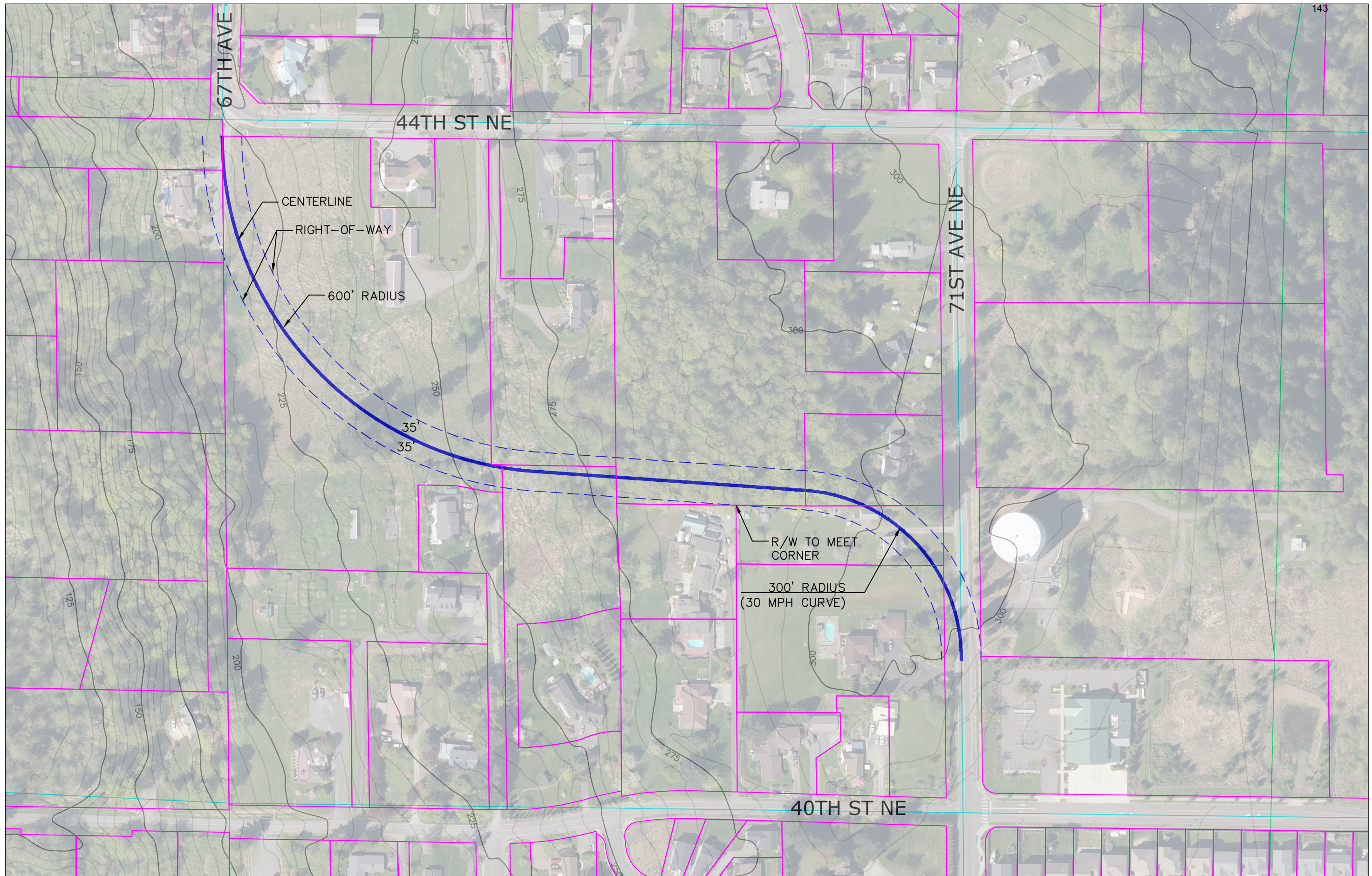
Resolution No. 2505 recommends vacating the unopened public ROW and waiving compensation for said vacation, based on the following factors.

- a. The right-of-way dedicated is no longer a public need;
- b. The right-of-way proposed to be vacated is approximately 16,170 SF and valued at approximately \$21,182.
- c. The applicant is proposing to construct and dedicate the amended 67th Avenue NE roadway alignment, south of 44th Street NE, at no cost to the public. Dedication of 67th Avenue NE, is 61,000 SF and valued at approximately \$79,910, and the cost of constructing 67th Avenue NE is approximately \$399,262, totaling \$479,172.

RECOMMENDED ACTION:

Staff recommends that the City Council approve the Ordinance vacating the unopened public right-of-way, and waive compensation for said vacation.

RECOMMENDED MOTION: I move to adopt Ordinance No. _____.



SCALE 1"=80'

67th Ave NE to 71st Ave NE Connector

CITY OF MARYSVILLE
Marysville, Washington
RESOLUTION NO. 2505

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ESTABLISHING SEPTEMBER 13, 2021 AS THE DATE UPON WHICH A PUBLIC HEARING SHALL BE HELD BEFORE THE MARYSVILLE CITY COUNCIL TO CONSIDER VACATION OF AN UNOPENED PUBLIC RIGHT-OF-WAY DEDICATED WITH THE RECORDING OF SUNNYSIDE RIDGE AND SUNNYSIDE RIDGE DIVISION 2, IN THE CITY OF MARYSVILLE, AND TO CONSIDER WAIVING COMPENSATION FOR SAID VACATION.

WHEREAS, Keystone Land, LLC, petitioned the City of Marysville to vacate existing public right-of-way that was dedicated with the recording of the subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2 for future extension of 67th Avenue NE, south of 44th Street NE; and

WHEREAS, following dedication of the public right-of-way, alignment of the extension of 67th Avenue NE, south of 44th Street NE, has been amended as reflected in the Marysville Comprehensive Plan and the dedicated right-of-way is no longer a public need; and

WHEREAS, Keystone Land, LLC, has submitted a subdivision application, known as Wyndham Hills, which will construct the 67th Avenue NE roadway extension, south of 44th Street NE, along the amended alignment, and which will be dedicated as public right-of-way with the recording of said subdivision; and

WHEREAS, upon receiving a petition for vacation, the Council shall by resolution set a time for a hearing on the petition pursuant to MMC 12.32.030 and RCW 35.79.010; and

WHEREAS, MMC 12.32.020 provides that, when a vacation is initiated by the City, or the City Council deems it in the best interest of the City of Marysville, the Council may waive all or any portion of such compensation that the City would receive from the vacation. At the time the Council initially has the petition before it in order to set the matter for public hearing by resolution, the Council shall consider the reports of the City Engineer and/or the Community Development Director shall determine whether or not it will require that the City be compensated as a condition of the vacation; and

WHEREAS, The City Engineer and Community Development Director have recommended Council waive all compensation of the vacated right-of-way, based on the following factors:

- (a) The right-of-way dedicated with the recording of the subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2 is no longer a public need, as the alignment of the 67th Avenue NE, south of 44th Street NE, has been amended as adopted in the Marysville Comprehensive Plan.
- (b) The right-of-way proposed to be vacated is approximately 16,170 SF and valued at approximately \$21,182. Dedication of the amended 67th Avenue NE extension, south of 44th Street NE, is approximately 61,000 SF.
- (c) The applicant is proposing to construct and dedicate the amended 67th Avenue NE roadway alignment, south of 44th Street NE, to a public standard; including sidewalks, planter strips, street lighting and utilities, at no cost to the public. The cost for constructing the 67th Avenue NE extension is approximately \$775,000.

WHEREAS, the Council desires to initiate vacation procedures for the existing public right-of-way that was dedicated with the recording of the subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2;

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

Section 1. Pursuant to MMC 12.32.020, **September 13, 2021 at 7:00 PM** is established as the time at which the City Council of the City of Marysville will hold a public hearing to consider the vacation of the existing public right-of-way dedicated with the recording of the subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2, which is legally described in **Exhibit A** and depicted in **Exhibit B**, attached hereto.

Section 2. The Council, having considered the recommendation of the City Engineer and the Community Development Director, waives all compensation for vacation of the existing public right-of-way.

Section 3. The Council has determined that vacation of the existing public right-of-way would satisfy the criteria contained in MMC 12.32.060, specifically:

- (a) The vacation will provide a public benefit, allowing for construction and dedication of the 67th Avenue NE extension per the City’s Comprehensive Plan;
- (b) The vacation will not adversely affect the street pattern or circulation of the immediate area of the community as a whole;
- (c) The public need will not be adversely affected;
- (d) The Unopened Road is not contemplated or needed for future public use; and
- (e) No abutting owner will become landlocked or have their access substantially impaired.

ADOPTED by the City Council at an open public meeting this 26th day of July, 2021.

CITY OF MARYSVILLE

By: 
JON NEHRING, MAYOR

Attest:

By: 
DEPUTY CITY CLERK

Approved as to form:

By: 
JON WALKER, CITY ATTORNEY

Exhibit "A"

67TH AVE NE

STREET VACATION PETITION LEGAL DESCRIPTION

THE EAST 35.00 FEET OF THE FOLLOWING DESCRIBED PARCEL;

BEGINNING AT A POINT 660.00 FEET NORTH OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON;

THENCE WEST 1320.00 FEET, MORE OR LESS, TO THE EAST LINE OF COUNTY ROAD;

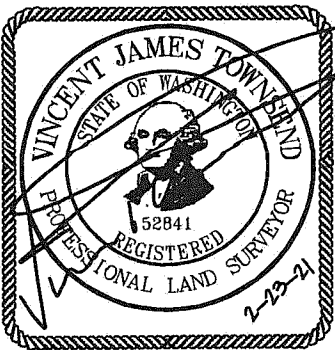
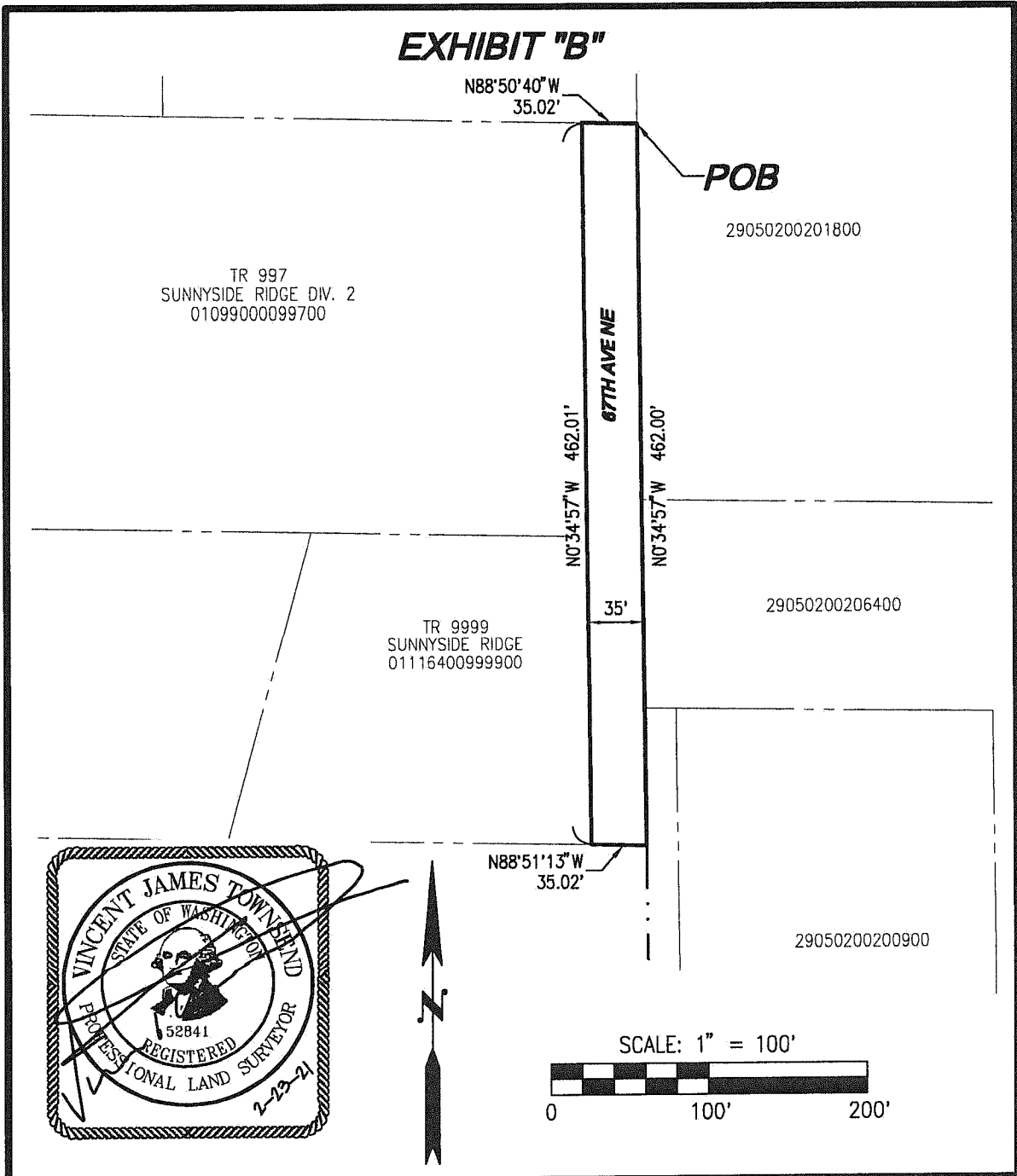
THENCE SOUTH 462.00 FEET;

THENCE EAST 1320.00 FEET;

THENCE NORTH 462.00 FEET TO THE POINT OF BEGINNING;

SAID PORTION BEING PREVIOUSLY DEDICATED RIGHT-OF-WAY ON SUNNYSIDE RIDGE AND SUNNYSIDE RIDGE DIVISION 2, AFN NO. 201003025001, 200805155186;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



LDC
THE CIVIL ENGINEERING GROUP

Engineering
Structural
Planning
Survey

20210 142nd Avenue NE
Woodinville, WA 98072

Ph. 425.806.1869
Fx. 425.482.2893

www.LDCcorp.com

67TH AVE NE

STREET VACATION PETITION EXHIBIT

A PORTION OF THE NE 1/4 OF SEC 3, TWN 29 N, RGE 5 E,
W.M., SNOHOMISH COUNTY, WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:
MAR	2-23-21	C20-159-WYND-EX	1"=100'

JOB NUMBER:	C20-159
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PETITION FOR VACATION OF STREET

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
 (360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Mon - Fri 7:30 AM - 4:00 PM

FOR AGENCY USE	Date:	Permit Number:	Fee: \$500.00
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TO: The City Council of the City of Marysville, Washington

Keystone Land, LLC hereby petitions the City of Marysville for the vacation of a street pursuant to RCW 35.79 and Chapter 12.32 MMC, *Vacation of Streets and Alleys*, and in support of said petition states as follows:

1. See the attached legal description for the portion of 67th Ave NE Right-of-way that is being proposed to be vacated.
2. Keystone Land, LLC, Cornerstone Homes NW, LLC, James Alt, Max T Staples, and Don B Andrews are the owners of 74.87% of all property abutting 67th Ave NE.
3. Vacation of 67th Ave NE will meet the following criteria:
 - a. It will provide a public benefit.

Response: If approved, the land within the proposed vacation of 67th Ave NE will be used for utility connections for the proposed Wyndham Hill subdivision and surrounding future development in the area. Also, the street vacation will allow 67th Ave NE to be extended to reflect City’s plan to connect 67th Ave NE to 71st Ave NE. This proposed new road connection to 71st Ave NE will include car and pedestrian facilities to ensure safe accommodation for multiple types of transportation and more direct connectivity though the neighborhood.

- b. It will not adversely affect the street pattern or circulation of the immediate area or of the community as a whole.

Response: The existing street patterns will be preserved. The portion of 67th Ave NE that is being petitioned to be vacated is currently a vacant piece of isolated ROW, with no road built. If the petition is approved, it will allow 67th Ave NE to be

extended to connect to 71st Ave NE as shown in the City's plan for the extension of 67th Ave NE.

c. The public need will not be adversely affected.

Response: The portion of 67th Ave NE that is being petitioned to be vacated, is a vacant piece of land and has no proposed public usage. Also, there is private property between this portion of 67th Ave NE ROW and the constructed portion of 67th Ave NE ROW to the north and 40th St NE ROW to the south, which prevents public access to this portion of ROW.

d. The street is not contemplated or needed for future public use.

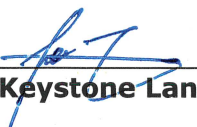
Response: The portion of 67th Ave NE that is being petitioned to be vacated is not part of City extension plan for 67th Ave NE.


e. No abutting owner will become landlocked or have his access substantially impaired.

No owner of land surrounding the proposed 67th Ave NE street vacation will be landlocked due to this vacation.

4. Keystone Land, LLC hereby agrees to pay all fees and charges required by Chapter 12.32 MMC relating to vacation of streets.

DATED this 17 day of May, 2021.

By  Joe Long EVP of Keystone Land, LLC
Keystone Land, LLC

By  Joe Long EVP of Cornerstone Homes NW, LLC
Cornerstone Homes, NW

May 17, 2021

City of Marysville
Community Development Department
80 Columbia Avenue
Marysville, WA 98270

RE: 67th Ave NE Street Vacation Petition

The Purpose of this Street Vacation Petition is to request that a portion of 67th Ave NE be vacated and transferred from the City's ownership to the applicant. The concerned portion of 67th Ave NE is not part of the City's plan to extend 67th Ave NE and is a vacant piece of land that is landlocked on both sides by private property, isolating it from the constructed portion of 67th Ave NE to the north and 40th St NE to the south. Below is a description of the proposed street vacation, how the vacation meets the City's approval criteria for street vacations (MMC12.32.060(2)), and how the applicant proposes to compensate the City for the value of the vacated land.

Reference location	Tax Parcel # 29050200201800
Property Zoning:	R-4.5
Vacated ROW Area:	0.37 acres (16,170 sf)
Legal Description:	See Exhibit A of the Street Vacation Petition
Vacation Map:	See Exhibit B of the Street Vacation Petition

Approval Criteria (MMC12.32.060(2))

(a) It will provide a public benefit.

Response: If approved, the land within the proposed vacation of 67th Ave NE will be used for utility connections for the proposed Wyndham Hill subdivision and surrounding future development in the area. Also, the street vacation will allow 67th Ave NE to be extended to reflect City's plan to connect 67th Ave NE to 71st Ave NE. This proposed new road connection to 71st Ave NE will include car and pedestrian facilities to ensure safe accommodation for multiple types of transportation and more direct connectivity though the neighborhood.

(b) It will not adversely affect the street pattern or circulation of the immediate area or of the community as a whole.

Response: The existing street patterns will be preserved. The portion of 67th Ave NE that is being petitioned to be vacated is currently a vacant piece of isolated ROW, with no road built. If the petition is approved, it will allow 67th Ave NE to be extended to connect to 71st Ave NE as shown in the City's plan for the extension of 67th Ave NE.

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

Response: The portion of 67th Ave NE that is being petitioned to be vacated, is a vacant piece of land and has no proposed public usage. Also, there is private property between this portion of 67th Ave NE ROW and the constructed portion of 67th Ave NE ROW to the north and 40th St NE ROW to the south, which prevents public access to this portion of ROW.

(d) The street is not contemplated or needed for future public use.

Response: The portion of 67th Ave NE that is being petitioned to be vacated is not part of City extension plan for 67th Ave NE.

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

Response: No owner of land surrounding the proposed 67th Ave NE street vacation will be landlocked due to this vacation.

Proposed Compensation

The applicant proposes that in lieu of monetary compensation for the vacated street, the City accepts the construction of a new extension of 67th Ave NE associated with the Wyndham Hills subdivision as payment. The proposed partial extension of 67th Ave NE and dedication of ROW as part of this project will extend approximately 880-feet to the southeast to a dead end, with the intent that future development will further extend 67th Ave NE to connect to 71st Ave NE. This proposed connection is consistent with the City's plans for extending 67th Ave NE.

Submitted with this proposal is a legal description, vacation map exhibit, and a cost estimate of the proposed partial 67th Ave NE extension, which estimates that the proposed extension will cost \$775,000. Also submitted, is an appraisal of the proposed vacated land, which appraises land to be \$21,182. This shows that the construction of the 67th Ave NE will exceed the value of the vacated street and is a fair compensation for the vacated street.

Sincerely,

LDC, Inc.



Tom Abbott, PE
 Project Manager
 HQ Office

April 28, 2021

Chris Holland
 Planning Manager
 80 Columbia Ave.
 Marysville, WA 98270

Re: Partial road vacate / valuation

Dear Sir:

This letter is for the valuation of the proposed vacate of the section of Right-of-Way ("ROW") legally described in the attached Exhibit A. The area to be vacated is approximately 16,170 SF, and is located adjacent to the Wyndham Hills PRD site currently under development by Keystone Land LLC. The Wyndham parcel numbers are listed below:

Parcel No.	29050200201800	7.67 Acres
Parcel No.	29050300100600	2.09 Acres
Parcel No.	01099000099700	<u>3.79 Acres</u>
		13.55 Acres (590,238 SF)

Keystone closed on this site in April of 2020, which included entitlements and approved construction plans. The purchase price was \$775,000 or \$1.31/SF. The entitlements and construction plans added value to this acquisition, which in my professional opinion, off-set the 12 months of appreciation in the market since the property closed last April. The value for this portion of ROW to be vacated is $(\$1.31 \times 16,170 \text{ SF}) = \$21,182.00$.

This letter is a Broker Opinion of the property value, and not intended to be an appraisal.

Thank you,



Bob Vick

Managing Broker
 John L Scott Real Estate
 425-422-9607 or bobvick@johnlscott.com

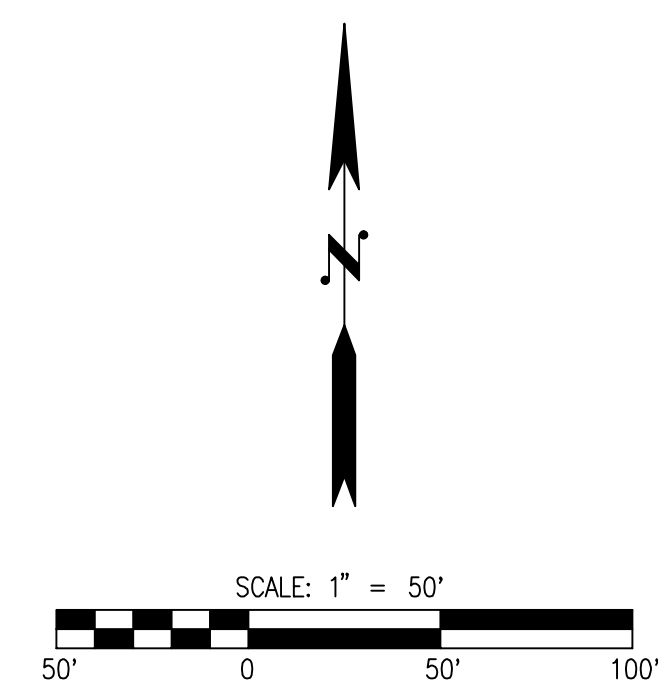


Project: Wyndham Hills 67th ROW Budget / Costing

Client: Keystone Land

9.3%	No.	Description	Quantity	Unit	Price	Subtotal
		Curb/Sidewalk - 67th Ave NE				\$105,013.50
	1	Vertical Curb	1,650	lf	17.31	\$28,561.50
	2	4" Sidewalk	900	sy	43.13	\$38,817.00
	3	Perpendicular Curbs	10	ea	1,500.00	\$15,000.00
	4	Single Direction Ramp	6	ea	1,920.00	\$11,520.00
	5	Parallel Curb Ramp	1	ea	2,400.00	\$2,400.00
	6	Compt Gravel Base for Curb	115	ton	24.90	\$2,863.50
	7	Compt Gravel Base for Sidewalk	235	ton	24.90	\$5,851.50
		Streets - 67th Ave NE				\$252,205.50
	1	3" HMA CI 1/2" PG64-22	4,340	sy	18.50	\$80,290.00
	2	6" ATB	4,340	sy	33.75	\$146,475.00
	3	Compt Gravel Base for Road	845	ton	24.90	\$21,040.50
	4	Monuments	8	EA	550.00	\$4,400.00
		Landscape				\$23,842.95
	1	Street Trees	33	EA	388.75	\$12,828.75
	2	Root Barrier	396	LF	11.45	\$4,534.20
	3	Sod	8,100	SF	0.80	\$6,480.00
		Survey				\$3,200.00
	1	Survey Costs (Pacific Coast Survey Provided Budget)	1	LS	3,200.00	\$3,200.00
		Engineering				\$15,000.00
	1	Engineering Costs (LDC Engineering provided budget)	1	LS	15,000.00	\$15,000.00
		PROJECT TOTAL (On-Site, Off-Site)				\$399,261.95

PORTION OF NW1/4, NW1/4, SEC 2, TWN 29 N, RGE 5 E, W.M., SNOHOMISH COUNTY, WASHINGTON
 PORTION OF NE1/4, NE1/4, SEC 3, TWN 29 N, RGE 5 E, W.M., SNOHOMISH COUNTY, WASHINGTON



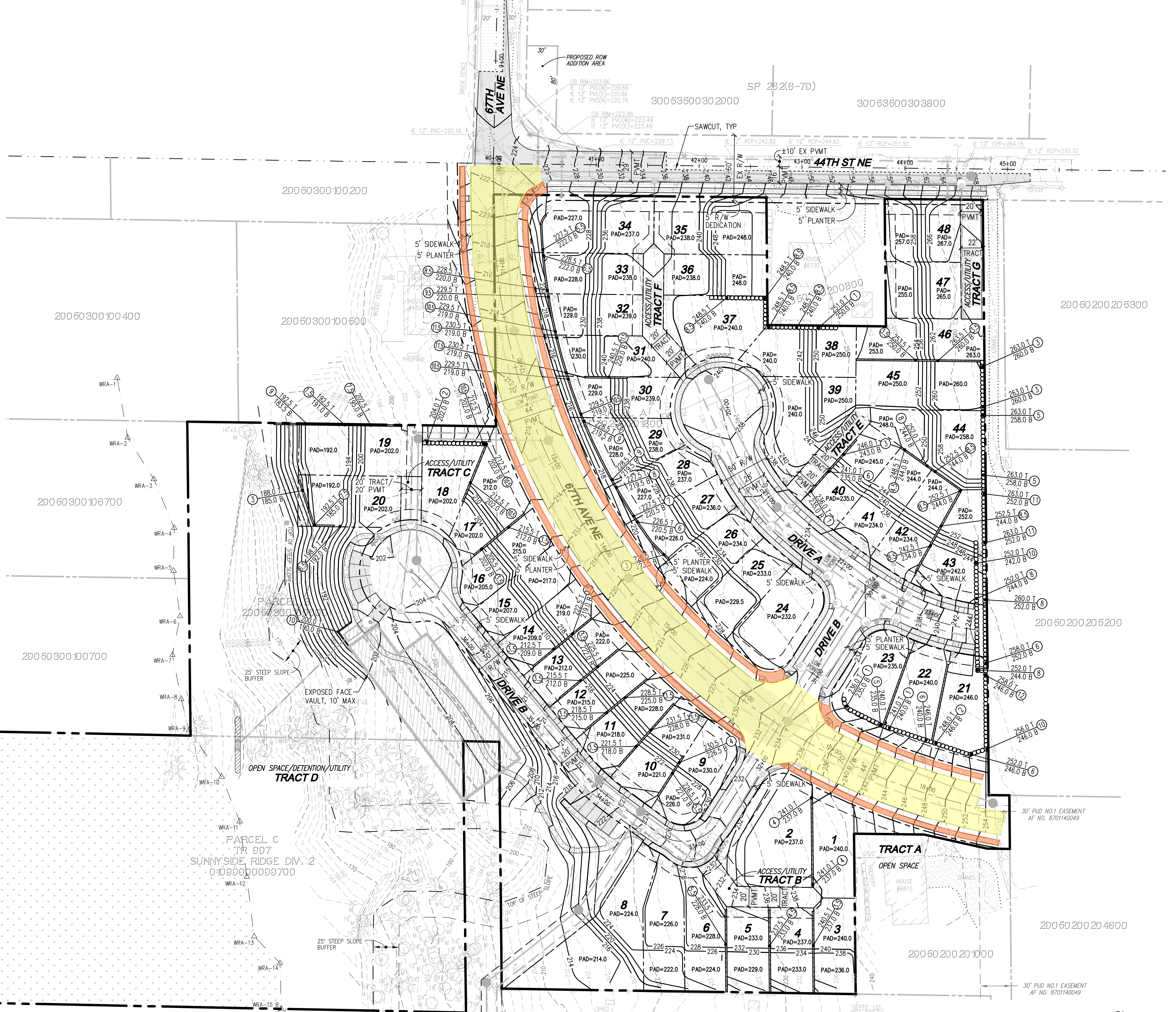
LEGEND

	STORM PIPE
	SEWER PIPE
	WATER PIPE
	ROCKERY WALL
	LOCK-N-LOAD WALL

EARTHWORK QUANTITIES

CUT:	—	CY
FILL:	—	CY
STRIPPING/DEMO:	—	CY
DISTURBED AREA:	442,052 SF	(10.15 AC)

- NOTES**
- NOTE...
 - NOTE...
 - NOTE...



UTILITY NOTE
 THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

DISCLAIMER
 TOPOGRAPHIC SURVEY INFORMATION CONTAINED ON THESE PLANS HAS BEEN PROVIDED BY PACIFIC COAST SURVEYS, INC. LDC, INC. (LAND DEVELOPMENT CONSULTANTS, INC.) ASSUMES NO LIABILITY AS TO THE ACCURACY AND COMPLETENESS OF THIS DATA IN ITS ENTIRETY. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED IN THE FIELD SHOULD BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.

Call 2 Business Days Before You Dig
 811 or 1-800-424-5555
 Utilities Underground Location Center

CITY OF MARYSVILLE CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT

THIS PLAN SHEET HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE APPLICABLE CITY OF MARYSVILLE CODES AND ORDINANCES. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER, WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGEMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRE OTHER COUNTY, STATE OR FEDERAL PERMIT REVIEW AND APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION AND COMPLIANCE OF ALL APPLICABLE PERMITS OR AUTHORIZATIONS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, WSDNR HYDRAULIC PROJECT APPROVAL (HPS), WSDOE NOTICE OF INTENT (NOI), ANY CORPS OF ENGINEERS FILL PERMITS AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT. THIS DAY OF _____

BY: _____
 DEVELOPMENT SERVICES MANAGER

THESE APPROVED CONSTRUCTION PLANS EXPIRE AFTER PERIOD OF 60 MONTHS FROM THE DATE SHOWN ABOVE OR UPON EXPIRATION OF PRELIMINARY PLAT OR SITE PLAN APPROVAL, PER MMC 15.09.080.

REVISIONS

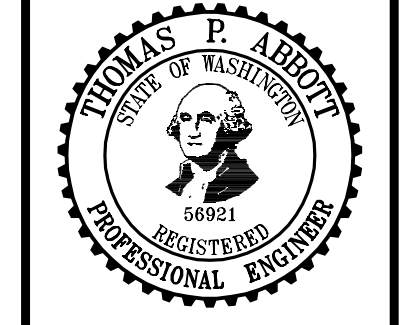
NO.	DATE	DESCRIPTION

LDC
 Surveying
 Engineering
 Planning

Woodinville
 20210 142nd Avenue NE
 Woodinville, WA 98072
 T 425.806.1869 www.LDCcorp.com

Kent
 1851 Central Pt S, #101
 Kent, WA 98030
 F 425.482.2893

KEYSTONE LAND, LLC
WYNDHAM HILLS
 GRADING PLAN

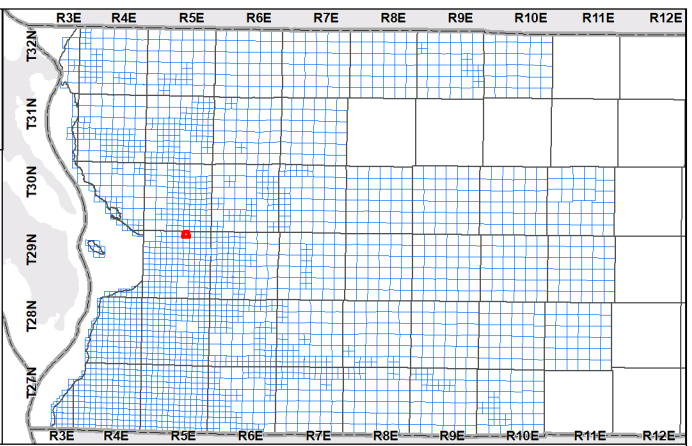


JOB NUMBER: C20-159
 DRAWING NAME: C20159C-GR-PL
 DESIGNER: MEV
 DRAFTING BY: PO
 DATE: _____
 SCALE: 1"=50'
 JURISDICTION: CITY OF MARYSVILLE

GR-01
 SHEET OF _____

QUARTER **NE** SECTION **3** TOWNSHIP N.W.B.L. **29** RANGE E.W.M. **5**

ALL MAPS, DATA, AND INFORMATION SET FORTH HEREIN ("DATA"), ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT TO BE CONSIDERED AN OFFICIAL CITATION TO, OR REPRESENTATION OF, THE SNOHOMISH COUNTY CODE. AMENDMENTS AND UPDATES TO THE DATA, TOGETHER WITH OTHER APPLICABLE COUNTY CODE PROVISIONS, MAY APPLY WHICH ARE NOT DISCLOSED HEREIN. SNOHOMISH COUNTY MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONTENT, ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF THE DATA CONTAINED HEREIN AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ALL PERSONS ACCESSING OR OTHERWISE USING THIS DATA ASSUME ALL RESPONSIBILITY FOR USE THEREOF AND AGREE TO HOLD SNOHOMISH COUNTY HARMLESS FROM AND AGAINST ANY DAMAGES, LOSS, CLAIM OR LIABILITY ARISING OUT OF ANY ERROR, DEFECT OR OMISSION CONTAINED WITHIN SAID DATA. WASHINGTON STATE LAW, CH. 42.56 RCW, PROHIBITS STATE AND LOCAL AGENCIES FROM PROVIDING ACCESS TO LISTS OF INDIVIDUALS INTENDED FOR USE FOR COMMERCIAL PURPOSES AND, THUS, NO COMMERCIAL USE MAY BE MADE OF ANY DATA COMPRISING LISTS OF INDIVIDUALS CONTAINED HEREIN.



Centerline --- Lot --- Block --- Section --- City Limits [Red dashed box]

Gov Lot --- Subdiv --- ROW --- Quarter --- Tax Acct [Dotted box]

Major Water --- Other Lot --- Vac ROW --- 16th --- Easement [Dashed box]

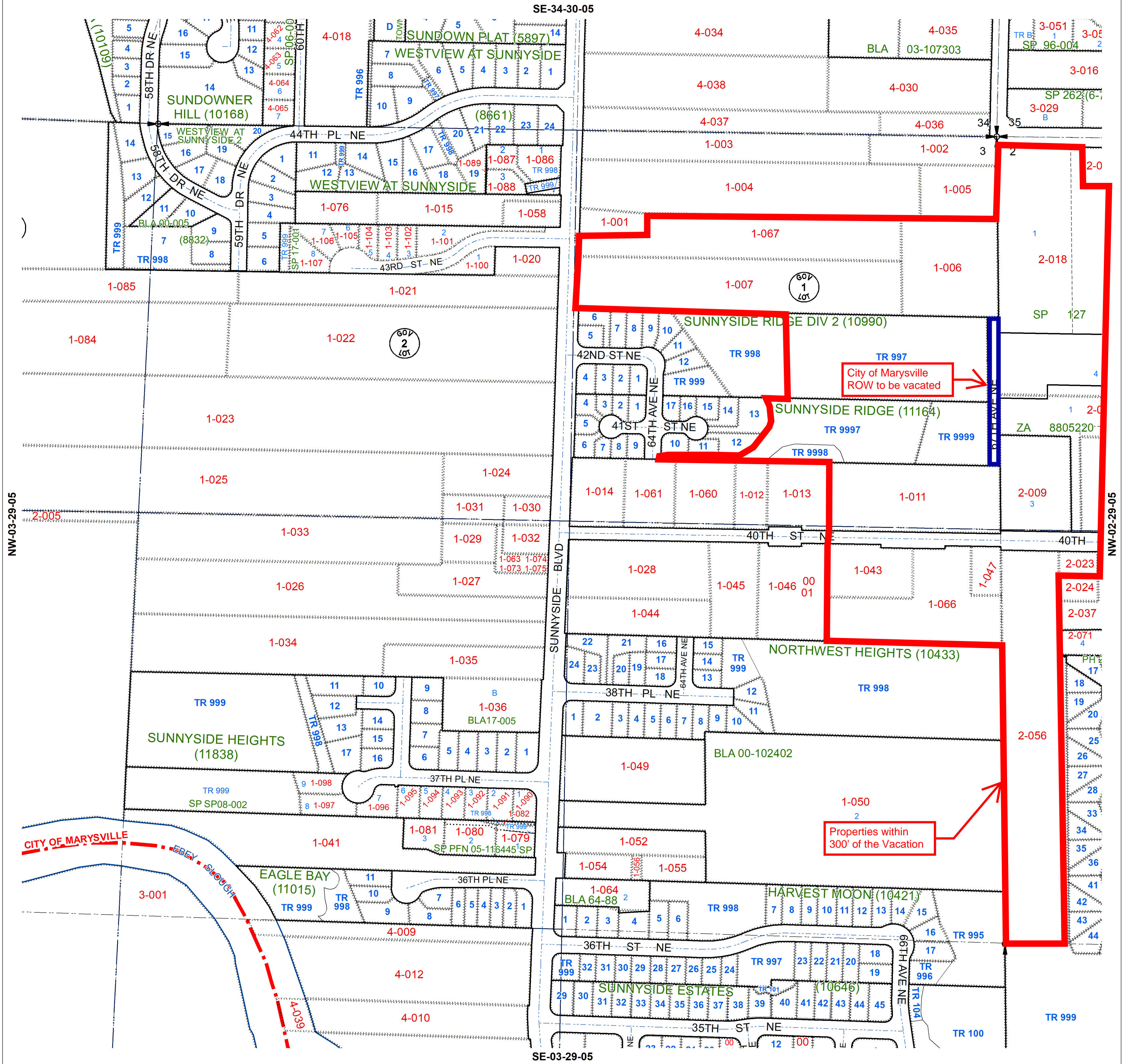
Minor Water --- Other Subdiv --- Vac Lot --- [Dashed box]

0 200 400 Feet

1 inch = 200 feet

Map produced on October 31, 2019

A product of the Assessor's Office
Snohomish County, Washington



**Chapter 12.32
VACATION OF STREETS AND ALLEYS**

Sections:

[12.32.010 Petition – Filing.](#)

[12.32.020 Petition – Scheduling for public hearing – Compensation for vacated area.](#)

[12.32.030 Notice of public hearing.](#)

[12.32.040 Survey requirements.](#)

[12.32.050 Appraisal.](#)

[12.32.060 Criteria for council decision.](#)

[12.32.070 Authorized by ordinance.](#)

[12.32.080 Notice to auditor and assessor.](#)

[12.32.090 Use of proceeds of vacation.](#)

12.32.010 Petition – Filing.

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

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

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

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

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

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

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

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

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

12.32.030 Notice of public hearing.

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

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

12.32.040 Survey requirements.

It shall be the duty of the city engineer to determine whether or not the location and legal description of the street or alley proposed for vacation are sufficiently known to the city so that an accurate legal description of the proposed vacation can be known with certainty. If the city engineer determines that these matters are not known or are not accurately known, then the city shall notify the petitioners of the necessity of having an accurate, professional survey of the property proposed for vacation within the boundaries of the proposed vacation marked

upon the ground with an accurate legal description of the proposed vacation to be furnished to the city. The city shall not proceed further upon the vacation petition until such a survey has been done and legal description has been received. (Ord. 948 § 4, 1977).

12.32.050 Appraisal.

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

- (1) The assessed value of comparable abutting property shall be obtained from the records of the Snohomish County assessor. The average of said values, on a square foot basis, shall be applied to the right-of-way which is proposed for vacation.
- (2) The petitioner shall be required to submit a report of a professional appraiser to the city, stating the fair market value of the right-of-way proposed for vacation.
- (3) The city shall obtain a report from one or more professional appraisers stating the fair market value of the right-of-way proposed for vacation. The cost of said report or reports shall be paid by the petitioner prior to the time of the public hearing. (Ord. 2321 § 1, 2000; Ord. 1170, 1981; Ord. 948 § 5, 1977).

12.32.060 Criteria for council decision.

- (1) The city council shall not vacate any street, alley or any parts thereof if any portion thereof abuts any body of salt or fresh water unless such vacation is sought to enable the city or state to acquire the property for port purposes, boat moorage or launching sites, park, viewpoint, recreational or educational purposes or other public uses. This provision shall not apply to industrial-zoned property.
- (2) The city council shall use the following criteria for deciding upon the petition:
 - (a) The vacation will provide a public benefit, and/or will be for a public purpose;
 - (b) The right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole;
 - (c) The public need shall not be adversely affected;
 - (d) The right-of-way is not contemplated or needed for future public use;
 - (e) No abutting owner will become landlocked or his access will not be substantially impaired; i.e., there must be an alternative mode of ingress and egress, even if less convenient; provided that the city council may, at the time of its public hearing, determine that the city may retain an easement or right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services.

(3) The city council will, at the time of the public hearing, determine the amount of compensation to be paid to the city by the petitioners as a condition of the vacation, which amount shall not exceed one-half of the appraised value of the area to be vacated; except, that in the event the subject property or portions thereof were acquired at public expense, the city may require compensation in an amount equal to the full appraised value of the area to be vacated. (Ord. 1452, 1986; Ord. 948 § 6, 1977).

12.32.070 Authorized by ordinance.

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

12.32.080 Notice to auditor and assessor.

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

12.32.090 Use of proceeds of vacation.

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

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, VACATING AN UNOPENED PUBLIC RIGHT-OF-WAY DEDICATED WITH THE RECORDING OF THE SUBDIVISIONS KNOWN AS SUNNYSIDE RIDGE AND SUNNYSIDE RIDGE DIVISION 2, IN THE CITY OF MARYSVILLE, AND WAIVING COMPENSATION FOR SAID VACATION.

WHEREAS, the Marysville City Council adopted Resolution No. 2505 on July 26, 2021, which initiated vacation procedures for an unopened public right-of-way (ROW) that was dedicated with the recording of the subdivisions Sunnyside Ridge and Sunnyside Ridge Division 2 for future extension of 67th Avenue NE, south of 44th Street NE, which is legally described in **Exhibit A** and depicted in **Exhibit B**, attached hereto; and

WHEREAS, Resolution No. 2505 set a public hearing date of September 13, 2021, to consider the vacation of the unopened public ROW, and proper notice was posted and mailed to all required parties pursuant to MMC 12.32.030; and

WHEREAS, a public hearing was held before the Marysville City Council on September 13, 2021, to consider vacation of the unopened public ROW; and

WHEREAS, the City Engineer and the Community Development Director recommended that the Council waive all compensation for the vacation of the unopened public ROW; and

WHEREAS, the Council, having considered the recommendation of the City Engineer and the Community Development Director, waived all compensation for vacation of the unopened public ROW; and

WHEREAS, the Council considered the evidence presented at the public hearing and has determined that vacation of the unopened public ROW would satisfy the following criteria contained in MMC 12.32.060, specifically:

- (a) The vacation will provide a public benefit, allowing for construction and dedication of the 67th Avenue NE extension per the City's Comprehensive Plan;
- (b) The vacation will not adversely affect the street pattern or circulation of the immediate area of the community as a whole;
- (c) The public need will not be adversely affected;
- (d) The Unopened Road is not contemplated or needed for future public use; and
- (e) No abutting owner will become landlocked or have their access substantially impaired.

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

SECTION 1. The unopened public ROW that was dedicated with the recording of the subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2, which is legally described in **Exhibit A** and depicted in **Exhibit B**, attached hereto, is hereby vacated and all compensation is waived in accordance with MMC 12.32.020; and

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 and the vacation of the unopened public ROW, shall become effective five days after the date of its publication by summary.

SECTION 5. Recordation. A certified copy of this ordinance will be recorded by the City of Marysville with the Snohomish County Auditor after its publication.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2021.

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"**67TH AVE NE****STREET VACATION PETITION LEGAL DESCRIPTION**

THE EAST 35.00 FEET OF THE FOLLOWING DESCRIBED PARCEL;

BEGINNING AT A POINT 660.00 FEET NORTH OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON;

THENCE WEST 1320.00 FEET, MORE OR LESS, TO THE EAST LINE OF COUNTY ROAD;

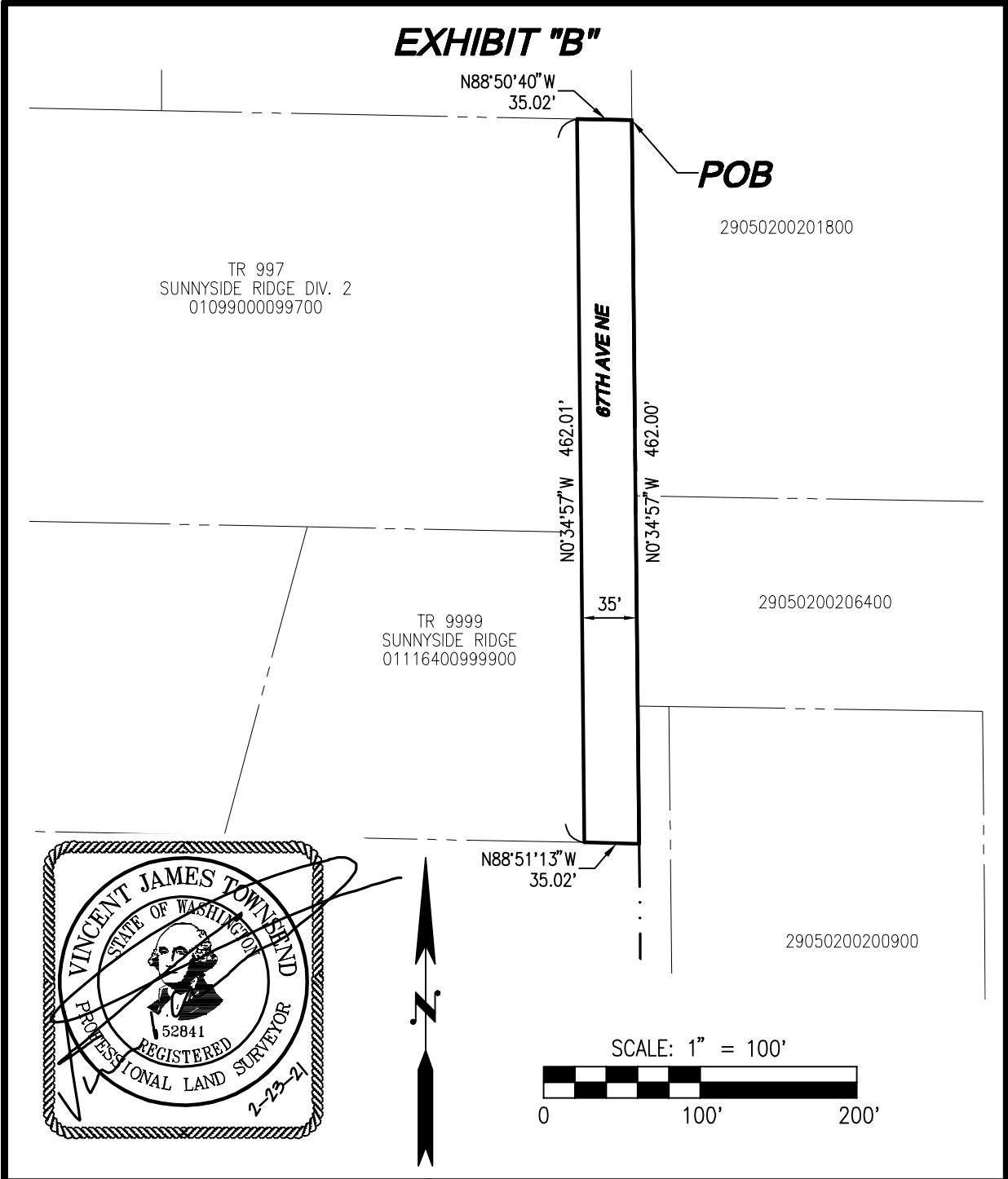
THENCE SOUTH 462.00 FEET;

THENCE EAST 1320.00 FEET;

THENCE NORTH 462.00 FEET TO THE POINT OF BEGINNING;

SAID PORTION BEING PREVIOUSLY DEDICATED RIGHT-OF-WAY ON SUNNYSIDE RIDGE AND SUNNYSIDE RIDGE DIVISION 2, AFN NO. 201003025001, 200805155186;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



LDC
THE CIVIL ENGINEERING GROUP

Engineering
Structural
Planning
Survey

20210 142nd Avenue NE
Woodinville, WA 98072

Ph. 425.806.1869
Fx. 425.482.2893

www.LDCcorp.com

67TH AVE NE STREET VACATION PETITION EXHIBIT

A PORTION OF THE NE 1/4 OF SEC 3, TWN 29 N, RGE 5 E,
W.M., SNOHOMISH COUNTY, WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:
MAR	2-23-21	C20-159-WYND-EX	1"=100'

JOB NUMBER:	C20-159
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Index #21

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

CITY COUNCIL MEETING DATE: September 13, 2021

AGENDA ITEM:	
Condemnation Ordinance for 80th St NE Non-Motorized Project	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The 80th St NE Non-Motorized project will include the restriping 80th St NE from State Ave to 47th Ave to remove parking and provide bicycle lanes. The project will also include the construction of curb, gutter, drainage, sidewalk and a bicycle lane on the south side of 80th St NE from 47th Ave NE to 51st Ave NE.

This project is underway and the City has been contacting property owners regarding right-of-way acquisitions that are necessary to complete the project. The City intends to acquire necessary right-of-way through negotiations if at all possible.

The city has two reasons for considering authorizing the use of eminent domain at this time. First, the procedural requirements to authorize eminent domain through an ordinance take considerable time and coordination. If the city were to wait to take this step, it might interfere with construction timelines and delay the project. The ordinance only authorizes the city to use eminent domain, but does not require it to do so. Second, if the sale of property takes place under “threat” of eminent domain (the “threat” would be established by the ordinance), the seller does not need to pay the real estate excise tax that he or she would otherwise be required to pay. WAC 458-61A-206 (copy attached). The tax is currently 1.15% in the city.

RECOMMENDED ACTION: Staff recommends that the Council consider approving the condemnation ordinance for the 80th St NE Non-Motorized Project.

RECOMMENDED MOTION: I move to approve Ordinance No. ___ authorizing the city to use eminent domain to acquire property for the 80th St NE Non-Motorized Project.

WAC 458-61A-206 Condemnation proceedings. (1) Introduction.

Transfers of real property to a governmental entity under an imminent threat of the exercise of eminent domain, a court judgment or settlement with a governmental entity based upon a claim of inverse condemnation, or as a result of the actual exercise of eminent domain, are not subject to the real estate excise tax.

(2) **Transfer must be to a governmental entity.** To qualify for this exemption, the threat of condemnation or the exercise of eminent domain must be made by a governmental entity with the actual power to exercise eminent domain.

(3) **Threat to exercise eminent domain must be imminent.** To qualify for this exemption, the governmental entity must have either filed condemnation proceedings against the seller/grantee; or:

(a) The governmental entity must have notified the seller in writing of its intent to exercise its power of eminent domain prior to the sale; and

(b) The governmental entity must have the present ability and authority to use its power of eminent domain against the subject property at the time of sale; and

(c) The governmental entity must have specific statutory authority authorizing its power of eminent domain for property under the conditions presented.

(4) **Inverse condemnation.** Inverse condemnation occurs when the government constructively takes real property even though formal eminent domain proceedings are not actually taken against the subject property. The seller must have a judgment against the governmental entity, or a court approved settlement, based upon inverse condemnation to claim the exemption.

(5) **Examples.** The following examples, while not exhaustive, illustrate some of the circumstances in which a sale to a governmental entity may or may not be exempt on the basis of condemnation or threat of eminent domain. The status of each situation must be determined after a review of all the facts and circumstances.

(a) The Jazz Port school district wants to purchase property for a new school. An election has been held to authorize the use of public funds for the purchase, and the general area for the site has been chosen. In order to proceed, the district will need to obtain a five-acre parcel owned by the Fairwood family. The district has been granted authority to obtain property by the use of eminent domain if required. The district has notified the Fairwoods in writing of its intention to exercise its powers of eminent domain if necessary to obtain the land. The Fairwoods, rather than allowing the matter to proceed to court, agree to sell the parcel to the Jazz Port district. The school district will use the parcel for construction of the new school. The conveyance from the Fairwoods to Jazz Port school district is exempt from real estate excise tax because the transfer was made under the imminent threat of the exercise of eminent domain.

(b) The Sonata City Parks Department has the authority to obtain land for possible future development of parks. The department would like to obtain waterfront property for preservation and future development. They approach Frankie and Chaz Friendly with an offer to purchase the Friendlys' 20-acre waterfront parcel. The Parks Department does not have a current appropriation for actual construction of a park on the site, and the City Council has not specifically authorized an exercise of eminent domain to obtain the subject property. The conveyance from the Friendlys to the city is subject to the real estate

excise tax, because the transfer was not made under the imminent threat of the exercise of eminent domain.

[Statutory Authority: RCW 82.45.150, 82.32.300, and 82.01.060. WSR 14-06-060, § 458-61A-206, filed 2/28/14, effective 3/31/14. Statutory Authority: RCW 82.32.300, 82.01.060(2), and 82.45.150. WSR 05-23-093, § 458-61A-206, filed 11/16/05, effective 12/17/05.]

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON DECLARING PUBLIC USE AND NECESSITY FOR LAND AND PROPERTY TO BE CONDEMNED FOR THE PURPOSE OF MAKING IMPROVEMENTS TO 80TH ST NE FROM APPROXIMATELY STATE AVENUE TO 51ST AVE NE; AND AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING, DAMAGING AND ACQUISITION OF LAND AND OTHER PROPERTY AND PAYMENT FROM THE GENERAL FUND.

WHEREAS, the City Council of the City of Marysville (hereinafter the "City") finds as follows:

1. The 80th St NE Non-Motorized project will include the restriping 80th St NE from State Ave to 47th Ave to remove parking and provide bicycle lanes. The project will also include the construction of curb, gutter, drainage, sidewalk and a bicycle lane on the south side of 80th St NE from 47th Ave NE to 51st Ave NE; and

2. The City has conducted engineering and traffic studies and determined that it will be necessary to acquire portions properties for the street improvements as depicted in **EXHIBIT A** and more specifically described in **EXHIBIT B**, attached hereto and incorporated herein by this reference; and

3. The project is necessary to meet the city's goals for safe pedestrian and bicycle travel; and

4. The project is necessary to enhance the city's stormwater drainage and conveyance system; and

5. Efforts are now on-going to acquire the properties necessary for this public use by negotiation; and

6. In the event that negotiated acquisition is not fully successful in advance of the anticipated commencement and construction, it is essential that the City be prepared to initiate condemnation proceedings so that the project can be timely constructed; and

7. Public safety, convenience, use and necessity demand the acquisition of several parcels of property, easement, and/or temporary construction easements to wit: 4728 80th St NE; 4804 80th St NE; 4814 80th St NE; 4828 80th St NE; 5004 80th St NE; 7923 47th Ave NE, Marysville, Washington; and

8. The entire cost of the acquisition provided by this ordinance shall be paid by the following funds of the City:

FEDERAL GRANT FUND
TRANSPORTATION BENEFIT DISTRICT FUND

or such other general funds of the City as may be provided by law.

9. The City may be unable to agree with the property owners upon the compensation to be paid for the properties identified in **EXHIBIT B** or it may not be feasible to clear title without condemnation proceedings.

10. The City has authority pursuant to chapter 8.12 RCW to acquire, if necessary, title to real property for public purposes. Improvement of the City's road system and stormwater drainage and conveyance system is a public purpose.

11. The proposed improvement is for restriping 80th St NE from State Ave to 47th Ave to remove parking and provide bicycle lanes. The project will also include the construction of curb, gutter, drainage, sidewalk and a bicycle lane on the south side of 80th St NE from 47th Ave NE to 51st Ave NE, which is a permanent public use and is reasonably necessary for the purposes for which it is sought.

12. Notice of the planned final action authorizing the condemnation of the property described in Exhibits A and B has been given to the owner(s) of said property and published in the Everett Herald and Marysville Globe in accordance with the provisions of RCW 8.25.290.

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

Section 1. 80th Street Non-Motorized Project is a Public Use. The 80th Street Non-Motorized project is a public use. The improvement will be owned by the City of Marysville and open for vehicle, pedestrian, and bicycle travel by members of the public.

1. Section 2. Determination of Necessity. Acquisition of the properties depicted in Exhibit A and legally described in Exhibit B, both of which are attached and incorporated by this reference (the "Properties"), is necessary to construct the 80th St Non-Motorized project. If the Properties are not acquired and the project is not constructed, traffic movement and safety along the 80th Street NE will be severely negatively impacted. Connecting to existing infrastructure, this project will help achieve the Transportation Element's Priority Pedestrian System Plan and Bicycle System Plan adopted in the 2015 City of Marysville Comprehensive Plan.

Section 3. Condemnation. Under the authority of chapter 8.12 RCW, the Properties shall be condemned and acquired by the City of Marysville, after just compensation having been first made or paid into court for the owner(s) in the manner prescribed by law.

Section 4. Authorization. The City Attorney and/or his designees are hereby authorized to commence and prosecute condemnation proceedings for the Properties in the manner provided by law, to determine and make or pay just compensation, and to take such other steps as they deem necessary to complete the acquisition of the Properties including to enter into settlements to mitigate damages.

Section 5. Compensation. Compensation shall be paid to the owners of the property identified in Exhibits A and B, and the cost of acquisition and the costs of litigation shall be paid from the City's General Fund.

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. 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:

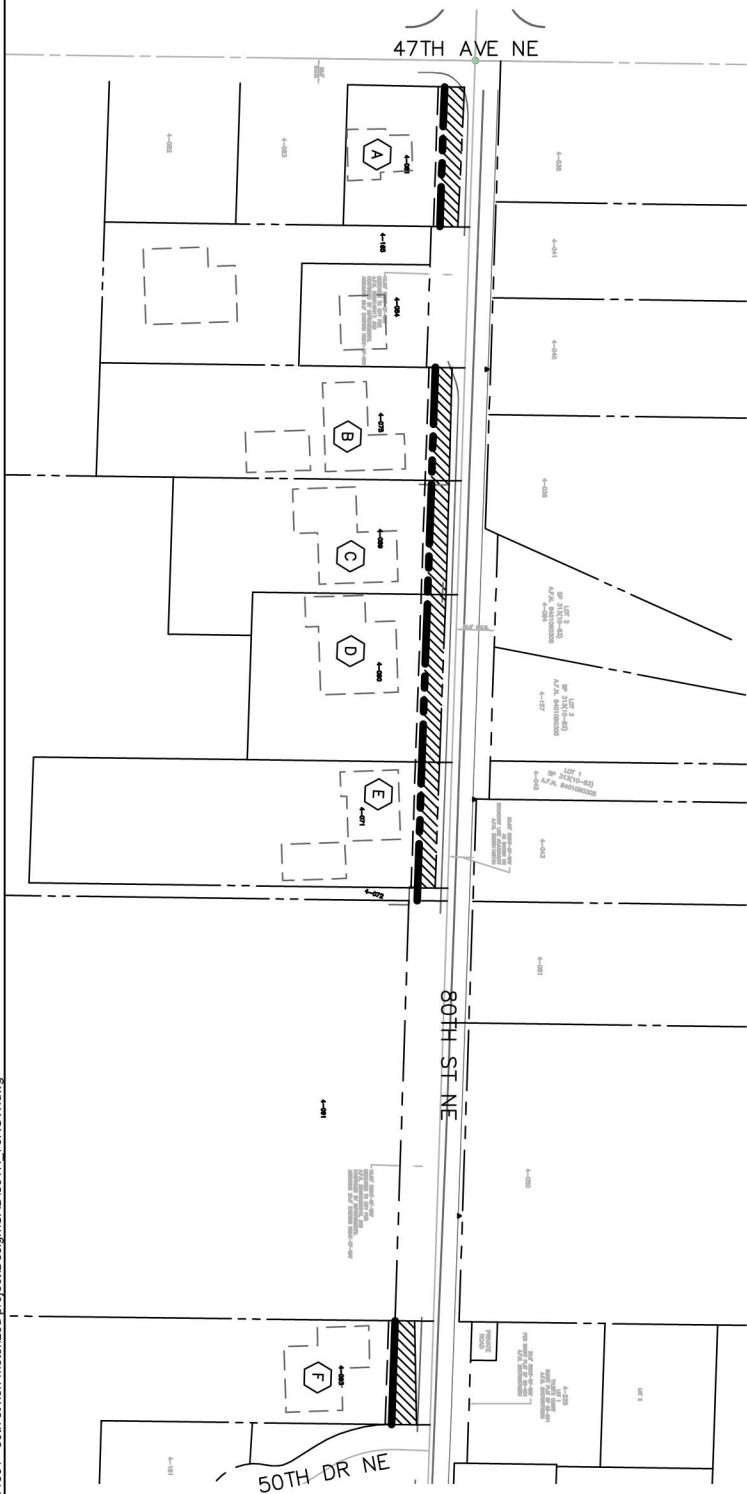
By _____
JON WALKER, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

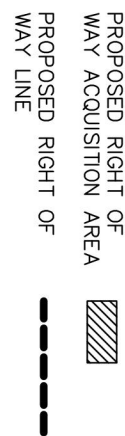
EXHIBIT A

Parcel Sketch



PARCEL DETAILS	
PARCEL	ADDRESS
A	30052100408100 7923 47TH AVE NE
B	30052100407500 4728 80TH ST NE
C	30052100408900 4804 80TH ST NE
D	30052100409000 4814 80TH ST NE
E	30052100407100 4828 80TH ST NE
F	30052100409300 5004 80TH ST NE

LEGEND:



S:\Eng\Projects\transportation\1801 - 80th st non-motorized project\Design\CAD\80TH_ZOROW.dwg

	80TH ST NON-MOTORIZED 30500030.563000; R1801	RIGHT-OF-WAY EXHIBIT MAP	5.5.2021 DATE
	CITY OF MARYSVILLE PUBLIC WORKS DEPARTMENT 80 COLUMBIA AVE MARYSVILLE, WA 98270 (360) 363-8100	SECTION 21, TOWNSHIP 30 N, RANGE E, W.M.	01 of 01 NUMBER

EXHIBIT B

EXHIBIT A

Tax Account No. 30052100408100

PARCEL A

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WESTOVER ROAD AND THE EAST LINE OF LIBERTY ROAD; THENCE SOUTH 89°07' EAST ALONG THE SOUTH LINE OF WESTOVER ROAD 110 FEET; THENCE SOUTH 0°30' EAST PARALLEL TO THE EAST LINE OF LIBERTY ROAD 98.9 FEET; THENCE NORTH 89°07' WEST 110 FEET TO THE EAST LINE OF LIBERTY STREET; THENCE NORTH 0°30' WEST ALONG THE EAST LINE OF LIBERTY STREET 98.9 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RIGHT-OF-WAY ACQUISITION

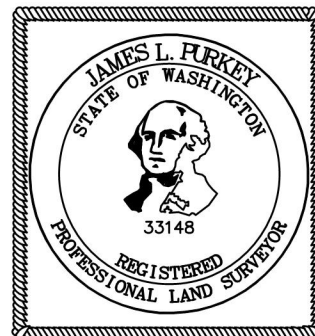
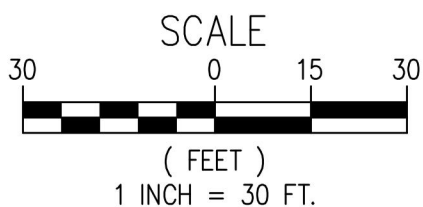
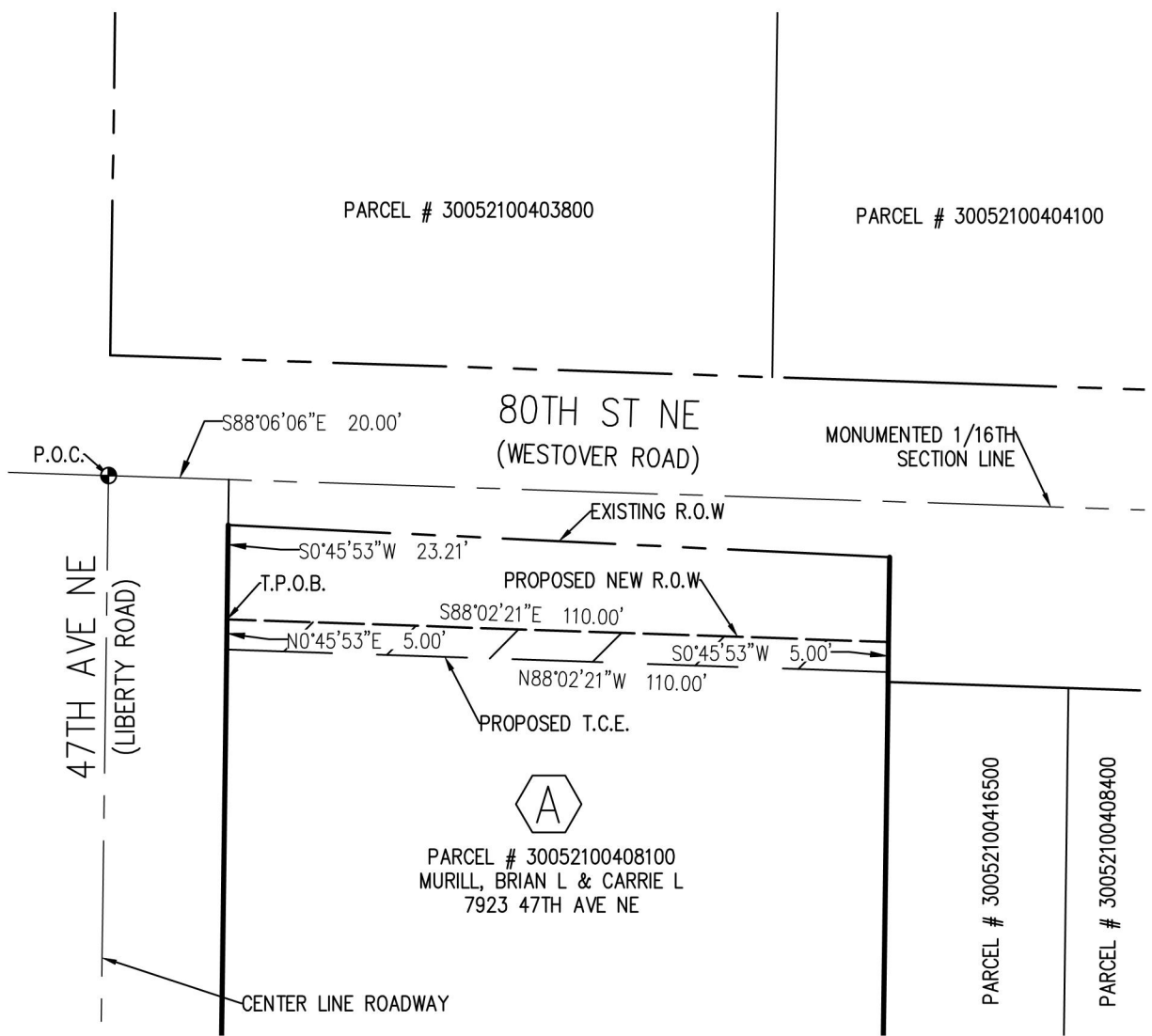
A PORTION OF THE ABOVE PARCEL A DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT AT THE INTERSECTION OF 80TH ST NE (WESTOVER ROAD) AND 47TH AVE NE (LIBERTY ROAD); THENCE S 88° 06' 06" E ALONG THE 1/16 SECTION LINE, A DISTANCE OF 20.00 FEET; THENCE S 00° 45' 53" W, A DISTANCE OF 7.55 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 87° 12' 41" E, A DISTANCE OF 110.05 FEET; THENCE S 00° 45' 53" W, A DISTANCE OF 14.07 FEET; THENCE N 88° 02' 21" W, A DISTANCE OF 110.00 FEET; THENCE N 00° 45' 53" E, A DISTANCE OF 15.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,635 SQUARE FEET +/-

EXHIBIT B

SE 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.



P.O.C. - POINT OF COMMENCEMENT
 P.O.B. - POINT OF BEGINNING
 R.O.W. - RIGHT OF WAY
 T.C.E. - TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B TEMP. CONST. EASEMENT CITY OF MARYSVILLE 80TH ST NE	DRAWING INFO	SHEET INFO	<p>19201 120th Ave NE, Suite 201 Bothell, WA 98011 425-951-4800 www.nv5.com</p>
	PARCEL A	DRAWN CEH	
	229420-E000115-TCE	CHECKED JLP	
	1" = 30'	LAST EDIT 3/26/2021	
		PLOT DATE 4/1/2021	

EXHIBIT A

Tax Account No. 30052100407500

PARCEL B

A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WESTOVER ROAD AND EAST LINE OF LIBERTY STREET; THENCE EAST ALONG THE SOUTH LINE OF WESTOVER ROAD FOR 220 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EAST TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE SOUTH 275 FEET, MORE OR LESS, TO POINT 360 FEET NORTH OF THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE WEST TO A POINT THAT IS 220 FEET EAST OF THE EAST LINE OF LIBERTY STREET AND 360 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE NORTH TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RIGHT-OF-WAY ACQUISITION

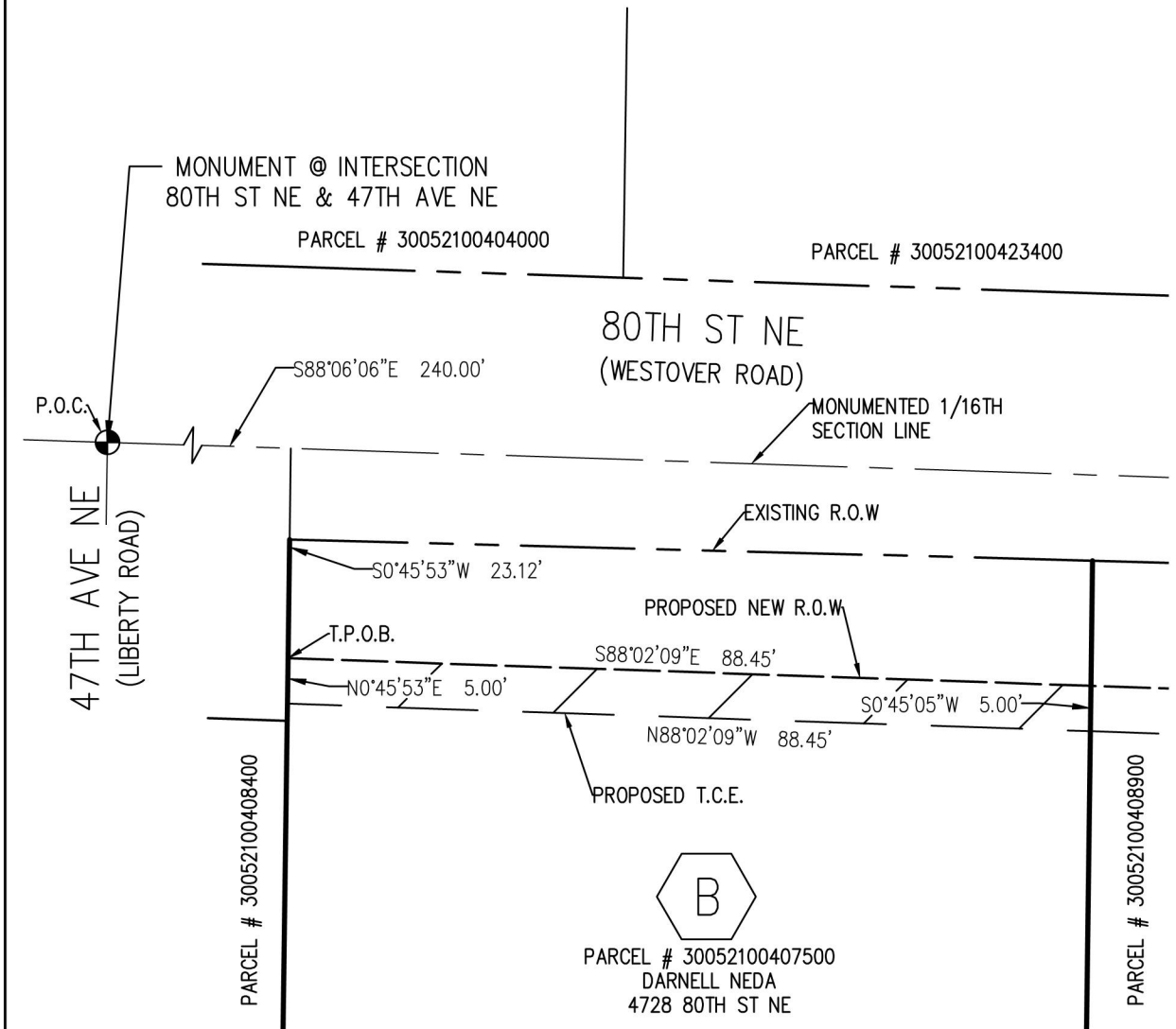
A PORTION OF THE ABOVE PARCEL B DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT AT THE INTERSECTION OF 80TH ST NE (WESTOVER ROAD) AND 47TH AVE NE (LIBERTY ROAD); THENCE S 88° 06' 06" E ALONG THE 1/16 SECTION LINE, A DISTANCE OF 240.00 FEET; THENCE S 00° 45' 53" W, A DISTANCE OF 10.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 88° 29' 18" E, A DISTANCE OF 88.43 FEET; THENCE S 00° 45' 53" W, A DISTANCE OF 13.78 FEET; THENCE N 88° 02' 09" W, A DISTANCE OF 88.45 FEET; THENCE N 00° 45' 53" E, A DISTANCE OF 13.08 FEET TO THE POINT OF BEGINNING.

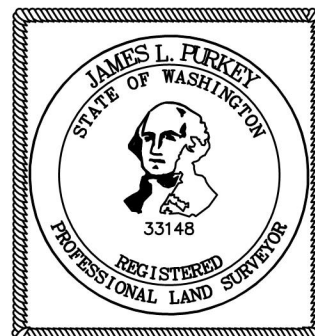
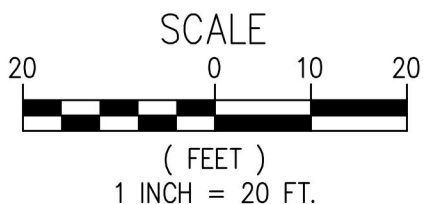
CONTAINING 1,188 SQUARE FEET +/-

EXHIBIT B

SE 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.



TEMPORARY CONSTRUCTION EASEMENT AREA - 442 SQUARE FEET +/-



P.O.C. - POINT OF COMMENCEMENT
 P.O.B. - POINT OF BEGINNING
 R.O.W. - RIGHT OF WAY
 T.C.E. - TEMPORARY CONSTRUCTION EASEMENT


EXHIBIT B TEMP. CONST. EASEMENT CITY OF MARYSVILLE 80TH ST NE	DRAWING INFO	SHEET INFO	 19201 120th Ave NE, Suite 201 Bothell, WA 98011 425-951-4800 www.nv5.com
	PARCEL B	DRAWN CEH	
	229420-E000115-TCE	CHECKED JLP	
	1" = 20'	LAST EDIT 3/26/2021	
		PLOT DATE 4/1/2021	

EXHIBIT A

Tax Account No. 30052100408900

PARCEL C

A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 01°23'43" EAST ALONG THE WEST LINE THEREOF FOR 221.31 FEET; THENCE SOUTH 88°32'13" EAST FOR 117.34 FEET; THENCE NORTH 03°37'48" EAST FOR 64.88 FEET TO THE SOUTH LINE OF THE NORTH 160.0 OF THE EAST 131.0 FEET OF THE WEST 220.0 FEET OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°43'48" WEST ALONG THE SOUTH LINE THEREOF FOR 33.79 FEET TO THE SOUTHWEST CORNER OF SAID EAST 131.0 FEET OF THE WEST 220.0 FEET OF THE NORTH 160.0 FEET THEREOF; THENCE NORTH 01°23'43" WEST ALONG THE WEST LINE THEREOF FOR 160.02 FEET TO THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°43'48" WEST ALONG THE NORTH LINE THEREOF FOR 89.12 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE COUNTY ROAD (80TH ST. NE)

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RIGHT-OF-WAY ACQUISITION

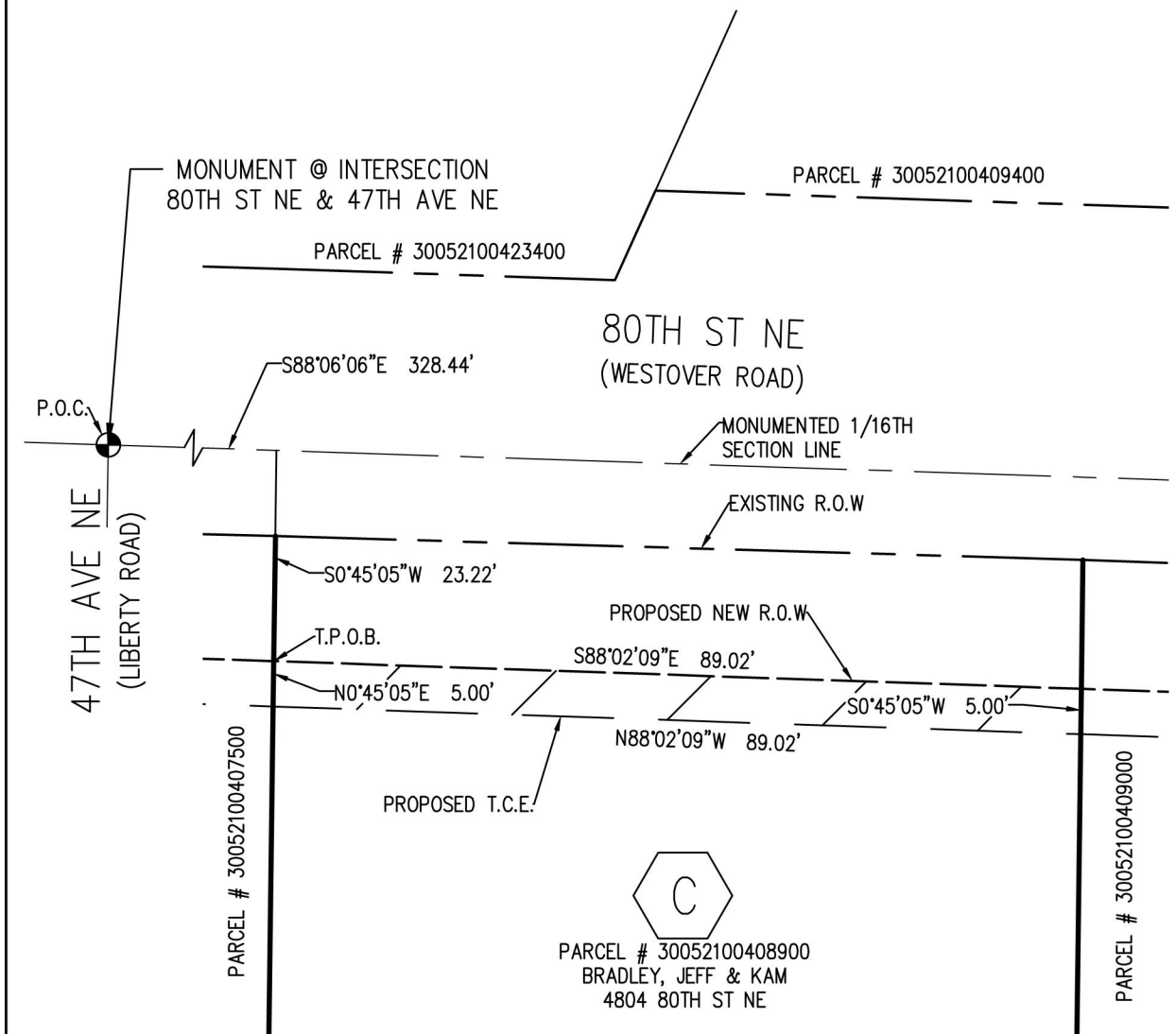
A PORTION OF THE ABOVE PARCEL C DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT AT THE INTERSECTION OF 80TH ST NE (WESTOVER ROAD) AND 47TH AVE NE (LIBERTY ROAD); THENCE S 88° 06' 06" E ALONG THE 1/16 SECTION LINE, A DISTANCE OF 328.44 FEET; THENCE S 00° 45' 05" W, A DISTANCE OF 9.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 88° 18' 49" E, A DISTANCE OF 89.02 FEET; THENCE S 00° 45' 05" W, A DISTANCE OF 14.21 FEET; THENCE N 88° 02' 09" W, A DISTANCE OF 89.02 FEET; THENCE N 00° 43' 53" E, A DISTANCE OF 13.78 FEET TO THE POINT OF BEGINNING.

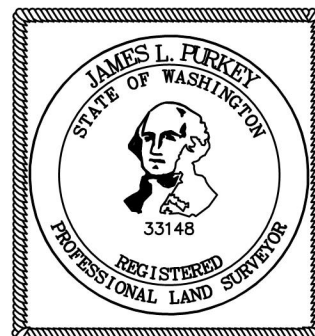
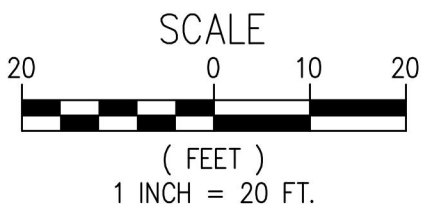
CONTAINING 1,246 SQUARE FEET +/-

EXHIBIT B

SE 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.



TEMPORARY CONSTRUCTION EASEMENT AREA - 445 SQUARE FEET +/-



P.O.C. - POINT OF COMMENCEMENT
 P.O.B. - POINT OF BEGINNING
 R.O.W. - RIGHT OF WAY
 T.C.E. - TEMPORARY CONSTRUCTION EASEMENT

<p>EXHIBIT B TEMP. CONST. EASEMENT CITY OF MARYSVILLE 80TH ST NE</p>	<p>DRAWING INFO</p> <p>PARCEL C</p>	<p>SHEET INFO</p> <p>DRAWN CEH</p>	<p>NV5</p> <p>19201 120th Ave NE, Suite 201 Bothell, WA 98011 425-951-4800 www.nv5.com</p>
	<p>229420-E000115-TCE</p>	<p>CHECKED JLP</p>	
	<p>1" = 20'</p>	<p>LAST EDIT 3/26/2021</p>	
		<p>PLOT DATE 4/1/2021</p>	

EXHIBIT A

Tax Account No. 30052100409000

PARCEL D

ALL THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE EAST ALONG THE NORTH LINE OF SAID SUBDIVISION 89 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE EAST ALONG SAID NORTH LINE FOR 131 FEET; THENCE SOUTH 160 FEET; THENCE WEST PARALLEL TO NORTH LINE OF SAID SUBDIVISION FOR 131 FEET; THENCE NORTH 160 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT WESTOVER ROAD.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RIGHT-OF-WAY ACQUISITION

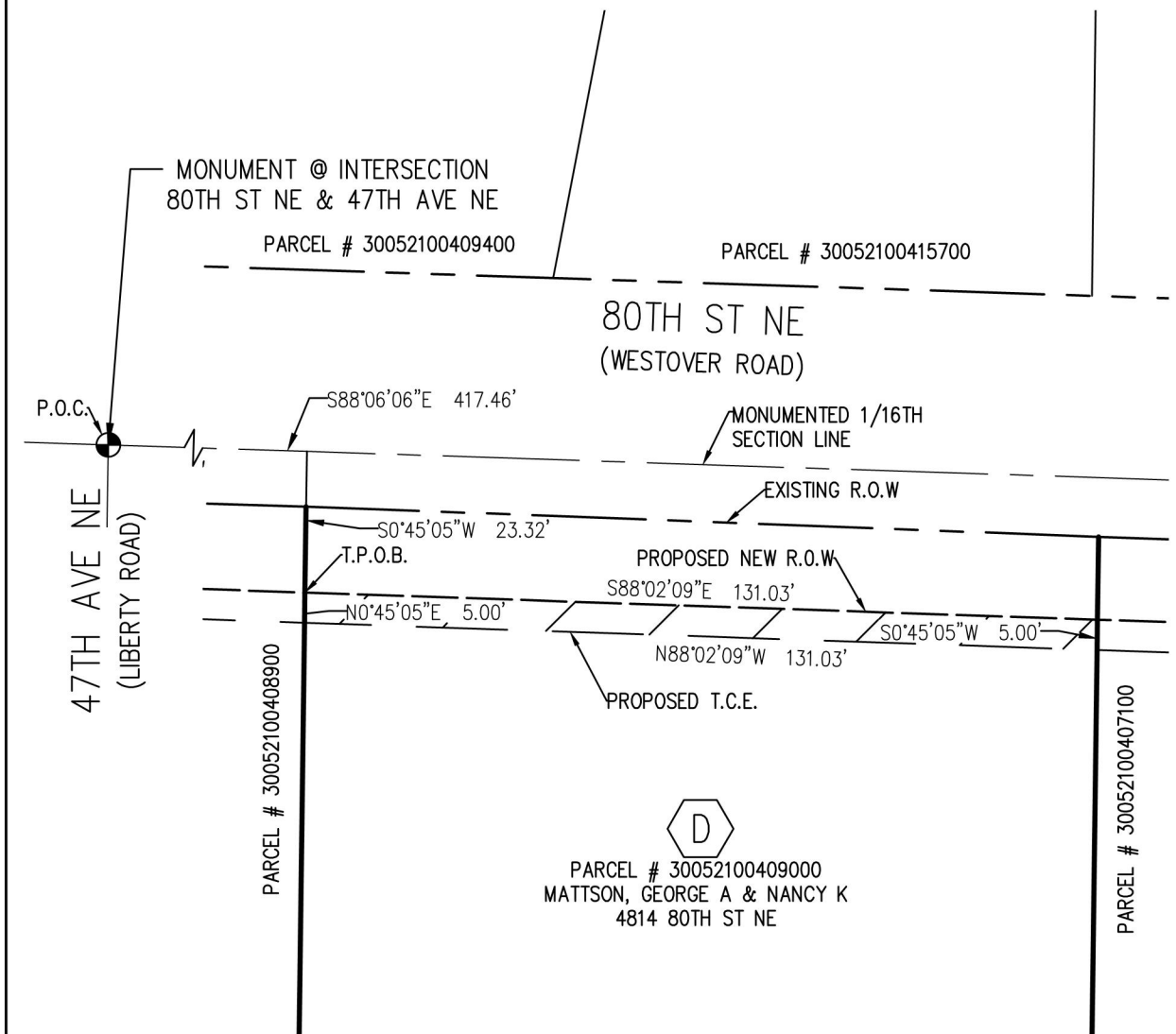
A PORTION OF THE ABOVE PARCEL D DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT AT THE INTERSECTION OF 80TH ST NE (WESTOVER ROAD) AND 47TH AVE NE (LIBERTY ROAD); THENCE S 88° 06' 06" E ALONG THE 1/16 SECTION LINE, A DISTANCE OF 417.46 FEET; THENCE S 00° 45' 05" W, A DISTANCE OF 9.11 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 87° 48' 36" E, A DISTANCE OF 131.04 FEET; THENCE S 00° 45' 05" W, A DISTANCE OF 13.70 FEET; THENCE N 88° 02' 09" W, A DISTANCE OF 131.03 FEET; THENCE N 00° 45' 05" E, A DISTANCE OF 14.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,828 SQUARE FEET +/-

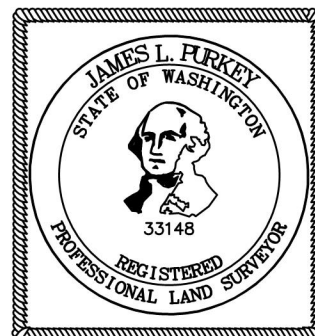
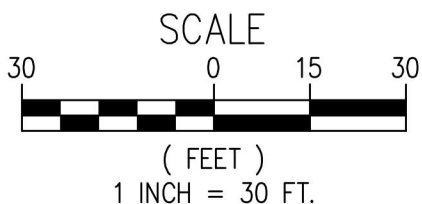
EXHIBIT B

SE 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.




 PARCEL # 30052100409000
 MATTSON, GEORGE A & NANCY K
 4814 80TH ST NE

TEMPORARY CONSTRUCTION EASEMENT AREA - 665 SQUARE FEET +/-



P.O.C. - POINT OF COMMENCEMENT
 P.O.B. - POINT OF BEGINNING
 R.O.W. - RIGHT OF WAY
 T.C.E. - TEMPORARY CONSTRUCTION EASEMENT


EXHIBIT B TEMP. CONST. EASEMENT CITY OF MARYSVILLE 80TH ST NE	DRAWING INFO	SHEET INFO	 <small>19201 120th Ave NE, Suite 201 Bothell, WA 98011 425-951-4800 www.nv5.com</small>
	PARCEL D	DRAWN CEH	
	229420-E000115-TCE	CHECKED JLP	
	1" = 30'	LAST EDIT 3/26/2021	
		PLOT DATE 4/1/2021	

EXHIBIT A

Tax Account No. 30052100407100

PARCEL E

THE NORTH 377 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE NORTH 20 FEET THEREOF FOR 80TH STREET NORTHEAST RIGHT-OF-WAY;

AND EXCEPT THE WEST 220 FEET THEREOF;

AND EXCEPT THE EAST 10 FEET THEREOF.

RIGHT-OF-WAY ACQUISITION

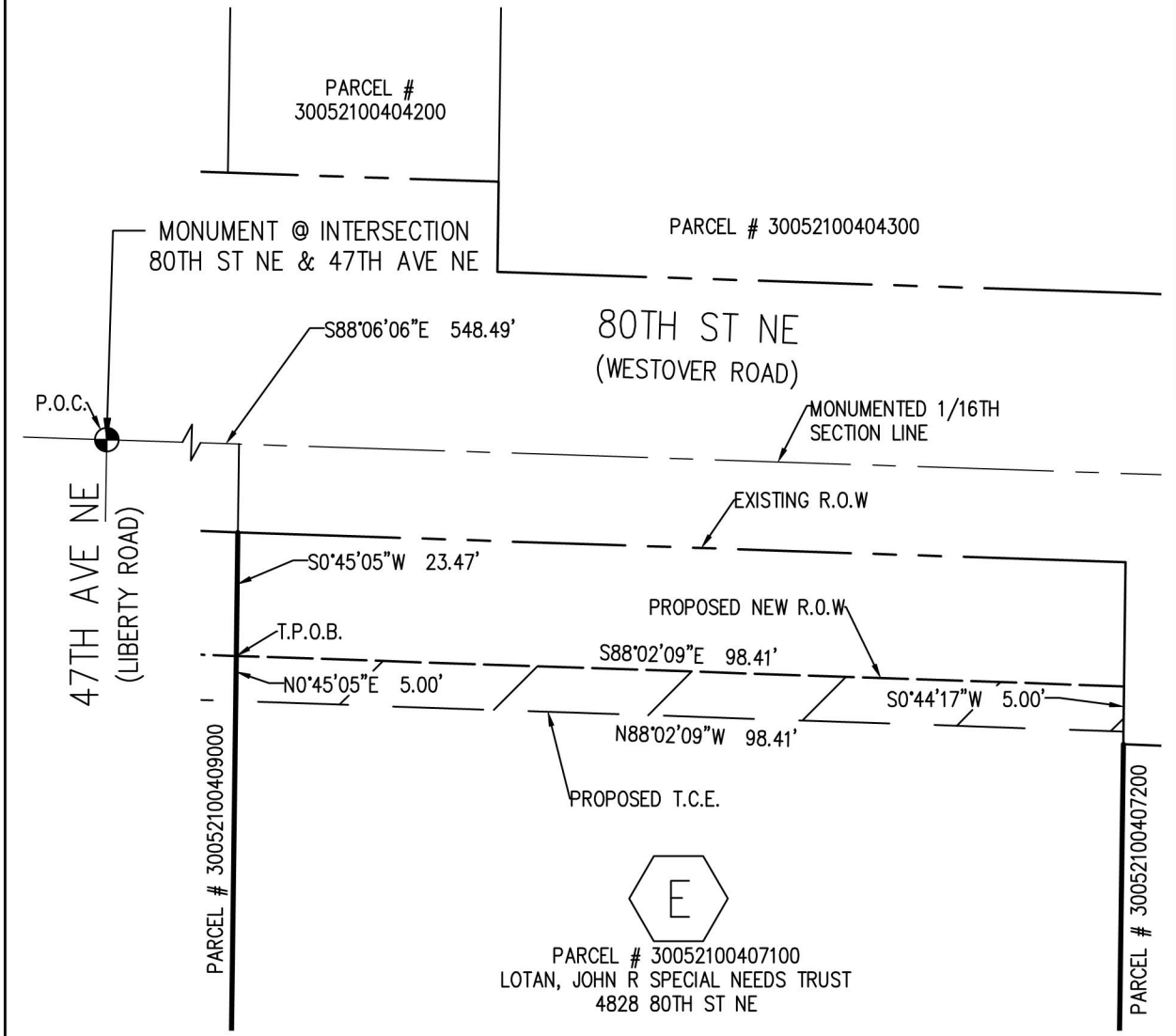
A PORTION OF THE ABOVE PARCEL E DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT AT THE INTERSECTION OF 80TH ST NE (WESTOVER ROAD) AND 47TH AVE NE (LIBERTY ROAD); THENCE S 88° 06' 06" E ALONG THE 1/16 SECTION LINE, A DISTANCE OF 548.49 FEET; THENCE S 00° 45' 05" W, A DISTANCE OF 9.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 88° 03' 40" E, A DISTANCE OF 98.40 FEET; THENCE S 00° 44' 17" W, A DISTANCE OF 13.74 FEET; THENCE N 88° 02' 09" W, A DISTANCE OF 98.41 FEET; THENCE N 00° 45' 05" E, A DISTANCE OF 13.70 FEET TO THE POINT OF BEGINNING.

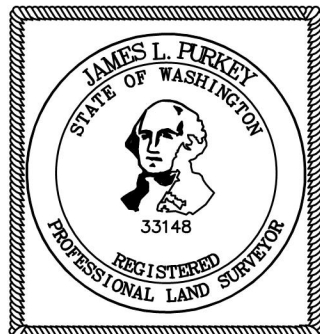
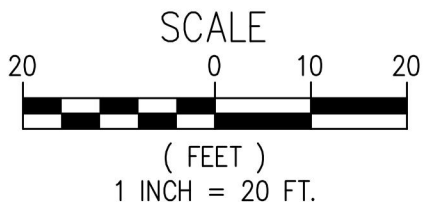
CONTAINING 1,350 SQUARE FEET +/-

EXHIBIT B

SE 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.



TEMPORARY CONSTRUCTION EASEMENT AREA - 492 SQUARE FEET +/-



P.O.C. - POINT OF COMMENCEMENT
 P.O.B. - POINT OF BEGINNING
 R.O.W. - RIGHT OF WAY
 T.C.E. - TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B TEMP. CONST. EASEMENT CITY OF MARYSVILLE 80TH ST NE	DRAWING INFO	SHEET INFO	<p>19201 120th Ave NE, Suite 201 Bothell, WA 98011 425-951-4800 www.NV5.com</p>
	PARCEL E	DRAWN CEH	
	229420-E000115-TCE	CHECKED JLP	
	1" = 20'	LAST EDIT 3/26/2021	
		PLOT DATE 4/1/2021	

EXHIBIT A

Tax Account No. 30052100409300

PARCEL F

THE WEST 81 FEET OF THE NORTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE SOUTH 66 FEET THEREOF; AND

EXCEPT COUNTY ROAD;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RIGHT-OF-WAY ACQUISITION

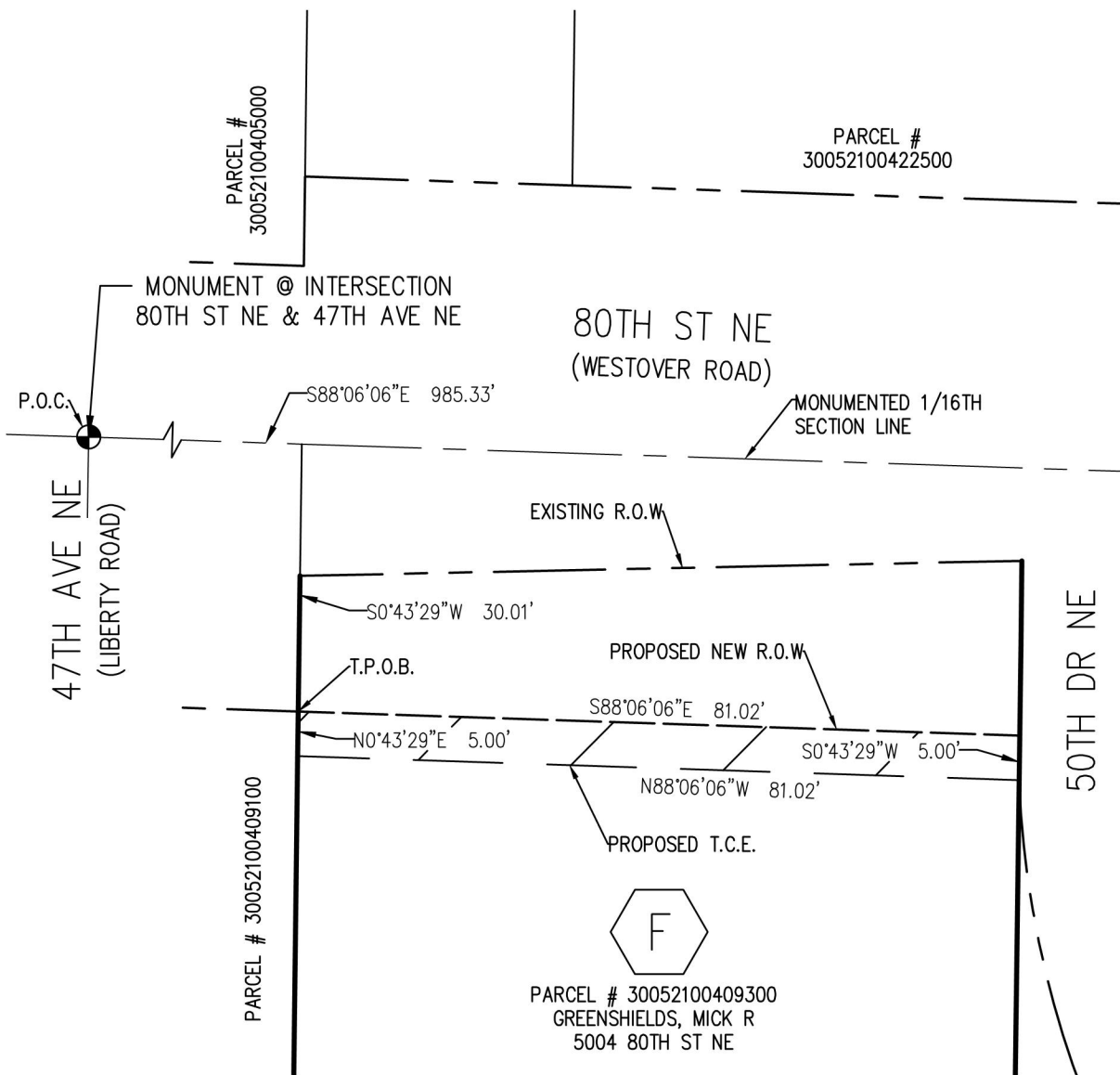
A PORTION OF THE ABOVE PARCEL F DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT AT THE INTERSECTION OF 80TH ST NE (WESTOVER ROAD) AND 47TH AVE NE (LIBERTY ROAD); THENCE S 88° 06' 06" E ALONG THE 1/16 SECTION LINE, A DISTANCE OF 985.33 FEET; THENCE S 00° 43' 29" W, A DISTANCE OF 14.79 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 88° 48' 03" E, A DISTANCE OF 81.05 FEET; THENCE S 00° 43' 29" W, A DISTANCE OF 19.60 FEET; THENCE N 88° 06' 06" W, A DISTANCE OF 81.02 FEET; THENCE N 00° 43' 29" E, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

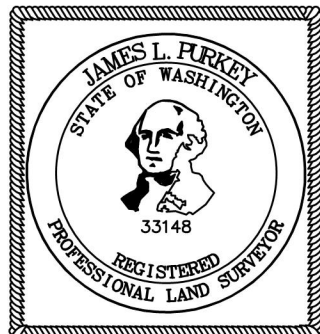
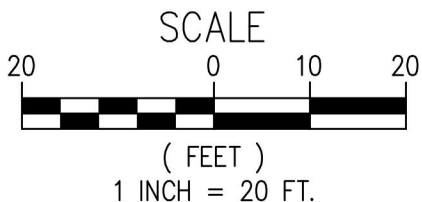
CONTAINING 1,410 SQUARE FEET +/-

EXHIBIT B


SE 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.



TEMPORARY CONSTRUCTION EASEMENT AREA - 405 SQUARE FEET +/-



P.O.C. - POINT OF COMMENCEMENT
 P.O.B. - POINT OF BEGINNING
 R.O.W. - RIGHT OF WAY
 T.C.E. - TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B TEMP. CONST. EASEMENT CITY OF MARYSVILLE 80TH ST NE	DRAWING INFO	SHEET INFO	 19201 120th Ave NE, Suite 201 Bothell, WA 98011 425-951-4800 www.NV5.com
	PARCEL F	DRAWN CEH	
	229420-E000115-TCE	CHECKED JLP	
	1" = 20'	LAST EDIT 3/26/2021	
		PLOT DATE 4/1/2021	

Update
Index # 23

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 13, 2021

AGENDA ITEM:	
Hotel/Motel Committee Recommendations	
PREPARED BY:	DIRECTOR APPROVAL:
Leah Tocco, Executive Services Coordinator	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Hotel/Motel Committee is required to be appointed annually by Council.

Councilmember Steve Muller has been previously appointed to serve as the committee chairperson representing the City Council on the committee.

The following members are requested to be appointed by Council for 2021/2022:

- Matthew Rosenthal – Holiday Inn Express
- Duane Ennis – La Quinta Inn and Suites
- Mary Kirkland, Marysville Downtown Merchants Association
- Ivonne Sepulveda – Marysville Tulalip Chamber of Commerce

RECOMMENDED ACTION:

Staff recommends that Council approve the Hotel/Motel Committee members for 2021/2022.

Update
Index # 24

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 13, 2021

AGENDA ITEM:	
Community Beautification Grant Award Approval	
PREPARED BY:	DIRECTOR APPROVAL:
Leah Tocco, Executive Services Coordinator	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
00199524 548000 G1703	\$30,600.00
SUMMARY: The Community Beautification Program Grant Review Committee convened on August 16, 2021 to review grant applications received. The committee recommended awarding \$30,600 to the following applicants.	

Meadow Park Neighborhood \$7,500.00

Installation of basketball hoops, striping of basketball court, purchasing and installation of metal bench and picnic tables, purchase soccer goals for field, reseeding of grass, purchase small shed for storage of maintenance equipment and removal of remaining debris and blackberry bushes after neighborhood work party cleared the field.

Spoon & Straw \$7,500.00

Design and installation of outdoor deck and seating adjacent to business along 3rd Street for community gathering space. Application requested funding for additional business signage; the committee does not recommend funding business signage.

Downtown Marysville Merchants Association \$2,000.00

Refurbishment of 5 wood benches along 3rd Street.

3rd Street Books \$6,100.00

Installation of gazebo patio cover, purchase outdoor seating and décor for an event pavilion adjacent to the business along 3rd Street.

Borders/Kirkland LLC \$7,500.00

Purchase and install 7 outdoor bistro sets along 3rd Street.

El Dorado Hills Do not recommend funding

Request was for improvements of private property.

RECOMMENDED ACTION: Staff recommends the City Council consider approving the Community Beautification Program Grant Review Committee's recommendation on award funding.
