

**Marysville City Council Meeting**

**June 26, 2017**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

A. Mayor’s Employee Excellence Award

B. Employee Services Awards

C. Convoy of Hope

**Audience Participation**

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

1. Consider the May 8, 2017 City Council Meeting Minutes

2. Consider the May 22, 2017 City Council Meeting Minutes

**Consent**

3. Consider the June 7, 2017 Claims in the Amount of \$2,473,288.96; Paid by EFT Transactions and Check Numbers 117140 through 117317 with No Check Numbers Voided

4. Consider the June 14, 2017 Claims in the Amount of \$1,092,244.46; Paid by EFT Transactions and Check Numbers 117318 through 117514 with Check Numbers 110367, 113762, 114858 and 117045 Voided

**Review Bids**

**Public Hearings**

**New Business**

5. Consider the Professional Services Agreement Supplemental No. 3 with James G Murphy Co. to Provide Auctioneering Services

6. Consider the Interlocal Agreement with the City of Anacortes for Outdoor Video Services

## Marysville City Council Meeting

**June 26, 2017**

**7:00 p.m.**

**City Hall**

7. Consider the Interlocal Agreement with the City of Lake Stevens for Outdoor Video Services
8. Consider the Interlocal Agreement with the City of Stanwood for Outdoor Video Services
9. Consider the Interlocal Agreement with the City of Kenmore for Outdoor Video Services
10. Consider an **Ordinance** Amending Chapter 6.30 of the Municipal Code Regarding Public Indecency
11. Consider a **Resolution** Modifying the Boundaries of the “Stay Out Of Drug Areas” (SODA) Established By Resolution 2319
13. Consider the Water Resources Job Description and Establish the Position at Pay Code M5 of the Management Pay Grid
14. Consider the Addition of the Water/Solid Waste Operations Supervisor position for the 2017-18 Budget, Approve the Water/Solid Waste Operations Supervisor Job Description and Establish the Position at Pay Code M4 of the Management Pay Grid
15. Consider the Application for the Marysville Downtown Merchants Association to Conduct a Special Event on Saturday, July 8, 2017, Including the Street Closure of 3<sup>rd</sup> Street between State Avenue and Columbia Avenue, as Requested by the Applicant
16. Consider the Interlocal Agreement for Facilitation Services

### **Legal**

#### **Mayor’s Business**

12. Reappointment to Salary Commission: Steven Edin

#### **Staff Business**

#### **Call on Councilmembers**

#### **Adjournment/Recess**

#### **Executive Session**

- A. Litigation

**Marysville City Council Meeting****June 26, 2017****7:00 p.m.****City Hall**

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

# *Index #1*



<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Approval of the Agenda</b>	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
National Police Week/Peace Officer's Day Proclamation	Presented
Emergency Medical Services Week Proclamation	Presented
<b>Audience Participation</b>	Held
<b>Approval of Minutes</b>	
Consider the April 3, 2017 City Council Work Session Minutes	Approved
<b>Consent Agenda</b>	
Consider the April 19, 2017 Claims in the Amount of \$854,390.16; Paid by EFT Transactions and Check Numbers 116112 through 116301 with Check Number 115837 Voided	Approved
Consider Approving the April 20, 2017 Payroll in the Amount \$1,013,660.02; Paid by EFT Transactions and Check Numbers 30695 through 30720	Approved
Consider Approving the Public Works Contract with Backstrom Curb and Sidewalk, Inc. in the Amount of \$37,125.00 plus Sales Tax of 9.10% in the Amount of \$3,378.37 for a Total Project of \$40,503.37	Approved
Consider Approving the April 26, 2017 Claims in the Amount of \$246,430.33; Paid by EFT Transactions and Check Numbers 116302 through 116422 with No Check Numbers Voided	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
Consider Approving an <b>Ordinance</b> of the City of Marysville Levying EMS Taxes Upon all Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2018	Hearing Held Approved Ord. No. 3056
<b>New Business</b>	
Consider Approving the Master Permit Agreement with Maryfest Inc. to Permit All Activities within the Proposed Schedule of Events Offered June 11-June 18, 2017	Approved
Consider Approving the Professional Services Agreement with KeyBank National Association for Banking Services.	Approved
Consider Approving a <b>Resolution</b> Amending Bid and Purchasing Policy and Repealing Resolution No. 2327	Approved Res. No. 2415
Consider Approving an <b>Ordinance</b> Updating the City's Development Regulations and Amending Sections 22A.020.150, 22C.010.080, 22C.010.090, 22C.020.060, 22C.220.060, and 22C.220.070 of the Marysville Municipal Code	Approved Ord. No. 3057
Consider Approval of a Bearcat Vehicle Purchase	Approved
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	

Consider directing staff to attend the Snohomish Conservation District public hearing and comment that the Marysville City Council is against raising the rates and also to pursue becoming exempt from the District	Approved
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	7:59 p.m.

COUNCIL



*DRAFT*  
MINUTES

**Regular Meeting**  
May 8, 2017

**Call to Order / Pledge of Allegiance**

Council President Norton called the meeting to order at 7:00 p.m. Kinder Smoots of Eagle Wings Ministries gave the invocation, and Council President Norton led those present in the Pledge of Allegiance.

**Roll Call**

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

- Mayor:** Jon Nehring (absent)
- Council President:** Kamille Norton
- Council:** Steve Muller, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright
- Absent:** None
- Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Assistant Chief Goldman, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Assistant Finance Director Jan Berg, Senior Planner Angela Gemmer, and Recording Secretary Laurie Hugdahl.

**Motion** made by Councilmember Stevens, seconded by Councilmember Muller, to approve the agenda. **Motion** passed unanimously (7-0).

**Committee Reports**

Councilmember Seibert reported on the May 3 Public Works Committee meeting where there was discussion on the JOA agreement, the recycle service contract, the Snohomish Conservation District, and Marysville School District stormwater fees.

**Presentations****A. National Police Week/Peace Officer's Day Proclamation**

Council President Norton read the Proclamation declaring May 15, 2017 as *Peace Officers' Memorial Day* and May 14-20, 2017 as *Police Week* in the City of Marysville in honor of law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or who have become disabled in the performance of duty and encouraging residents to reflect on the ways in which our lives have been touched by the peace officers who stand guard over our community and neighborhoods.

**B. Emergency Medical Services Week Proclamation**

Council President Norton read the Proclamation declaring May 21-27, 2017 as *Emergency Medical Services Week* in the City of Marysville and encouraging all residents of Marysville to join in recognizing EMS providers for their contributions to our communities.

**Audience Participation**

Jason Tucker, 5212 138<sup>th</sup> Street NE, Marysville, WA 98270, Union President for Marysville Professional Firefighters Local 3219 thanked Larry Nelson for presenting the letter of endorsement for the RFA on behalf of Marysville Professional Firefighters Local 3219 when he was out of town. He also thanked Mayor Nehring and rest of the RFA committee for the opportunity to have a consultant present her knowledge and expertise to the RFA committee. He asked the Council to consider the EMS levy LID lift as it is imperative to increase funding to sustain fire service in Marysville. He also thanked the Council for the proclamation.

Alice VanBeek, 4929 65<sup>th</sup> Street NE, Marysville, WA 98270, brought up a concern about numerous cars parking in the road on 50<sup>th</sup> Drive NE which makes this basically a one-way street. Assistant Chief Goldman indicated he would meet with Ms. VanBeek to find out more information and address the issue.

David Toyer, Toyer Strategic Consulting, 3705 Colby, Suite 3, Everett, WA 98201, spoke in favor of the proposed amendments to the development code. He stated that he represents land owner interests as well as a couple developers in town. He thanked staff for their work on these amendments. He also thanked the Planning Commission for working through this.

Angie Sievers, Master Builders Association of King and Snohomish Counties, 335 116<sup>th</sup> Avenue SE, Bellevue, WA 98004, spoke in favor of proposed development code amendments. She thanked staff and the Planning Commission for their work on this. She commented that at least a dozen builders have expressed support of these amendments.

# DRAFT

Darrell Wigdahl, PO Box 1898, 3515 140<sup>th</sup> Street NW, raised concerns about the Strawberry Festival including the following:

- Current board members have to sign a non-disclosure agreement that prevents them from talking about festival issues. He wondered why that would be necessary.
- People who sponsor the festival are being approached by a private company to solicit sponsorship for the festival itself who receives a portion of the sponsorship fees.
- He asked why promotional items for the festival aren't being purchased within the City of Marysville.

John Eld, Bonaventure Senior Housing, 2079 Churchill Avenue, Salem, OR, 97302, spoke in support of the proposed development code amendments. He thanked staff for their work on this.

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

1. Consider the April 3, 2017 City Council Work Session Minutes

**Motion** made by Councilmember Stevens, seconded by Councilmember Wright, to approve the April 3, 2017 City Council Work Session Minutes. **Motion** passed unanimously (7-0).

### **Consent**

2. Consider the April 19, 2017 Claims in the Amount of \$854,390.16; Paid by EFT Transactions and Check Numbers 116112 through 116301 with Check Number 115837 Voided
3. Consider Approving the April 20, 2017 Payroll in the Amount \$1,013,660.02; Paid by EFT Transactions and Check Numbers 30695 through 30720
5. Consider Approving the Public Works Contract with Backstrom Curb and Sidewalk, Inc. in the Amount of \$37,125.00 plus Sales Tax of 9.10% in the Amount of \$3,378.37 for a Total Project of \$40,503.37
11. Consider Approving the April 26, 2017 Claims in the Amount of \$246,430.33; Paid by EFT Transactions and Check Numbers 116302 through 116422 with No Check Numbers Voided

**Motion** made by Councilmember Wright, seconded by Councilmember Toyer, to approve Consent Agenda items 2, 3, 5, and 11. **Motion** passed unanimously (7-0).

### **Review Bids**

### **Public Hearings**

4. Consider Approving an **Ordinance** of the City of Marysville Levying EMS Taxes Upon all Property Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Marysville, Washington for the Year 2018

Finance Director Langdon reviewed this item.

Council President Norton opened the public hearing at 7:19 p.m. and solicited public testimony. Seeing none the hearing was closed at 7:20 p.m.

**Motion** made by Councilmember Seibert, seconded by Councilmember Vaughan, to approve Ordinance 3056. **Motion** passed unanimously (7-0).

### **New Business**

6. Consider Approving the Master Permit Agreement with Maryfest Inc. to Permit All Activities within the Proposed Schedule of Events Offered June 11-June 18, 2017

Councilmember Vaughan asked staff to comment on some of the concerns that had been brought forward about Maryfest. Director Ballew reviewed details of the RFP and the process. He explained that he and the Mayor have received some comments, and staff has addressed those as best as they can. He stressed that Maryfest is a non-profit service club that operates on its own terms. The City does not become involved in organizational structure or operations. Staff believes the proposal is sound and will meet the expectations of the community. He emphasized that the City has received everything that they asked for in the RFP.

**Motion** made by Councilmember Stevens, seconded by Councilmember Muller, to authorize the Mayor to sign the Master Permit Agreement with Maryfest Inc. to Permit All Activities within the Proposed Schedule of Events Offered June 11-June 18, 2017. **Motion** passed unanimously (7-0).

7. Consider Approving the Professional Services Agreement with KeyBank National Association for Banking Services.

Assistant Finance Director Jan Berg explained that staff has added the Cash Management Services Master Agreement as an addendum to the PSA and to the language in the PSA. This is standard language which Legal has reviewed.

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to authorize the Mayor to sign the Professional Services Agreement with KeyBank National Association for Banking Services. **Motion** passed unanimously (7-0).

8. Consider Approving a **Resolution** Amending Bid and Purchasing Policy and Repealing Resolution No. 2327

Finance Director Langdon stated that they updated the threshold from \$25,000 to \$75,000. The general changes would add procedures for grant purchases.

Councilmember Muller stated that his understanding is that one of the reasons for upping this to \$75,000 is for fleet purchases. He asked staff if there were other purchases that would be in that range. Director Nielsen stated it related mostly fleet and equipment-type purchases.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve Resolution No. 2415. **Motion** passed unanimously (7-0).

9. Consider Approving an **Ordinance** Updating the City's Development Regulations and Amending Sections 22A.020.150, 22C.010.080, 22C.010.090, 22C.020.060, 22C.220.060, and 22C.220.070 of the Marysville Municipal Code

Senior Planner Angela Gemmer reviewed a summary staff prepared analyzing various plats in the Sunnyside/Whiskey Ridge area. She explained that the option they are proposing to offer developers is the flat 20% deductions, but in some instances they will still want to take the itemized deduction. She also reviewed stormwater deductions.

**Motion** made by Councilmember Stevens, seconded by Councilmember Wright, to approve Ordinance No. 3057. **Motion** passed unanimously (7-0).

10. Consider Approval of a Bearcat Vehicle Purchase

Assistant Chief Goldman reviewed this item. Councilmember Toyer asked how often staff expects this vehicle will be utilized. Assistant Chief Goldman replied that it will be used at least once a month for training for the SWAT team plus other preplanned events. It is expected to last 25 years.

Councilmember Seibert commented that staff has been making do with an armored car that was modified by the Police Department. Assistant Chief Goldman affirmed this. He noted that they got that vehicle for \$1, and the engine is failing. The Bearcat will provide absolute protection for the tactical team.

**Motion** made by Councilmember Seibert, seconded by Councilmember Toyer, to approve the purchase of the Bearcat vehicle. **Motion** passed unanimously (7-0).

## Legal

## Mayor's Business

## Staff Business

Dave Koenig had no comments.

Chief McFalls had no comments.

Jim Ballew:

- The Everett Salmon and Steelhead club held its annual Fishing Derby over the weekend with the annual pancake breakfast by the Rotary Club.
- He and Mike Robinson had an Arbor Day picnic and tree planting event with the HOA members of Tuscany Ridge Park.
- Joanna Martin is the new Community Center Manager as of today.
- He announced that there are 19 more days until the Spray Park opens.

Kevin Nielsen:

- Grove Street is under construction and will be down to one lane.
- Clean Sweep is this weekend from 9 to 2.
- The Snohomish Conservation District is looking at increasing its assessment to a rate. He distributed a PowerPoint presentation and discussed this topic. There will be a public hearing at the Snohomish Conservation District on May 16. He thinks the City should comment at the public hearing before it goes to the County Council. Councilmember Seibert commented that the recommendation from the Public Works Committee would be that staff testify against this rate and see about having Marysville exempted this. Councilmember Vaughan asked about other cities' approach to this. Director Nielsen explained that Kari Chenault has had a hard time getting responses from the District about that. This is one reason that they want to go to the hearing in person.

**Motion** made by Councilmember Seibert, seconded by Councilmember Muller, to direct staff to attend the public hearing and comment that the Marysville City Council is against raising the rates and also to pursue becoming exempt from the District. **Motion** passed unanimously (7-0).

Jon Walker had no comments.

Sandy Langdon announced that the auditors are arriving tomorrow. Invitations to an entrance conference will be coming to Council soon.

Jeff Goldman thanked the Council for the proclamation for National Police Week and Emergency Medical Services Week.

### **Call on Councilmembers**

Steve Muller:

- He reported on a dinner that the Council attended at the Marysville Historical Society's monthly meeting.
- On Friday the Chaplain Corps will have its fundraiser at the Opera House. He will be performing two songs. 100% of donations go the Chaplains Corps.
- He asked about trucks with the Grove Street Construction. Director Nielsen replied they should use 528.



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Rob Toyer stated it was good to be back after traveling for a few weeks.

Michael Stevens:

- Thanks to the Planning Commission for the work that they put into the code amendments.
- He asked about quiet zones with the trains. Director Nielsen said he would look into it. He explained that there are upgrade requirements in order to be able to apply for a quiet zone.

Jeff Seibert commended Kamille Norton for her performance tonight as Council President.

Donna Wright raised a concern about people parking and walking across 529 to get to the new trail. Director Ballew stated that they will be building a fence along that entire stretch. Staff will be looking at an alternative. Director Nielsen stated that they are shooting for June-July to do an undercrossing.

Jeff Vaughan had no comments.

Kamille Norton:

- She reported on an Economic Development summit she attended today.
- She commented that there is a shopping cart that has been sitting on the sidewalk on 4<sup>th</sup> Street for two weeks. Director Nielsen replied that staff would take care of it.

Jeff Seibert reported that the Economic Development Committee met a couple weeks ago. They have added information to the website which specifically addresses economic development for people that may be interested in doing business in Marysville. They also talked about the Opera House and how much money this has generated.

## **Adjournment**

**Motion** made by Councilmember Muller, seconded by Councilmember Toyer to adjourn the meeting. **Motion** passed unanimously (7-0).

Seeing no further business Mayor Nehring adjourned the meeting at 7:59 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Mayor  
Jon Nehring

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Recording Secretary

# *Index #2*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Approval of the Agenda</b>	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
Employee Services Awards: Systems Analyst Sandra Gyurkovics - 10 years of service	Presented
Mayor's Excellence Award: Code Enforcement Officer Dave Vasconi	Presented
Snohomish Health District	Presented
Qwuloolt Estuary Report	Presented
Proclamation: Declaring June 2017 Men's Health Month in the City of Marysville	Presented
Proclamation: Declaring May 21-27, 2017 National Public Works Week in Marysville	Presented
<b>Audience Participation</b>	Held
<b>Approval of Minutes</b>	
Consider the April 10, 2017 City Council Meeting Minutes	Approved
<b>Consent Agenda</b>	
Consider Approval of the May 3, 2017 Claims in the Amount of \$1,542,898.69; Paid by EFT Transactions and Check Numbers 116423 through 116603 with No Checks Voided	Approved
Consider Approval of the May 10, 2017 Claims in the Amount of \$860,730.34; Paid by EFT Transactions and Check Numbers 116604 through 116762 with Check Number 115409 Voided	Approved
Consider Approval of the May 5, 2017 Payroll in the Amount of \$1,764,730.01; Paid by EFT Transactions and Check Numbers 30721 through 30750	Approved
<b>Review Bids</b>	
Consider Awarding the 2017 Pavement Preservation Program	Approved
<b>Public Hearings</b>	
<b>New Business</b>	
Consider the Local Agency Federal Aid Project Prospectus and Supplemental Local Agency Funding Agreement with WSDOT thereby Securing Construction Funding for the Marshall Elementary Safe Routes to School Project	Approved
Consider the Supplemental Agreement No. 1 with BHC Consultants, LLC to the Professional Services Agreement Extending the Original Contract Termination Date on the Wastewater Treatment Plant Headworks Retrofit Project to April 1, 2018	Approved
Consider an Ordinance of the City Council of the City Of Marysville Amending Section 6.28.040 of the Municipal Code In Regard to Stay Out of Drug Areas	Approved Ord. No. 3058
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	

<b>Adjournment</b>	8:47 p.m.
<b>Executive Session</b>	8:51 p.m.
<b>Real Estate – one item, no action</b>	
<b>Adjournment</b>	9:01 p.m.

COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
May 22, 2017

### Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. Pat Durham of Marysville Foursquare Church gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

### Roll Call

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

**Mayor:** Jon Nehring

**Council:** Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

**Absent:** None

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

**Motion** made by Councilmember Toyer, seconded by Councilmember Muller, to approve the agenda. **Motion** passed unanimously (7-0).

### Committee Reports

Jeff Vaughan reported on the May 17 Finance Committee where they had a review of the finances of the opera house operations and a presentation on a utility residential insurance program sponsored by the National League of Cities.

### Presentations

A. Employee Services Awards

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Information Services Manager Worth Norton presented an Employee Service Award to Systems Analyst Sandra Gyurkovics for her 10 years of service.

B. Mayor's Excellence Award

Officer Dave Vasconi was presented with the Mayor's Excellence award for embracing his new role as a Code Enforcement Officer with the newly assigned Code Enforcement Unit. In his first three months of assignments, Officer Vasconi successfully closed 128 cases out of 170 initiated.

C. Snohomish Health District

Jeff Ketchel, Interim Administrator, Snohomish Health District gave an update on the Public Health in Snohomish County. He discussed the Health Districts work related to food trucks, solid waste, medicine return programs, making data more available to the public, and making Snohomish County healthier. He distributed and reviewed handouts regarding Youth Drug Use and Depression & Suicide.

D. Qwuloolt Estuary Report

Kurt Nelson, Tulalip Tribes made a PowerPoint presentation overview of the Qwuloolt Restoration Project: Implementation and Initial Recovery.

Director Nielsen asked about the salinity. Mr. Nelson replied that it depends on the time of the year. Right now it is very low, but in the summer the amount of fresh water decreases so it increases.

Councilmember Vaughan asked about erosion at the breach point. Mr. Nelson explained that it might extend over to Ebey Island. USGS is monitoring the site. CAO Hirashima asked how deep the hole is. Mr. Nelson replied it was 12 feet deep prior to the breach and now is 24 or 25 feet.

Councilmember Muller asked if he anticipates that this will become a spawning ground. Mr. Nelson replied that it won't be a spawning ground, but it will provide easier access to Allen Creek.

E. Proclamation: Declaring June 2017 Men's Health Month in the City of Marysville

Mayor Nehring read the Proclamation declaring June 2017 *Men's Health Month in the City of Marysville* and encouraging all residents of Marysville to pursue preventative health practices and early detection efforts.

F. Proclamation: Declaring May 21-27, 2017 National Public Works Week in Marysville

Mayor Nehring read the Proclamation declaring May 21-27, 2017 *National Public Works Week in Marysville* and encouraging all residents of Marysville to recognize the

contributions that public works staff make every day to our health, safety, comfort and quality of life.

### **Audience Participation**

Mark Johnson, 12433 - 48<sup>th</sup> Drive NE, Marysville, thanked the Council for the code enforcement work. He has noticed a real improvement around the City.

Ron Friesen, 4714 - 124<sup>th</sup> Place NE, Marysville, expressed appreciation for the work the City did last year and this year on code enforcement efforts. He is very pleased with how well this has worked.

Tom King, 3113 Sunnyside Blvd, Marysville, thanked the City for two recently completed public works project: the new 4<sup>th</sup> Street pedestrian signal and the new Beach Street/Short Street traffic circle.

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

1. Consider the April 10, 2017 City Council Meeting Minutes

**Motion** made by Councilmember Wright, seconded by Councilmember Stevens, to approve the April 10, 2017 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

### **Consent**

2. Consider Approval of the May 3, 2017 Claims in the Amount of \$1,542,898.69; Paid by EFT Transactions and Check Numbers 116423 through 116603 with No Checks Voided
3. Consider Approval of the May 10, 2017 Claims in the Amount of \$860,730.34; Paid by EFT Transactions and Check Numbers 116604 through 116762 with Check Number 115409 Voided
4. Consider Approval of the May 5, 2017 Payroll in the Amount of \$1,764,730.01; Paid by EFT Transactions and Check Numbers 30721 through 30750

**Motion** made by Councilmember Toyer, seconded by Councilmember Muller, to approve Consent Agenda items 2, 3, and 4. **Motion** passed unanimously (7-0).

### **Review Bids**

5. Consider Awarding the 2017 Pavement Preservation Program

Director Nielsen explained that this is awarding the 2017 Pavement Preservation Program. It looks like there will be some extra money available so staff will probably be

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back at the end of the summer with some more projects. This is the same company that the City used last year.

Councilmember Toyer asked about plans for 71<sup>st</sup> Street by the fire station. Director Nielsen stated that it would be one of the projects added to the TBD.

**Motion** made by Councilmember Norton, seconded by Councilmember Muller, to authorize the Mayor to sign and execute the 2017 Pavement Preservation Program contract with Cemex, Inc. in the amount of \$956,239.45 including Washington State Sales Tax and approve a management reserve of \$95,623.95 for a total allocation of \$1,051,863.50. **Motion** passed unanimously (7-0).

## Public Hearings

### New Business

6. Consider the Local Agency Federal Aid Project Prospectus and Supplemental Local Agency Funding Agreement with WSDOT thereby Securing Construction Funding for the Marshall Elementary Safe Routes to School Project

Director Nielsen commented that this is the Marshall Elementary project. A supplement agreement is needed for the construction prospectus because it is a WSDOT project. He pointed out that the City was awarded a grant for Safe Routes to Schools, and the other portion is from the TBD fund.

**Motion** made by Councilmember Stevens, seconded by Councilmember Toyer, to authorize the Mayor to sign and execute the Local Agency Federal Aid Project Prospectus and Supplemental Local Agency Funding Agreement with WSDOT thereby Securing Construction Funding for the Marshall Elementary Safe Routes to School Project. **Motion** passed unanimously (7-0).

7. Consider the Supplemental Agreement No. 1 with BHC Consultants, LLC to the Professional Services Agreement Extending the Original Contract Termination Date on the Wastewater Treatment Plant Headworks Retrofit Project to April 1, 2018

Director Nielsen explained that this is a no-cost time extension for the headworks design.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Wright, to authorize the Mayor to sign and execute the Supplemental Agreement No. 1 with BHC Consultants, LLC to the Professional Services Agreement Extending the Original Contract Termination Date on the Wastewater Treatment Plant Headworks Retrofit Project to April 1, 2018 **Motion** passed unanimously (7-0).

9. Consider an Ordinance of the City Council of the City Of Marysville Amending Section 6.28.040 of the Municipal Code In Regard to Stay Out of Drug Areas



City Attorney Walker commented that this is in regard to the Stay Out of Drug Areas. He reviewed proposed changes intended to streamline the ordinance.

Councilmember Toyer asked how many SODA citations have been issued. Chief Smith did not have that number, but replied that calls for service have increased in that area even though crime is down.

**Motion** made by Councilmember Seibert, seconded by Councilmember Stevens, to approve Ordinance No. 3058. **Motion** passed unanimously (7-0).

## Legal

### Mayor's Business

- Thanks to Councilmember Norton for running the meeting while he was out of town.
- Snohomish County Cities had SnoCom and SnoPac heads trying to explain the consolidation issues.
- He attended a Master Builders ramp building event at Glenwood Mobile Estates. This is a neat event where they build ramps for individuals that need them.
- ESC's annual meeting is this Thursday at 11:30 a.m. at the Tulalip Hotel.
- Great job to Jim Ballew for promoting all the events in Marysville at Friday's Chamber meeting.
- He recognized Jonathon from Evangel Christian School in the audience who utilized the new trail for a field trip last Friday. It was great to see the students in the community utilizing the trail in that way.

### Staff Business

Chief Smith:

- He discussed his renewed commitment to fitness
- Public Safety meeting on Wednesday
- Consolidation efforts update. Having the Mayor there is instrumental.
- Code enforcement – Dave Vasconi is well deserving of the award. He also recognized Assistant Chief Goldman, Commander Thomas, Sgt. Davis and two code enforcement officers. He also recognized the Council, the Executive Office, Community Development, and the Fire Department for the work in moving this forward. He stressed that this is a multi-departmental effort.
- He thanked Council and the City Attorney for work on the SODA ordinance.
- Staff will be meeting this week to discuss proactive summer enforcement efforts.

Finance Director Langdon had no comments.

Jon Walker:

- He expressed appreciation to Courts and Legal for work related to the SODA ordinance.
- He stated the need for one Executive Session item relating to real estate acquisition expected to last ten minutes with no action.

Dave Koenig congratulated everybody involved in code enforcement activities and Chief Smith's leadership.

Chief McFalls said he enjoyed the presentations tonight.

Jim Ballew:

- The Spray Park will open on Saturday at 11:00 a.m.
- He expressed appreciation for the tremendous work done by Kurt Nelson on the Qwuloolt Project.
- Healthy Communities Challenge Day will be next day at Allen Creek.
- Installation of a fence was completed this week from the 529 bridge to the corner of 1<sup>st</sup> Street to keep people from crossing 529. It appears to be a success. He thanked Marysville Fence for putting that up quickly.

Kevin Nielsen:

- About 300 people showed up for Clean Sweep a week ago Saturday. About 80 yards of scrap metal, 60 tires, and 10,000 pounds of trash were collected. He thanked Waste Management, Total Reclaim and Value Village for partnering with the City.
- 39<sup>th</sup> Avenue is paved from 152<sup>nd</sup> to 156<sup>th</sup>.
- He commented that the Qwuloolt project required many hundreds of hours of discussion, study, and engineering to make this project a success.

Gloria Hirashima had no comments.

### **Call on Councilmembers**

Jeff Vaughan:

- He also appreciated the presentation on the Qwuloolt Estuary Project.
- He appreciates the great work that has been done with code enforcement.
- He enjoyed the presentation at Snohomish County Cities regarding the SnoCom/SnoPac merger.
- He commented that Ponds 1 and 2 in the north end get a lot of attention. He stated that a lot of people walk their dogs and bird watch there. He asked about plans for that area for the future. Director Nielsen said he has some ideas to discuss with the Public Works committee about what can be done up there in the future.

Donna Wright:

- She also enjoyed the Qwuloolt presentation.

*DRAFT*

- She appreciated the Health District's presentation. The staff at the Health District do a great job to keep the community safe.
- Caribbean Cuisine in Marysville received an award for the cleanest restaurant in the area.

Jeff Seibert commented that the striping on 88<sup>th</sup> Street looks great.

Michael Stevens:

- He also enjoyed the presentations.
- He will be out of town on June 5 for the work session.

Rob Toyer had no comments.

Steve Muller:

- He asked about political signs that are 8-12 feet in the air. Staff indicated they would look into it.
- There were two great events at the Opera House. This has been a great venue and is a great asset to the community.
- He won't be at the RFA meeting because he'll be out of town.

Kamille Norton:

- She also enjoyed the presentations
- She thanked Connie for the flyer about the fireworks ban and asked how it would be distributed. Connie reviewed the multi-dimensional communication plan.
- She asked for an update on the school bus tickets issue. City Attorney Walker replied that they haven't had a court calendar on that yet. Chief Smith said he hasn't received any feedback, but indicated he would bring some information to the Public Safety Committee meeting on Wednesday.

Council recessed at 8:47 p.m. for four minutes before reconvening in Executive Session to address one real estate item for ten minutes with no action expected.

### **Executive Session**

- A. Litigation
- B. Personnel
- C. Real Estate – one item

Executive session ended and reconvened into public meeting at 9:01 p.m.

### **Adjournment**

The meeting was adjourned at 9:01 p.m.

*DRAFT*

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor  
Jon Nehring

\_\_\_\_\_  
Recording Secretary

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 26, 2017**

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 June 7, 2017 claims in the amount of \$2,473,288.96 paid by EFT transactions and Check No. 117140 through 117317 with no Check No.'s voided.**

**COUNCIL ACTION:**

**CLAIMS  
FOR  
PERIOD-6**

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 **\$2,473,288.96 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 117140 THROUGH 1171317 WITH NO CHECK NO.'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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

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

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **26<sup>th</sup> DAY OF JUNE 2017.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 6/1/2017 TO 6/7/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
117140	RAPID FINANCIAL SOL	JURY COSTS AND LOAD FEE	COURTS	375.34
117141	4B PARTNERS INC.		WATER/SEWER OPERATION	157.55
117142	ALL BATTERY SALES &	BATTERIES	EQUIPMENT RENTAL	405.94
117143	ALTISOURCE SINGLE FA		WATER/SEWER OPERATION	8.23
117144	ALTISOURCE SINGLE FA		WATER/SEWER OPERATION	22.47
117145	AMERICAN PLANNING	MEMBERSHIP-HIRASHIMA	EXECUTIVE ADMIN	505.00
117146	ANDES LAND SURVEY	PROPERTY CORNERS	GMA - STREET	630.00
117147	APS, INC.	POSTAGE MACHINE SUPPLIES	UTIL ADMIN	128.19
	APS, INC.		COMMUNITY DEVELOPMENT-	128.20
	APS, INC.		OFFICE OPERATIONS	501.86
117148	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	71.63
117149	ATKINS, VIOLET		WATER/SEWER OPERATION	148.38
117150	AWWA	MEMBERSHIP-NIELSON	UTIL ADMIN	215.00
117151	AWWA	WA SHORT SCHOOL/TRADE SCHOOL-G	UTIL ADMIN	200.00
117152	BAKER, CHERIE DAWN*		WATER/SEWER OPERATION	308.06
117153	BEEBE, CHARLOTTE R		WATER/SEWER OPERATION	28.66
117154	BELSON OUTDOORS	REPLACEMENT BBQ FOR BBQ SHELTE	GENERAL FUND	-81.53
	BELSON OUTDOORS		PARK & RECREATION FAC	977.45
117155	BENS CLEANER SALES	WASH RACK REPAIR	MAINT OF GENL PLANT	451.74
117156	BHC CONSULTANTS	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	28,703.50
117157	BICKFORD FORD	WIPER BLADES	ER&R	300.03
117158	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,402.23
117159	BJORN, BETTY	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
117160	BLUE MARBLE ENV	WASTE REDUCTION/RECYCLING EDUC	RECYCLING OPERATION	6,089.42
117161	BURKE, MARGARET	ENTERTAINMENT 8/17/17	OPERA HOUSE	300.00
117162	BUTTON GEAR	BOOTS-WINELAND	UTIL ADMIN	136.32
117163	CABLES PLUS	NETWORK CABLES	INFORMATION SERVICES	-7.64
	CABLES PLUS		COMPUTER SERVICES	91.65
117164	CALVARY CHAPEL MARYS		WATER/SEWER OPERATION	168.13
117165	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	1,082.45
117166	CDW GOVERNMENT INC	SURFACE	POLICE TRAINING-FIREARMS	1,047.88
117167	CENTRAL WELDING SUPP	GLOVES	ER&R	508.40
117168	CHANDLER, ROBERT & L		WATER/SEWER OPERATION	33.98
117169	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,096.92
117170	CHOU, HUYMENG		WATER/SEWER OPERATION	83.61
117171	CLICK2MAIL	POSTAGE	COMMUNITY DEVELOPMENT-	964.41
117172	COATS, TEQUILA		WATER/SEWER OPERATION	21.63
117173	CODE PUBLISHING	ELEC UPDATE	CITY CLERK	814.43
117174	COMMERCE DEPT OF	ANNUAL PWTFL-WWTP UPGRADE	ENTERPRISE D/S	1,315.79
	COMMERCE DEPT OF		ENTERPRISE D/S	15,882.35
	COMMERCE DEPT OF		ENTERPRISE D/S	21,052.63
	COMMERCE DEPT OF		ENTERPRISE D/S	52,631.58
	COMMERCE DEPT OF		ENTERPRISE D/S	526,315.79
	COMMERCE DEPT OF		ENTERPRISE D/S	529,411.77
117175	COOP SUPPLY	PEST CONTROL	PUMPING PLANT	21.81
	COOP SUPPLY	SPRAYER, SPRAY, NOZZLE AND FUN	SEWER LIFT STATION	229.79
117176	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	PERSONNEL ADMINISTRATIO	52.70



**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>
117176	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	WASTE WATER TREATMENT F	125.12
	COPIERS NORTHWEST		PROBATION	136.38
	COPIERS NORTHWEST		UTILITY BILLING	171.28
	COPIERS NORTHWEST		CITY CLERK	191.05
	COPIERS NORTHWEST		FINANCE-GENL	191.05
	COPIERS NORTHWEST		LEGAL - PROSECUTION	270.36
	COPIERS NORTHWEST		EXECUTIVE ADMIN	323.06
	COPIERS NORTHWEST		POLICE INVESTIGATION	362.55
	COPIERS NORTHWEST		DETENTION & CORRECTION	492.50
	COPIERS NORTHWEST		OFFICE OPERATIONS	2,008.75
117177	COREY, NETA		GARBAGE	83.24
117178	COTE, CRAIG & MALIND		WATER/SEWER OPERATION	151.51
117179	CRIMINAL JUSTICE	TRAINING-PITTS	POLICE TRAINING-FIREARMS	250.00
117180	CRMA INVESTMENTS LLC		WATER/SEWER OPERATION	25.15
117181	CRMA INVESTMENTS LLC		WATER/SEWER OPERATION	26.01
117182	DATEC, INC	POLICE VEHICLE OUTFITTING EQUI	EQUIPMENT RENTAL	683.83
	DATEC, INC		EQUIPMENT RENTAL	683.84
	DATEC, INC		EQUIPMENT RENTAL	683.84
	DATEC, INC		EQUIPMENT RENTAL	683.84
	DATEC, INC		EQUIPMENT RENTAL	683.84
117183	DAVIS DOOR	DOOR REPAIR	PUBLIC SAFETY BLDG	300.92
117184	DAY WIRELESS SYSTEMS	RADIOS (10)	ER&R	3,577.39
117185	DEBOER, SPRING L		WATER/SEWER OPERATION	12.40
117186	DEUTSCHE BANK NATION		WATER/SEWER OPERATION	38.78
117187	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	SOURCE OF SUPPLY	113.83
	DIAMOND B CONSTRUCT	CHECK LEAK	UTIL ADMIN	158.74
	DIAMOND B CONSTRUCT	MODULAR BUILDING BALANCE	STORM DRAINAGE	211.65
	DIAMOND B CONSTRUCT		SEWER MAIN COLLECTION	211.66
	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	PARK & RECREATION FAC	238.39
	DIAMOND B CONSTRUCT		NON-DEPARTMENTAL	267.32
	DIAMOND B CONSTRUCT		MAINT OF GENL PLANT	289.96
	DIAMOND B CONSTRUCT		COMMUNITY CENTER	352.22
	DIAMOND B CONSTRUCT	INSTALL AIR COMPRESSOR	UTIL ADMIN	580.15
	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	WATER FILTRATION PLANT	720.35
	DIAMOND B CONSTRUCT		MAINTENANCE	788.15
	DIAMOND B CONSTRUCT		COURT FACILITIES	942.84
	DIAMOND B CONSTRUCT		UTIL ADMIN	958.94
	DIAMOND B CONSTRUCT		CITY HALL	1,017.86
	DIAMOND B CONSTRUCT	REPLACE FUSES/START KIT	PARK & RECREATION FAC	1,018.19
	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	WASTE WATER TREATMENT F	1,205.57
	DIAMOND B CONSTRUCT		PUBLIC SAFETY BLDG	1,665.06
	DIAMOND B CONSTRUCT	AC REPAIR	PUBLIC SAFETY BLDG	1,742.87
117188	DICKS TOWING	TOWING EXPENSE-MP17-18548	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-22489	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-22677	POLICE PATROL	43.64
117189	DONNELSON ELECTRIC	ELECTRICAL WORK RESTROOM	PARK & RECREATION FAC	1,847.07
	DONNELSON ELECTRIC	ELECTRICAL UPGRADES	PARK & RECREATION FAC	5,906.67
117190	DOUGHTY, SHEREEN		WATER/SEWER OPERATION	8.12

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
117191	DOVGALYUK, ALEX		WATER/SEWER OPERATION	120.22
117192	DUNLAP INDUSTRIAL	BATTERIES	ROADWAY MAINTENANCE	164.54
117193	E&E LUMBER	RETURN LATCH AND PURCHASE FAST	WASTE WATER TREATMENT F	-29.40
	E&E LUMBER	ADAPTERS AND CEMENT	WATER DIST MAINS	8.85
	E&E LUMBER	PAINTING SUPPLIES	PUBLIC SAFETY BLDG	18.70
	E&E LUMBER	TOOLS AND ENTRY KNOB	SEWER MAIN COLLECTION	29.05
	E&E LUMBER		STORM DRAINAGE	29.06
	E&E LUMBER	PAINT	PARK & RECREATION FAC	36.60
	E&E LUMBER	PAINTING SUPPLIES	PUBLIC SAFETY BLDG	36.68
	E&E LUMBER	BLADES	PARK & RECREATION FAC	52.35
	E&E LUMBER	OIL AND LATCH	WASTE WATER TREATMENT F	55.32
	E&E LUMBER	REBAR, STAKES, PAINT AND DRAIN	GMA-PARKS	338.24
	E&E LUMBER	PAINT AND MAGNET	HYDRANTS	485.82
117194	EAGLE FENCE	CHAIN LINK FENCE INSTALL	GMA-PARKS	6,875.71
117195	EAST JORDAN IRON WOR	LOCKING LID AND FRAME	STORM DRAINAGE	163.81
	EAST JORDAN IRON WOR	LOCKING LIDS AND FRAME	STORM DRAINAGE	327.63
117196	ELTON, JONATHAN	PER DIEM 6/19-6/23	POLICE PATROL	90.00
117197	EVERETT, CITY OF	ANIMAL SHELTER FEES	COMMUNITY SERVICES UNIT	2,220.00
117198	EVERGREEN RURAL WATE	2017 FALL CONFERENCE/TRADESHOW	UTIL ADMIN	275.00
117199	EYLANDER, MARILYN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
117200	FAIRBANKS, MARLENE		WATER/SEWER OPERATION	22.12
117201	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	25.64
117202	FERRELLGAS	PROPANE CHARGES	TRAFFIC CONTROL DEVICES	36.01
	FERRELLGAS		SOLID WASTE OPERATIONS	36.01
	FERRELLGAS		ROADWAY MAINTENANCE	36.02
	FERRELLGAS		WATER SERVICE INSTALL	36.02
117203	FIRSTLINE BUSINESS	ANNUAL SOFTWARE UPDATE	POLICE INVESTIGATION	1,036.45
117204	FITZSIMONS, MARIA	RENTAL DEPOSIT REFUND	PARKS-RECREATION	60.00
117205	FLOHR, JEREMY & ERIN		WATER/SEWER OPERATION	20.20
117206	FLORIAN, LLC	INSTRUCTOR SERVICES	RECREATION SERVICES	450.00
117207	FOREMOST PROMOTIONS	SUPPLIES	GENERAL FUND	-106.14
	FOREMOST PROMOTIONS		CRIME PREVENTION	1,272.44
117208	FRANK LUMBER & HARDW	HINGES	PARK & RECREATION FAC	70.92
117209	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	42.68
	FRONTIER COMMUNICATI		CITY HALL	42.68
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	42.68
	FRONTIER COMMUNICATI		PUBLIC SAFETY BLDG	42.68
	FRONTIER COMMUNICATI		UTILITY BILLING	42.68
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	42.68
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	42.68
	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	48.97
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	52.69
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	53.97
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	53.97
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	54.14
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	68.25
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	68.25
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	68.25

**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>
117209	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	68.25
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	85.35
	FRONTIER COMMUNICATI		POLICE PATROL	85.35
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	85.35
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	85.35
	FRONTIER COMMUNICATI		COMMUNITY CENTER	85.35
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	85.35
	FRONTIER COMMUNICATI	ACCT #25300981920624965	SEWER LIFT STATION	85.62
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	95.11
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	99.81
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	102.23
	FRONTIER COMMUNICATI	PHONE CHARGES	WASTE WATER TREATMENT F	170.70
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	213.35
	FRONTIER COMMUNICATI		UTIL ADMIN	295.11
117210	GALLS, LLC	FLASHLIGHTS AND CHARGES	EQUIPMENT RENTAL	129.09
	GALLS, LLC		EQUIPMENT RENTAL	129.09
	GALLS, LLC		EQUIPMENT RENTAL	129.09
	GALLS, LLC		EQUIPMENT RENTAL	129.09
	GALLS, LLC		EQUIPMENT RENTAL	129.09
	GALLS, LLC		EQUIPMENT RENTAL	129.09
	GALLS, LLC		EQUIPMENT RENTAL	129.09
	GALLS, LLC		EQUIPMENT RENTAL	129.09
	GALLS, LLC		EQUIPMENT RENTAL	129.09
	GALLS, LLC		EQUIPMENT RENTAL	129.10
	GALLS, LLC		EQUIPMENT RENTAL	129.10
	GALLS, LLC		EQUIPMENT RENTAL	129.10
	GALLS, LLC		EQUIPMENT RENTAL	129.10
	GALLS, LLC		EQUIPMENT RENTAL	258.18
117211	GC SYSTEMS INC	REPAIR KITS AND RANGE SPRINGS	WATER DIST MAINS	2,957.59
117212	GEO ENGINEERS	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-125.25
	GEO ENGINEERS		WATER/SEWER OPERATION	1,150.00
117213	GIESBRECHT, BRADFORD	INSTRUCTOR SERVICES	RECREATION SERVICES	60.00
	GIESBRECHT, BRADFORD		RECREATION SERVICES	120.00
117214	GLOBALSTAR INC.	PHONE CHARGES	OFFICE OPERATIONS	78.07
117215	GOTCHA PEST CONTROL	PEST CONTROL	COURT FACILITIES	109.10
117216	GRANITE FALLS S.D.	RENTAL DPEOSIT REFUND	GENERAL FUND	150.00
117217	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	1,106.30
117218	GREEN DOT CONCRETE	CONCRETE	SIDEWALKS CONSTRUCTION	274.11
117219	GREEN RIVER CC	TRAINING-LATIMER	UTIL ADMIN	380.00
117220	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	75.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
117221	HADDAD, ELIAS		GARBAGE	464.02
117222	HAGGEN INC.	BOXED LUNCHES FOR EXAMS	GENERAL SERVICES - OVERH	69.82
117223	HAZAMA, SUMIKA	REFUND CLASS FEES	PARKS-RECREATION	85.00
117224	HB JAEGER COMPANY	CATCH BASIN INSERTS	ER&R	263.48
117225	HD FOWLER COMPANY	RETURN FLANGE	WATER FILTRATION PLANT	-151.80
	HD FOWLER COMPANY	DRAINAGE PARTS	GMA-PARKS	248.25
	HD FOWLER COMPANY	METER BOXES AND LIDS	WATER MAINS INSTALL	588.26

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
117225	HD FOWLER COMPANY	SADDLES, BUSHINGS AND BALL VAL	WATER SERVICE INSTALL	773.04
	HD FOWLER COMPANY	IRRIGATION/DRAINAGE SUPPLIES	GMA-PARKS	1,209.03
117226	HEBERT, KATHLEEN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
117227	HEDGCOTH, MELISSA	REFUND CLASS FEES	PARKS-RECREATION	119.00
117228	HESELT VAN DINTER,		WATER/SEWER OPERATION	162.43
117229	HEWLETT PACKARD	HP PRINTER MAINTENANCE	COMPUTER SERVICES	0.02
	HEWLETT PACKARD		POLICE PATROL	0.13
	HEWLETT PACKARD		PARK & RECREATION FAC	9.58
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	23.03
	HEWLETT PACKARD		LEGAL - PROSECUTION	34.96
	HEWLETT PACKARD		POLICE INVESTIGATION	36.99
	HEWLETT PACKARD		WATER QUAL TREATMENT	38.06
	HEWLETT PACKARD		CITY CLERK	55.64
	HEWLETT PACKARD		FINANCE-GENL	55.64
	HEWLETT PACKARD		WASTE WATER TREATMENT F	80.14
	HEWLETT PACKARD		MUNICIPAL COURTS	92.00
	HEWLETT PACKARD		UTILITY BILLING	148.14
	HEWLETT PACKARD		COMPUTER SERVICES	458.54
117230	HOWARTH, JULI & LES		WATER/SEWER OPERATION	113.75
117231	HUMAN SERVICES	LIQUOR BOARD PROFITS/EXCISE TA	NON-DEPARTMENTAL	4,460.88
117232	ICMA MEMBER SERVICES	ICMA MEMBERSHIP RENEWAL-HIRASH	EXECUTIVE ADMIN	1,400.00
117233	IMPACT PROPERTY MANA		GARBAGE	332.17
117234	JACOB KORBEL		WATER/SEWER OPERATION	20.75
117235	JAGER, MINNA		WATER/SEWER OPERATION	38.73
117236	JET PLUMBING	WWTP REPAIR	WASTE WATER TREATMENT F	321.52
117237	KACALEK, KITTY		WATER/SEWER OPERATION	260.08
117238	KAPUS, KRISTINA	WITNESS FEES	MUNICIPAL COURTS	15.35
117239	KIDZ LOVE SOCCER	INSTRUCTOR SERVICES	RECREATION SERVICES	372.40
	KIDZ LOVE SOCCER		RECREATION SERVICES	478.80
	KIDZ LOVE SOCCER		RECREATION SERVICES	585.20
	KIDZ LOVE SOCCER		RECREATION SERVICES	585.20
	KIDZ LOVE SOCCER		RECREATION SERVICES	638.40
117240	KING, ANGELA		RECREATION SERVICES	180.00
	KING, ANGELA		RECREATION SERVICES	354.00
117241	KING, JEREMY	PER DIEM 6/26-6/30	POLICE PATROL	240.50
117242	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	249.90
	KUNG FU 4 KIDS		RECREATION SERVICES	1,499.40
117243	LAMBIE, MAY^		WATER/SEWER OPERATION	114.69
117244	LASTING IMPRESSIONS	VOLUNTEER APPRECIATION SUPPLIE	NON-DEPARTMENTAL	1,022.54
117245	LOWES HIW INC	DOOR STOPS	CITY HALL	16.57
	LOWES HIW INC		PARK & RECREATION FAC	16.57
	LOWES HIW INC		COMMUNITY CENTER	16.57
	LOWES HIW INC		UTIL ADMIN	16.57
	LOWES HIW INC		WASTE WATER TREATMENT F	16.58
	LOWES HIW INC	WATCHDOG REPAIR PARTS	WATER CROSS CNTL	31.06
	LOWES HIW INC	DOOR STOPS	COURT FACILITIES	49.72
117246	LUKSAN, CHERENE	REFUND CLASS FEES	PARKS-RECREATION	209.00
117247	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	487.68

CITY OF MARYSVILLE  
INVOICE LIST

FOR INVOICES FROM 6/1/2017 TO 6/7/2017

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
117248	MA MORTENSON CO	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-739.75
	MA MORTENSON CO		WATER/SEWER OPERATION	1,150.00
117249	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	207,936.84
	MARYSVILLE FIRE DIST		FIRE-GENL	633,030.46
117250	MARYSVILLE PRINTING	BUSINESS CARDS	K9 PROGRAM	42.49
117251	MCCARTHY, WILLIAM		WATER/SEWER OPERATION	22.40
117252	MCSHANE, PAUL	PER IDEM 6/18-6/23	POLICE INVESTIGATION	352.00
117253	MECHLING, MONTY	REIMBURSE MEAL	ROADSIDE VEGETATION	14.00
117254	MELGAREJO, CAREN	REFUND CLASS FEES	PARKS-RECREATION	55.00
117255	MESSER, TYLER		WATER/SEWER OPERATION	77.28
117256	MILLER, MELISSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
117257	MOORE MEDICAL CORP	EVIDENCE SUPPLIES	GENERAL FUND	-33.27
	MOORE MEDICAL CORP		GENERAL FUND	-9.36
	MOORE MEDICAL CORP		POLICE PATROL	112.15
	MOORE MEDICAL CORP		POLICE PATROL	398.84
117258	MOTOR TRUCKS	SLACK ADJUSTERS	EQUIPMENT RENTAL	253.52
	MOTOR TRUCKS	VALVE	EQUIPMENT RENTAL	289.90
	MOTOR TRUCKS	SLACK ADJUSTERS	EQUIPMENT RENTAL	504.26
117259	MOUNTLAKE TERRACE	ASSESSMENT FOR ALLIANCE FOR AH	NON-DEPARTMENTAL	6,085.00
117260	NORTHWEST BARRICADE	CLEAN SWEEP SIGNS	PROTECTIVE INSPECTIONS	303.30
117261	NORTHWESTERN AUTO	ALIGN DOOR	EQUIPMENT RENTAL	69.82
117262	NOYES, SIGNA		WATER/SEWER OPERATION	22.84
117263	NYITRAY, SANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	36.00
117264	OFFICE DEPOT	FILE CABINET RETURN	COMMUNITY DEVELOPMENT-	-1,140.08
	OFFICE DEPOT	SUPPLY CREDIT	COMMUNITY DEVELOPMENT-	-38.19
	OFFICE DEPOT	OFFICE SUPPLIES	EXECUTIVE ADMIN	54.71
	OFFICE DEPOT		POLICE PATROL	60.00
	OFFICE DEPOT		LEGAL - PROSECUTION	134.58
	OFFICE DEPOT		POLICE PATROL	200.73
	OFFICE DEPOT	FILE CABINET	COMMUNITY SERVICES UNIT	272.72
	OFFICE DEPOT	OFFICE SUPPLIES	DETENTION & CORRECTION	328.40
	OFFICE DEPOT	CHAIRS	POLICE ADMINISTRATION	349.11
	OFFICE DEPOT		POLICE ADMINISTRATION	960.04
	OFFICE DEPOT	FILE CABINET	COMMUNITY DEVELOPMENT-	1,140.08
	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY SERVICES UNIT	1,165.54
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	2,331.07
117265	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	67.20
	OLASON, MONICA		RECREATION SERVICES	96.00
	OLASON, MONICA		RECREATION SERVICES	113.40
	OLASON, MONICA		RECREATION SERVICES	126.00
	OLASON, MONICA		RECREATION SERVICES	240.00
	OLASON, MONICA		RECREATION SERVICES	264.00
	OLASON, MONICA		RECREATION SERVICES	264.00
	OLASON, MONICA		RECREATION SERVICES	288.00
	OLASON, MONICA		RECREATION SERVICES	288.00
	OLASON, MONICA		RECREATION SERVICES	325.00
117266	ORTON, KELLY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
117267	PACHERO, YADIRA		GENERAL FUND	200.00

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 6/1/2017 TO 6/7/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
117268	PACIFIC GOLF & TURF	LOCKING RINGS	SMALL ENGINE SHOP	8.29
	PACIFIC GOLF & TURF	HARDWARE	SMALL ENGINE SHOP	95.32
	PACIFIC GOLF & TURF	BELT, CASTER WHEEL, ARM, FILTE	SMALL ENGINE SHOP	419.81
117269	PARAMOUNT SUPPLY	PLATE FLANGE	WATER FILTRATION PLANT	109.92
117270	PARAMOUNT SUPPLY	BACKFLOW TEST KIT	WATER CROSS CNTL	97.14
117271	PARTS STORE, THE	SPARK PLUG AND FILTER	EQUIPMENT RENTAL	6.69
	PARTS STORE, THE	BELT	EQUIPMENT RENTAL	25.68
	PARTS STORE, THE	WIRELOOM	EQUIPMENT RENTAL	31.64
	PARTS STORE, THE	REFRIGERANT	ER&R	301.64
	PARTS STORE, THE	AC COMPRESSOR	EQUIPMENT RENTAL	367.23
117272	PAYFIRST PROPERTIES		WATER/SEWER OPERATION	75.95
117273	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	176.00
117274	PHAN HUNG		WATER/SEWER OPERATION	106.12
117275	PICK OF THE LITTER	GRAPHIC DESIGN	EXECUTIVE ADMIN	1,199.67
	PICK OF THE LITTER	BROCHURES	GMA-PARKS	1,547.14
117276	POTTER, BRENT	REIMBURSE MEAL	ROADSIDE VEGETATION	13.35
117277	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	126.00
117278	PRAETORIAN GROUP	ONLINE TRAINING	POLICE TRAINING-FIREARMS	3,723.00
117279	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURS	GOLF ADMINISTRATION	8,249.76
117280	PUD	ACCT #2049-3331-1	PUMPING PLANT	14.74
	PUD	ACCT #2013-8099-5	PUMPING PLANT	15.66
	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	15.88
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	16.44
	PUD	ACCT #2211-0009-2	GMA - STREET	16.44
	PUD	ACCT #2027-9116-6	PUMPING PLANT	16.52
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	16.88
	PUD	ACCT #2213-2916-2	GMA - STREET	20.01
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	27.54
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	28.01
	PUD	ACCT #2207-9273-3	STREET LIGHTING	28.84
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	29.87
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	36.53
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	37.83
	PUD	ACCT #2022-2076-0	GOLF ADMINISTRATION	38.40
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	40.83
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	44.79
	PUD	ACCT #2008-0070-4	STREET LIGHTING	48.50
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	50.02
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	50.74
	PUD	ACCT #2202-9862-4	STREET LIGHTING	52.09
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	53.54
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	53.74
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	57.30
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	80.87
	PUD	ACCT #2207-6180-7	OPERA HOUSE	81.52
	PUD	ACCT #2025-5745-0	STREET LIGHTING	84.05
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	87.23
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	90.43

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/1/2017 TO 6/7/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
117280	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT F	108.17
	PUD	ACCT #2208-3888-2	TRAFFIC CONTROL DEVICES	112.01
	PUD	ACCT #2020-0351-3	PUMPING PLANT	118.49
	PUD	ACCT #2022-9433-6	STREET LIGHTING	118.87
	PUD	ACCT #2207-3128-5	STREET LIGHTING	122.86
	PUD	ACCT #2025-7232-7	STREET LIGHTING	123.19
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	138.42
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	226.35
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	245.15
	PUD	ACCT #2213-2008-8	SUNNYSIDE FILTRATION PLAI	317.63
	PUD	ACCT #2016-3963-0	GOLF ADMINISTRATION	522.70
	PUD	ACCT #2208-2414-8	WASTE WATER TREATMENT F	548.84
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT F	557.43
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,590.88
	PUD		STREET LIGHTING	2,386.31
117281	PUGET SOUND ENERGY	ACCT #220013345925	GMA - STREET	17.25
117282	PUGET SOUND SECURITY	KEYS MADE	POLICE TRAINING-FIREARMS	4.90
	PUGET SOUND SECURITY		WATER DIST MAINS	22.09
117283	QUIL CEDA COMMUNITY		WATER/SEWER OPERATION	82.53
117284	RAMEY, THERESA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
117285	RAY, SCOTT		WATER/SEWER OPERATION	25.00
117286	RENTAL MANAGEMENT CO		WATER/SEWER OPERATION	186.19
117287	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER DIST MAINS	2,884.50
117288	SAFETY SOURCE LLC	ROAD PLATE	WATER SERVICES	99.64
	SAFETY SOURCE LLC		STORM DRAINAGE	99.64
	SAFETY SOURCE LLC		ROADWAY MAINTENANCE	99.65
117289	SAN DIEGO POLICE EQU	AMMUNITION	POLICE TRAINING-FIREARMS	405.79
117290	SIMPSON, MELONIQUE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
117291	SMOKEY POINT CONCRET	ROCK	SEWER MAIN COLLECTION	494.68
	SMOKEY POINT CONCRET		STORM DRAINAGE	494.68
	SMOKEY POINT CONCRET		SEWER MAIN COLLECTION	1,044.26
	SMOKEY POINT CONCRET		STORM DRAINAGE	1,044.26
	SMOKEY POINT CONCRET		STORM DRAINAGE	1,519.78
	SMOKEY POINT CONCRET		SEWER MAIN COLLECTION	1,519.79
117292	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	142,238.00
117293	SNO CO TREASURER	INMATE MEDICAL	DETENTION & CORRECTION	3,456.20
117294	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	532.60
117295	SOUTHERN COMPUTER	SCANNER CREDIT	COMMUNITY SERVICES UNIT	-366.30
	SOUTHERN COMPUTER	SCANNER	COMMUNITY SERVICES UNIT	366.30
	SOUTHERN COMPUTER		COMMUNITY SERVICES UNIT	462.14
117296	SPRINGBROOK NURSERY	ROCK	GMA - STREET	920.83
117297	STAPLES	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	16.12
117298	STERLING RENTALS	OPERA HOUSE LEASE PAYMENT	OPERA HOUSE	5,279.62
117299	STONEWAY ELECTRIC	LIGHTING CREDIT	PARK & RECREATION FAC	-3,638.11
	STONEWAY ELECTRIC	LIGHT BULBS	WASTE WATER TREATMENT F	90.01
	STONEWAY ELECTRIC	WELCO BLDG LIGHTING REPAIR	PUBLIC SAFETY BLDG	270.01
	STONEWAY ELECTRIC	LIGHTING	PARK & RECREATION FAC	907.71
	STONEWAY ELECTRIC		PARK & RECREATION FAC	1,759.00

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 6/1/2017 TO 6/7/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
117299	STONEWAY ELECTRIC	LIGHTING	PARK & RECREATION FAC	2,106.96
	STONEWAY ELECTRIC		PARK & RECREATION FAC	2,777.69
	STONEWAY ELECTRIC		PARK & RECREATION FAC	3,638.11
	STONEWAY ELECTRIC	PW SHOP RETRO TO LED	MAINT OF GENL PLANT	18,015.42
117300	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATIO	59.00
117301	SUPPLYWORKS	JANITORIAL SUPPLIES	CITY HALL	183.03
	SUPPLYWORKS		COURT FACILITIES	187.79
	SUPPLYWORKS		PUBLIC SAFETY BLDG	222.24
	SUPPLYWORKS		UTIL ADMIN	297.96
	SUPPLYWORKS		MAINT OF GENL PLANT	302.61
117302	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY EXPENSE	DETENTION & CORRECTION	71.35
117303	TALLMAN, BRIAN		WATER/SEWER OPERATION	130.44
117304	TAYLOR, KATHLEEN		WATER/SEWER OPERATION	23.74
117305	TOLBERT, JAMES	PER DIEM 6/19-6/20	POLICE INVESTIGATION	103.50
117306	TRANSPORTATION, DEPT	TOLL BILL	STORM DRAINAGE	7.75
117307	TULALIP CHAMBER	BBH (2)	EXECUTIVE ADMIN	46.00
117308	TULLER, CONNIE		WATER/SEWER OPERATION	24.39
117309	TYLER TECHNOLOGIES	DASHBOARD ANNUAL MAINTENANCE	COMPUTER SERVICES	1,752.69
117310	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	14.33
	UNITED PARCEL SERVIC		POLICE PATROL	151.50
117311	VERIZON	AMR LINES	METER READING	254.89
117312	WA STATE TREASURER	1ST QTR 2017 FORFEITURES	DRUG SEIZURE	599.60
117313	WALKER, HILARY D	REFUND CLASS FEES	PARKS-RECREATION	129.00
117314	WASTE MANAGEMENT	YARD WASTE/RECYCLE SERVICE	RECYCLING OPERATION	118,808.67
117315	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
117316	WILSON, CARL & DANIE		WATER/SEWER OPERATION	24.53
117317	ZIONS BANK	CUSTODIAN/SAFEKEEPING 5/1-8/30	FINANCE-GENL	665.00

**WARRANT TOTAL: 2,473,288.96**

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



# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 26, 2017**

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 June 14, 2017 claims in the amount of \$1,091,706.76 paid by EFT transactions and Check No. 117318 through 117514 with Check No.'s 110367, 113762, 114858 & 117045 voided.**

**COUNCIL ACTION:**

**CLAIMS  
FOR  
PERIOD-6**

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 **\$1,091,706.76 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 117318 THROUGH 117514 WITH CHECK NO.'S 110367, 113762, 114858 & 117045 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **26<sup>th</sup> DAY OF JUNE 2017.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 6/8/2017 TO 6/14/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
117318	FIRST AMERICAN TITLE	CLOSING FUNDS-1408 1ST ST	NON-DEPARTMENTAL	526,109.99
117319	FIRST AMERICAN TITLE	EARNST MONEY-521 DELTA AVE	NON-DEPARTMENTAL	5,000.00
117320	3M	TRANSFER TAPE	TRANSPORTATION MANAGEM	81.01
117321	ABUKHDEIR, MOHAMMAD		WATER/SEWER OPERATION	299.11
117322	AKERS, JADEN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
117323	AMERICAN CLEANERS	DRY CLEANING	COMMUNITY SERVICES UNIT	31.48
	AMERICAN CLEANERS		POLICE PATROL	42.66
	AMERICAN CLEANERS		POLICE INVESTIGATION	61.37
	AMERICAN CLEANERS		OFFICE OPERATIONS	64.65
	AMERICAN CLEANERS		DETENTION & CORRECTION	78.23
	AMERICAN CLEANERS		POLICE ADMINISTRATION	122.14
117324	APSCO, INC.	MECHANICAL SPRING WHEELS	SEWER LIFT STATION	2,245.32
117325	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	109.77
117326	ASPER, SANDRA	REFUND CLASS FEES	PARKS-RECREATION	60.00
117327	AWCPD	MEMBERSHIP DUES-KOENIG	COMMUNITY DEVELOPMENT-	100.00
117328	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	COMMUNITY CENTER	153.90
117329	BLACK, AMANDA & DOUG		WATER/SEWER OPERATION	214.23
117330	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	15.16
	BOB BARKER COMPANY		DETENTION & CORRECTION	338.27
	BOB BARKER COMPANY		DETENTION & CORRECTION	360.18
	BOB BARKER COMPANY		DETENTION & CORRECTION	826.03
117331	BOGART, KATIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
117332	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	800.00
117333	BRUCE C ALLEN & ASSO	APPRAISAL REPORT-16704 25TH AV	GMA - STREET	3,200.00
117334	BRUNS, JESSICA & ROB		GARBAGE	211.31
117335	BSN SPORTS, INC	SCOREBOARD	RECREATION SERVICES	545.49
117336	BURTON, DARRELL & TA		WATER/SEWER OPERATION	29.88
117337	CABLES PLUS	CABLES	COMPUTER SERVICES	70.68
	CABLES PLUS		COMPUTER SERVICES	275.00
117338	CAFERRO, GABRIELLA	REIMBURSE MILEAGE	EXECUTIVE ADMIN	14.18
117339	CAPITAL ONE COMMERC	SUPPLY REIMBURSEMENT	PARK & RECREATION FAC	52.42
	CAPITAL ONE COMMERC		PERSONNEL ADMINISTRATIO	66.08
	CAPITAL ONE COMMERC		PROTECTIVE INSPECTIONS	92.82
	CAPITAL ONE COMMERC		MAINT OF GENL PLANT	287.04
117340	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT F	12,415.80
117341	CEMEX	ASPHALT	ROADWAY MAINTENANCE	140.99
	CEMEX		STORM DRAINAGE	141.68
	CEMEX		STORM DRAINAGE	148.10
	CEMEX		ROADWAY MAINTENANCE	173.47
	CEMEX		ROADWAY MAINTENANCE	209.41
	CEMEX	APSHALT	ROADWAY MAINTENANCE	416.05
	CEMEX	ASPHALT	STORM DRAINAGE	697.33
117342	CENTRAL WELDING SUPP	GLOVES	ER&R	27.23
	CENTRAL WELDING SUPP	CO2 TANK REFILL	ER&R	41.70
	CENTRAL WELDING SUPP	COVERALLS	ER&R	60.01
	CENTRAL WELDING SUPP	LANYARDS	ER&R	147.29
	CENTRAL WELDING SUPP	FIRST AID KITS AND EARPLUGS	ER&R	219.29
	CENTRAL WELDING SUPP	PADLOCKS, GLOVES, BROOMS AND H	ER&R	719.63
117343	CHAMPION BOLT	HARDWARE	WASTE WATER TREATMENT F	67.73
117344	CHANCE, STEVE	SUMMER CONCERT SERIES 7/21/17	RECREATION SERVICES	600.00
117345	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,042.81

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 6/8/2017 TO 6/14/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
117346	CHRISMAN, ERIC	REIMBURSE MEAL	PARK & RECREATION FAC	7.72
117347	CITY OF MARYSVILLE		WATER/SEWER OPERATION	32.28
117348	CLEVERBRIDGE AG	X-WAYS COMPUTER SOFTWARE	GENERAL FUND	-202.84
	CLEVERBRIDGE AG		POLICE INVESTIGATION	2,431.84
117349	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,362.04
117350	CONSOLIDATED PRESS	CITYSCENE NEWSLETTER	UTILITY BILLING	1,229.67
117351	COOP SUPPLY	EXCHANGE K-9 FOOD	K9 PROGRAM	-13.09
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	97.09
	COOP SUPPLY		K9 PROGRAM	102.54
	COOP SUPPLY		K9 PROGRAM	176.71
	COOP SUPPLY		K9 PROGRAM	186.54
117352	CORNWELL TOOLS	RUBBER ERASER WHEELS	EQUIPMENT RENTAL	351.30
117353	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,963.11
117354	COSTA, RIETTA	INSTRUCTOR SERVICES	COMMUNITY CENTER	31.50
117355	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	269.42
117356	CUZ CONCRETE PROD	CATCH BASINS	STORM DRAINAGE	308.73
117357	DAILY JOURNAL OF COM	LEGAL ADS	GMA - STREET	404.00
117358	DATA QUEST LLC	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	75.00
117359	DELL	SERVER MEMORY	COMPUTER SERVICES	222.54
	DELL	LAPTOP	COMMUNITY DEVELOPMENT-	273.54
	DELL	LAPTOP ACCESSORIES	COMMUNITY DEVELOPMENT-	608.52
	DELL	LAPTOP	COMMUNITY DEVELOPMENT-	2,536.45
	DELL		IS REPLACEMENT ACCOUNTS	2,933.35
117360	DIAMOND B CONSTRUCT	ADJUST THERMOSTATS	COURT FACILITIES	317.48
117361	DICKS TOWING	TOWING EXPENSE-#814	EQUIPMENT RENTAL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-21847	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-23925	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-24373	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-25344	POLICE PATROL	150.84
117362	DISCOUNTCELL INC	IPHONE ACCESSORIES	INFORMATION SERVICES	-8.46
	DISCOUNTCELL INC		COMPUTER SERVICES	101.43
117363	DUBIS, DONALD	WITNESS FEES	MUNICIPAL COURTS	15.35
117364	DUNLAP INDUSTRIAL	ROTO BIT AND TAPE MEASURE	TRANSPORTATION MANAGEM	143.53
117365	E&E LUMBER	RETURN HARDWARE	WASTE WATER TREATMENT F	-14.64
	E&E LUMBER	HARDWARE	PARK & RECREATION FAC	4.37
	E&E LUMBER	PIPE FITTING AND ABS CAP	WASTE WATER TREATMENT F	6.26
	E&E LUMBER	FLAT	PARK & RECREATION FAC	6.27
	E&E LUMBER	COUPLING	PARK & RECREATION FAC	8.71
	E&E LUMBER	PAINTING SUPPLIES	PARK & RECREATION FAC	9.20
	E&E LUMBER	OUTLETS AND BOX	WASTE WATER TREATMENT F	9.99
	E&E LUMBER	CEMENT, COUPLING AND PIPE	PARK & RECREATION FAC	11.75
	E&E LUMBER	SHOVEL	PARK & RECREATION FAC	16.54
	E&E LUMBER	FASTENERS	WASTE WATER TREATMENT F	21.82
	E&E LUMBER	SPRAY PAINT	PARK & RECREATION FAC	21.96
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	25.94
	E&E LUMBER	STRING LINE	RECREATION SERVICES	27.21
	E&E LUMBER	HOLE SAW AND ELBOW	PARK & RECREATION FAC	27.84
	E&E LUMBER	SHELVING FOR SHED	STORM DRAINAGE	36.82
	E&E LUMBER		SEWER MAIN COLLECTION	36.83
	E&E LUMBER	CLEANER AND GLOVES	PARK & RECREATION FAC	50.21
	E&E LUMBER	CLEANING SUPPLIES	PARK & RECREATION FAC	55.43
	E&E LUMBER	PRIMER AND TAPE	PARK & RECREATION FAC	162.71
	E&E LUMBER	KNEE PADS AND BAGS	ER&R	180.10

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117365	E&E LUMBER	PAINT	PARK & RECREATION FAC	321.46
117366	EAST JORDAN IRON WOR	STORM LIDS, SEWER LIDS AND FRA	STORM DRAINAGE	1,926.57
	EAST JORDAN IRON WOR		SEWER MAIN COLLECTION	1,926.57
117367	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	21.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
117368	EGER, CHRISTOPHER	SUMMER CONCERT SERIES 8/11/17	RECREATION SERVICES	800.00
117369	ELSHAUG, CRAIG		WATER/SEWER OPERATION	28.25
117370	EMERGENCY MANAGEMENT	2ND QTR 2017 EMERGENCY SERVICE	NON-DEPARTMENTAL	19,176.51
117371	EVERETT STAMP WORKS	STAMP	DETENTION & CORRECTION	58.49
117372	EVERETT TIRE & AUTO	TIRES	EQUIPMENT RENTAL	434.38
117373	EVERGREEN STATE SHEE	REFUND ONLINE MECHANICAL PERMI	NON-BUS LICENSES AND PEF	13,910.00
117374	EVES, CHARLES		WATER/SEWER OPERATION	31.75
117375	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-12.29
	EVIDENT, INC.		POLICE PATROL	147.29
117376	FAUGHT, TRACI		WATER/SEWER OPERATION	23.63
117377	FEDEX	SHIPPING EXPENSE	WASTE WATER TREATMENT F	18.79
117378	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	42,000.00
117379	FLOWERS BY ADRIAN	MEMORIAL DAY SERVICE WREATH	POLICE ADMINISTRATION	177.71
117380	FOOTE, NORMAN	SUMMER CONCERT SERIES 7/19/17	RECREATION SERVICES	1,000.00
117381	FRENCH, SHANNON	RENTAL DEPOSIT REFUND	GENERAL FUND	500.00
	FRENCH, SHANNON	RENTAL FEE REFUND	PARKS-RENTS & ROYALTIES	560.00
117382	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.12
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.12
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	0.24
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.29
	FRONTIER COMMUNICATI		COMMUNITY CENTER	0.33
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.37
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	0.37
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.59
	FRONTIER COMMUNICATI		CITY CLERK	1.02
	FRONTIER COMMUNICATI		RECREATION SERVICES	1.28
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATION	1.74
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	1.78
	FRONTIER COMMUNICATI		STORM DRAINAGE	2.59
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	3.20
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	3.39

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117382	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	COMPUTER SERVICES	3.52
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	3.63
	FRONTIER COMMUNICATI		LEGAL-GENL	4.08
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	4.12
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	4.67
	FRONTIER COMMUNICATI		FINANCE-GENL	4.94
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	6.23
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	8.60
	FRONTIER COMMUNICATI		UTILITY BILLING	9.07
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	9.93
	FRONTIER COMMUNICATI		ENGR-GENL	10.44
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	10.64
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	11.07
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	12.21
	FRONTIER COMMUNICATI		UTIL ADMIN	13.62
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	15.96
	FRONTIER COMMUNICATI		POLICE PATROL	16.02
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	39.19
117383	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	7.87
	FRONTIER COMMUNICATI		COMMUNITY CENTER	7.87
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	7.87
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	7.87
	FRONTIER COMMUNICATI		CITY CLERK	15.74
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	15.74
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	15.74
	FRONTIER COMMUNICATI		YOUTH SERVICES	23.60
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	23.60
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	23.60
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	23.60
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	23.61
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	31.47
	FRONTIER COMMUNICATI		RECREATION SERVICES	31.47
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	39.34
	FRONTIER COMMUNICATI		LEGAL-GENL	39.34
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	39.34
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	47.21
	FRONTIER COMMUNICATI		FINANCE-GENL	47.21
	FRONTIER COMMUNICATI		STORM DRAINAGE	47.21
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	52.69
	FRONTIER COMMUNICATI	PHONE CHARGES	COMPUTER SERVICES	55.07
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	55.08
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	58.43
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE INVESTIGATION	62.95
	FRONTIER COMMUNICATI		UTILITY BILLING	62.95
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	62.95
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	70.81
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	78.68
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	81.98
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	82.30
	FRONTIER COMMUNICATI	PHONE CHARGES	MUNICIPAL COURTS	94.42
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	102.29
	FRONTIER COMMUNICATI		UTIL ADMIN	110.15
	FRONTIER COMMUNICATI		ENGR-GENL	118.02

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117383	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	165.23
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	228.50
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE PATROL	338.33
117384	FUNTER, SHANE	WITNESS FEES	MUNICIPAL COURTS	15.35
117385	GALLS, LLC	UNIFORM-LEE	COMMUNITY SERVICES UNIT	89.58
	GALLS, LLC		COMMUNITY SERVICES UNIT	89.59
117386	GAUTHIER, KIMBERLY	INSTRUCTOR SERVICES	COMMUNITY CENTER	165.00
117387	GOTCHA PEST CONTROL	PEST CONTROL	PUBLIC SAFETY BLDG	218.20
117388	GOVCONNECTION INC	PORT ADAPTERS AND KEYBOARDS	COMPUTER SERVICES	145.53
	GOVCONNECTION INC	LANGUARD LICENSE RENEWAL	COMPUTER SERVICES	2,367.47
117389	GRACE NOTES STUDIO	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
117390	GRAHAM, JEFFREY & HA		WATER/SEWER OPERATION	247.01
117391	GRAINGER	SUMP PUMP	WATER DIST MAINS	325.81
	GRAINGER		PUMPING PLANT	325.81
117392	GRAYBAR ELECTRIC CO	JUNCTION BOXES	COMPUTER SERVICES	97.97
117393	GREEN RIVER CC	TRAINING-MILLER	UTIL ADMIN	200.00
117394	GREENHAUS PORTABLE	PORTABLE SERVICE	PARK & RECREATION FAC	375.00
	GREENHAUS PORTABLE		RECREATION SERVICES	750.00
117395	GREENSHIELDS	HOUSING, HOSE BARB AND BUSHING	EQUIPMENT RENTAL	71.07
	GREENSHIELDS	FITTINGS	EQUIPMENT RENTAL	250.73
	GREENSHIELDS	GAS CANS	PARK & RECREATION FAC	313.70
117396	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
117397	HACH COMPANY	SODIUM CHLORIDE	WATER QUAL TREATMENT	43.36
	HACH COMPANY	WQ FIELD TESTING SUPPLIES	WATER QUAL TREATMENT	351.38
117398	HANNAHS, JESSE	REIMBURSE MEAL	ENGR-GENL	8.43
117399	HB JAEGER COMPANY	RESETTERS	WATER/SEWER OPERATION	511.50
117400	HD FOWLER COMPANY	END CAP	STORM DRAINAGE	54.58
	HD FOWLER COMPANY	HYDRANT METERS	WATER CROSS CNTL	867.22
	HD FOWLER COMPANY	HYDRANT METERS AND HARDWARE	WATER CROSS CNTL	7,180.39
117401	HD SUPPLY WATERWORKS	FIRE HYDRANT REPAIR KITS	HYDRANTS	619.93
117402	HERC RENTALS INC	TRACK HOE RENTAL	STORM DRAINAGE	3,409.39
117403	HINT PERIPHERALS	PATROL CAR OUTFITTING EQUIPMEN	ER&R	-683.45
	HINT PERIPHERALS		EQUIPMENT RENTAL	630.29
	HINT PERIPHERALS		EQUIPMENT RENTAL	630.29
	HINT PERIPHERALS		EQUIPMENT RENTAL	630.29
	HINT PERIPHERALS		EQUIPMENT RENTAL	630.29
	HINT PERIPHERALS		EQUIPMENT RENTAL	630.29
	HINT PERIPHERALS		EQUIPMENT RENTAL	630.29
	HINT PERIPHERALS		EQUIPMENT RENTAL	630.30
	HINT PERIPHERALS		EQUIPMENT RENTAL	630.30
	HINT PERIPHERALS		EQUIPMENT RENTAL	630.30
	HINT PERIPHERALS		EQUIPMENT RENTAL	630.30
	HINT PERIPHERALS		EQUIPMENT RENTAL	630.30
	HINT PERIPHERALS		EQUIPMENT RENTAL	630.30
	HINT PERIPHERALS		EQUIPMENT RENTAL	630.30
	HINT PERIPHERALS		EQUIPMENT RENTAL	1,260.61
117404	HOUSE OF UPHOLSTERY	RECOVER SEAT	EQUIPMENT RENTAL	245.48
117405	INTERSTATE BATTERY	BATTERIES	ER&R	323.42
117406	J & B TOOLS, LLC	CORD REELS AND TORCH	EQUIPMENT RENTAL	349.05
117407	JUDD & BLACK	REFRIGERATOR-WELCO	FACILITY REPLACEMENT	249.84
117408	KAISER PERMANENTE	IMMUNIZATIONS	EXECUTIVE ADMIN	147.00
	KAISER PERMANENTE	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	807.00
117409	KEN'S PROFESSIONAL	WINDOW CLEANING	COMMUNITY CENTER	150.00
117410	KENNEDY, JOHN PATRIC	UB 040553010002 9332 64TH AVE	WATER/SEWER OPERATION	119.30
117411	KENWORTH NORTHWEST	RETURN REGULATORS	EQUIPMENT RENTAL	-105.80



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117411	KENWORTH NORTHWEST	REGULATORS	EQUIPMENT RENTAL	105.80
	KENWORTH NORTHWEST	OIL AND FUEL FILTERS	EQUIPMENT RENTAL	110.15
	KENWORTH NORTHWEST	FILTER	EQUIPMENT RENTAL	180.77
117412	KNEBEL COMPANY	ASBESTOS INSPECTION-1612 1ST S	GMA - STREET	1,335.00
	KNEBEL COMPANY	ASBESTOS INSPECTION-1702 1ST S	GMA - STREET	1,500.00
117413	KNOEDLER, LENNY		WATER/SEWER OPERATION	36.44
117414	KOENIG, DAVID	REIMBURSE MILEAGE/PARKING EXPE	COMMUNITY DEVELOPMENT-	30.69
	KOENIG, DAVID		COMMUNITY DEVELOPMENT-	68.48
117415	KPG, INC PS	PROFESSIONAL SERVICES	GMA - STREET	10,361.48
117416	LAKEWOOD SCHOOL DIST	MITIGATION FEES	SCHOOL MIT FEES	9,504.00
117417	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	493.88
117418	LASTING IMPRESSIONS	UNIFORM-BOGGS	COMMUNITY SERVICES UNIT	157.06
	LASTING IMPRESSIONS	POLO SHIRTS	ER&R	546.72
117419	LES SCHWAB TIRE CTR	WHEEL	PARK & RECREATION FAC	182.82
	LES SCHWAB TIRE CTR	TIRES	EQUIPMENT RENTAL	251.99
	LES SCHWAB TIRE CTR		ER&R	1,627.65
117420	LICENSING, DEPT OF	TAX & LICENSING FEES FOR BEARC	EQUIPMENT RENTAL	23,700.47
117421	MARYSVILLE FIRE DIST	INMATE MEDICAL TRANSPORT	DETENTION & CORRECTION	621.40
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	690.00
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	723.60
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	771.40
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	777.00
117422	MARYSVILLE PRINTING	OT SLIPS	POLICE PATROL	268.82
	MARYSVILLE PRINTING	BUDGET BOOKS	FINANCE-GENL	586.96
117423	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	18,624.00
117424	MARYSVILLE, CITY OF	UTILITY SERVICE-17906 43RD AVE	WATER FILTRATION PLANT	55.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST	PARK & RECREATION FAC	86.50
	MARYSVILLE, CITY OF	UTILITY SERVICE-15524 SMOKEY P	PUBLIC SAFETY BLDG	157.59
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST	PARK & RECREATION FAC	557.25
117425	MCBRIDE, MICHAEL K		WATER/SEWER OPERATION	150.00
117426	MCSHANE, PAUL	REIMBURSE TRAVEL/TRAINING EXPE	POLICE INVESTIGATION	111.52
117427	MILLER, BARBARA	UTILITY TAX REBATE	UTIL ADMIN	40.00
	MILLER, BARBARA		NON-DEPARTMENTAL	88.71
	MILLER, BARBARA		UTIL ADMIN	149.10
117428	MING NGUYEN & PHOUN		GARBAGE	2,347.44
117429	MIZELL, TARA	REIMBURSE CONFERENCE EXPENSE	RECREATION SERVICES	31.00
	MIZELL, TARA	REIMBURSE SPECIAL EVENT & DAY	RECREATION SERVICES	35.12
	MIZELL, TARA		OPERA HOUSE	121.54
	MIZELL, TARA	REIMBURSE CONFERENCE EXPENSE	RECREATION SERVICES	146.40
117430	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	COMMUNITY DEVELOPMENT-	6.55
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	6.55
	MOBILEGUARD, INC.		RECREATION SERVICES	6.55
	MOBILEGUARD, INC.		SOLID WASTE OPERATIONS	6.55
	MOBILEGUARD, INC.		COMMUNITY DEVELOPMENT-	6.55
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	6.55
	MOBILEGUARD, INC.		RECREATION SERVICES	6.55
	MOBILEGUARD, INC.		SOLID WASTE OPERATIONS	6.55
	MOBILEGUARD, INC.		OFFICE OPERATIONS	13.10
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	13.10
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	13.10
	MOBILEGUARD, INC.		OFFICE OPERATIONS	13.10
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	13.10
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	13.10

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117430	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	LEGAL - PROSECUTION	19.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	19.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	19.65
	MOBILEGUARD, INC.		GENERAL SERVICES - OVERH	19.65
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	19.65
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	19.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	19.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	19.65
	MOBILEGUARD, INC.		GENERAL SERVICES - OVERH	19.65
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	19.65
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	26.20
	MOBILEGUARD, INC.		YOUTH SERVICES	26.20
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	26.20
	MOBILEGUARD, INC.		YOUTH SERVICES	26.20
	MOBILEGUARD, INC.		POLICE INVESTIGATION	39.30
	MOBILEGUARD, INC.		STORM DRAINAGE	39.30
	MOBILEGUARD, INC.		POLICE INVESTIGATION	39.30
	MOBILEGUARD, INC.		STORM DRAINAGE	39.30
	MOBILEGUARD, INC.		WASTE WATER TREATMENT F	45.85
	MOBILEGUARD, INC.		WASTE WATER TREATMENT F	45.85
	MOBILEGUARD, INC.		UTIL ADMIN	52.40
	MOBILEGUARD, INC.		UTIL ADMIN	52.40
	MOBILEGUARD, INC.		DETENTION & CORRECTION	72.05
	MOBILEGUARD, INC.		DETENTION & CORRECTION	72.05
	MOBILEGUARD, INC.		COMPUTER SERVICES	85.60
	MOBILEGUARD, INC.		COMPUTER SERVICES	91.60
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	98.25
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	98.25
	MOBILEGUARD, INC.		POLICE PATROL	275.10
	MOBILEGUARD, INC.		POLICE PATROL	275.10
117431	MORSE, CRISTINA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
117432	MOTOR TRUCKS	DISC	EQUIPMENT RENTAL	223.87
117433	MOTOROLA	POLICE CAR OUTFITTING EQUIPMEN	EQUIPMENT RENTAL	3,623.32
	MOTOROLA		EQUIPMENT RENTAL	3,623.32
	MOTOROLA		EQUIPMENT RENTAL	3,623.32
	MOTOROLA		EQUIPMENT RENTAL	3,623.32
	MOTOROLA		EQUIPMENT RENTAL	3,623.32
	MOTOROLA		EQUIPMENT RENTAL	3,623.32
	MOTOROLA		EQUIPMENT RENTAL	3,623.32
	MOTOROLA	RADIOS	COMMUNITY SERVICES UNIT	3,842.61
	MOTOROLA	POLICE CAR OUTFITTING EQUIPMEN	EQUIPMENT RENTAL	7,246.64
117434	MUNICIPAL CLERKS	MEMBERSHIP DUES-OBRIEN	CITY CLERK	75.00
117435	NATIONAL BARRICADE	SIGNS	WASTE WATER TREATMENT F	491.36
117436	NAVIA BENEFIT	FLEX PAN FEES	PERSONNEL ADMINISTRATIO	66.40
117437	NEWPORT, KATRINA	REIMBURSE CERT RENEWAL	COMMUNITY DEVELOPMENT-	85.00
117438	NORTH CENTRAL LABORA	WWTP SUPPLIES	WATER/SEWER OPERATION	-37.55
	NORTH CENTRAL LABORA	LAB SUPPLIES	WATER/SEWER OPERATION	-26.74
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT F	320.57
	NORTH CENTRAL LABORA	WWTP SUPPLIES	WASTE WATER TREATMENT F	450.24
117439	NORTH SOUND HOSE	HARDWARE	WATER DIST MAINS	14.89
117440	NORTHERN SAFETY CO	RESPIRATORS	PRO ACT TEAM	315.95
117441	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,503.20
117442	NORTHWEST HOME RENOV		WATER/SEWER OPERATION	33.49

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117443	O'BRIEN, APRIL	REIMBURSE MILEAGE	CITY CLERK	26.49
117444	OBOM CONSTRUCTION	REPLACE DAMAGED FENCE	PUBLIC SAFETY BLDG	2,225.64
117445	ODE, ERIC R	SUMMER CONCERT SERIES 8/2/17	RECREATION SERVICES	375.00
117446	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	1.74
	OFFICE DEPOT		UTIL ADMIN	1.74
	OFFICE DEPOT		ENGR-GENL	2.79
	OFFICE DEPOT		ENGR-GENL	5.99
	OFFICE DEPOT		UTIL ADMIN	6.00
	OFFICE DEPOT		UTIL ADMIN	21.92
	OFFICE DEPOT		UTIL ADMIN	29.88
	OFFICE DEPOT		ENGR-GENL	31.20
	OFFICE DEPOT		POLICE PATROL	42.83
	OFFICE DEPOT		SEWER MAIN COLLECTION	44.18
	OFFICE DEPOT		STORM DRAINAGE	44.18
	OFFICE DEPOT		STORM DRAINAGE	53.08
	OFFICE DEPOT		SEWER MAIN COLLECTION	53.09
	OFFICE DEPOT		POLICE PATROL	58.11
	OFFICE DEPOT		SEWER MAIN COLLECTION	67.65
	OFFICE DEPOT		STORM DRAINAGE	67.66
	OFFICE DEPOT	MEETING TABLE	UTIL ADMIN	139.08
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	155.40
	OFFICE DEPOT		UTIL ADMIN	246.54
	OFFICE DEPOT		LEGAL - PROSECUTION	249.76
	OFFICE DEPOT		POLICE PATROL	300.20
	OFFICE DEPOT		POLICE PATROL	315.06
	OFFICE DEPOT	CHAIR	POLICE ADMINISTRATION	480.02
	OFFICE DEPOT	EVIDENCE SUPPLIES	POLICE PATROL	679.76
117447	ORDWING, CHRISTINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	31.50
117448	PABIS, ERICA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
117449	PACIFIC GOLF & TURF	BLADES	SMALL ENGINE SHOP	135.01
117450	PACIFIC POWER BATTER	BATTERIES	UTIL ADMIN	5.84
117451	PARTS STORE, THE	RETURN BELT	EQUIPMENT RENTAL	-30.04
	PARTS STORE, THE	CARWASH SOAP	PARK & RECREATION FAC	14.72
	PARTS STORE, THE	MOUNTING BASE	EQUIPMENT RENTAL	23.89
	PARTS STORE, THE	SERPENTINE BELTS	EQUIPMENT RENTAL	55.72
	PARTS STORE, THE	BELTS	ER&R	71.00
	PARTS STORE, THE	PATROL CAR OUTFITTING EQUIPMEN	EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE		EQUIPMENT RENTAL	77.57
	PARTS STORE, THE	FILTERS AND FLASHER	ER&R	84.15
	PARTS STORE, THE	FILTERS	EQUIPMENT RENTAL	86.00
	PARTS STORE, THE	FILTERS AND WW FLUID	ER&R	112.44

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117451	PARTS STORE, THE	FILTERS, LED STROBE AND WIPER	ER&R	244.13
117452	PETROCARD SYSTEMS	FUEL CONSUMED	EQUIPMENT RENTAL	34.97
	PETROCARD SYSTEMS		STORM DRAINAGE	74.09
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	114.93
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	232.80
	PETROCARD SYSTEMS		PARK & RECREATION FAC	497.98
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERT	3,083.94
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,255.01
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,827.58
	PETROCARD SYSTEMS		POLICE PATROL	5,665.33
117453	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	46.24
	PGC INTERBAY LLC		MAINTENANCE	46.24
	PGC INTERBAY LLC		PRO-SHOP	54.51
	PGC INTERBAY LLC		PRO-SHOP	68.50
	PGC INTERBAY LLC		MAINTENANCE	88.77
	PGC INTERBAY LLC		PRO-SHOP	127.33
	PGC INTERBAY LLC		PRO-SHOP	137.20
	PGC INTERBAY LLC		MAINTENANCE	145.02
	PGC INTERBAY LLC		MAINTENANCE	188.65
	PGC INTERBAY LLC		MAINTENANCE	190.32
	PGC INTERBAY LLC		PRO-SHOP	232.73
	PGC INTERBAY LLC		MAINTENANCE	407.53
	PGC INTERBAY LLC		PRO-SHOP	503.52
	PGC INTERBAY LLC		MAINTENANCE	797.95
	PGC INTERBAY LLC		PRO-SHOP	6,749.34
	PGC INTERBAY LLC		MAINTENANCE	10,069.01
117454	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
	PHAM, JOSEPH		COURTS	125.00
117455	PHELPS, ED	REIMBURSE MEAL	PARK & RECREATION FAC	12.26
117456	PICK OF THE LITTER	BANNERS FOR SPORTS CAMPS	RECREATION SERVICES	328.57
117457	PLATT ELECTRIC	FUSES	WASTE WATER TREATMENT F	75.41
117458	POSITIVE CONCEPTS IN	THERMAL PAPER	GENERAL FUND	-22.30
	POSITIVE CONCEPTS IN		POLICE PATROL	267.30
117459	POSTAL SERVICE	POSTAGE-PERMIT 80 STANDARD MAI	RECREATION SERVICES	4,979.54
117460	PREMIER SILICA LLC	SILICA SAND	WATER/SEWER OPERATION	-583.54
	PREMIER SILICA LLC		WASTE WATER TREATMENT F	6,996.04
117461	PRICE, SUSAN	ENTERTAINMENT 7/20/17	OPERA HOUSE	300.00
117462	PUD	ACCT #2054-2741-2	PARK & RECREATION FAC	7.37
	PUD	ACCT #2052-8364-1	STREET LIGHTING	8.82
	PUD	ACCT #2050-2647-6	STREET LIGHTING	10.71
	PUD	ACCT #2045-8436-1	STREET LIGHTING	16.71
	PUD	ACCT #2050-2647-6	STREET LIGHTING	16.76
	PUD	ACCT #2021-7786-1	PUMPING PLANT	17.82
	PUD	ACCT #2045-8436-1	STREET LIGHTING	22.14
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	37.12
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	52.17
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	56.96
	PUD	ACCT #2023-6819-7	PUMPING PLANT	112.00
	PUD	ACCT #2025-7611-2	STREET LIGHTING	124.33
	PUD	ACCT #2010-4638-0	PARK & RECREATION FAC	143.64
	PUD	ACCT #2008-1280-8	PUMPING PLANT	193.41
	PUD	ACCT #2033-4458-5	STREET LIGHTING	199.43
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	390.84

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117462	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	412.07
	PUD	ACCT #2010-9896-9	PUMPING PLANT	760.30
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,362.34
	PUD	ACCT #2028-8209-8	STREET LIGHTING	9,325.49
	PUD		STREET LIGHTING	14,586.03
117463	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	10.83
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	38.82
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	48.39
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	66.60
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	91.50
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	107.50
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	144.72
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	201.98
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	275.46
117464	PUGET SOUND SECURITY	KEYS MADE	COMMUNITY SERVICES UNIT	7.31
	PUGET SOUND SECURITY		POLICE PATROL	14.73
	PUGET SOUND SECURITY		EQUIPMENT RENTAL	21.93
117465	QUEDADO, JENNIFER	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
117466	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	9,143.86
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	17,410.25
117467	RICOH USA, INC.	PRINTER/COPIER CHARGES	OFFICE OPERATIONS	13.07
	RICOH USA, INC.		COMMUNITY CENTER	13.43
	RICOH USA, INC.		GENERAL SERVICES - OVERH	13.65
	RICOH USA, INC.		PROPERTY TASK FORCE	54.10
	RICOH USA, INC.		WASTE WATER TREATMENT F	74.63
	RICOH USA, INC.		PARK & RECREATION FAC	83.14
	RICOH USA, INC.		PROBATION	102.07
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	109.24
	RICOH USA, INC.		ENGR-GENL	138.84
	RICOH USA, INC.		POLICE PATROL	176.26
	RICOH USA, INC.		UTIL ADMIN	206.13
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	214.60
	RICOH USA, INC.	HR COPIER HARD DRIVE	PERSONNEL ADMINISTRATIO	381.85
117468	RICOH USA, INC.	PRINTER/COPIER CHARGES	COMMUNITY CENTER	27.81
	RICOH USA, INC.		MUNICIPAL COURTS	39.62
	RICOH USA, INC.		OFFICE OPERATIONS	57.01
	RICOH USA, INC.		PROPERTY TASK FORCE	75.04
	RICOH USA, INC.		ENGR-GENL	144.14
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	152.34
	RICOH USA, INC.		WASTE WATER TREATMENT F	196.18
	RICOH USA, INC.		PROBATION	212.75
	RICOH USA, INC.		POLICE PATROL	261.15
	RICOH USA, INC.		UTIL ADMIN	290.34
	RICOH USA, INC.		PARK & RECREATION FAC	309.44
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	584.80
117469	ROCKAFIELD, ALISON	REFUND CLASS FEES	PARKS-RECREATION	39.00
117470	ROMAINE ELECTRIC	STARTER	EQUIPMENT RENTAL	100.92
117471	ROTH, JERAMIE	REIMBURSE MEAL	PARK & RECREATION FAC	14.00
117472	ROY ROBINSON	RELAYS	EQUIPMENT RENTAL	68.72
	ROY ROBINSON		ER&R	137.44
	ROY ROBINSON	DIAGNOSE AND REPAIR AC #P154	EQUIPMENT RENTAL	208.10
117473	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
117474	SAFARILAND, LLC	L3 CABLE SET	GENERAL FUND	-34.82

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117474	SAFARILAND, LLC	RADIO ACCESSORIES	GENERAL FUND	-26.85
	SAFARILAND, LLC		POLICE PATROL	321.85
	SAFARILAND, LLC	L3 CABLE SET	POLICE PATROL	417.37
117475	SAFEWAY INC.	SPECIAL EVENT SUPPLIES	RECREATION SERVICES	21.25
117476	SAFEWAY INC.	MEETING/WELLNESS SUPPLIES	EXECUTIVE ADMIN	12.29
	SAFEWAY INC.		EXECUTIVE ADMIN	12.98
	SAFEWAY INC.		NON-DEPARTMENTAL	25.76
	SAFEWAY INC.		PERSONNEL ADMINISTRATIO	32.93
117477	SHERI STEPHENS/CHRIS		WATER/SEWER OPERATION	46.13
117478	SHI INTERNATIONAL	IPHONE/IPAD AIRWATCH LICENSING	CITY CLERK	19.49
	SHI INTERNATIONAL		COMMUNITY DEVELOPMENT-	19.49
	SHI INTERNATIONAL		RECREATION SERVICES	19.49
	SHI INTERNATIONAL		PERSONNEL ADMINISTRATIO	19.49
	SHI INTERNATIONAL		FINANCE-GENL	38.98
	SHI INTERNATIONAL		OFFICE OPERATIONS	38.98
	SHI INTERNATIONAL		PROPERTY TASK FORCE	38.98
	SHI INTERNATIONAL		LEGAL-GENL	38.98
	SHI INTERNATIONAL		FACILITY MAINTENANCE	38.98
	SHI INTERNATIONAL		MUNICIPAL COURTS	58.47
	SHI INTERNATIONAL		LEGAL - PROSECUTION	58.47
	SHI INTERNATIONAL		PARK & RECREATION FAC	58.47
	SHI INTERNATIONAL		GENERAL SERVICES - OVERF	58.47
	SHI INTERNATIONAL		YOUTH SERVICES	77.96
	SHI INTERNATIONAL		COMMUNITY SERVICES UNIT	77.96
	SHI INTERNATIONAL		WASTE WATER TREATMENT F	77.96
	SHI INTERNATIONAL		ENGR-GENL	97.45
	SHI INTERNATIONAL		EXECUTIVE ADMIN	97.45
	SHI INTERNATIONAL		DETENTION & CORRECTION	97.45
	SHI INTERNATIONAL		LEGAL-GENL	106.86
	SHI INTERNATIONAL		EXECUTIVE ADMIN	106.86
	SHI INTERNATIONAL		GENERAL SERVICES - OVERF	106.86
	SHI INTERNATIONAL		LEGAL - PROSECUTION	106.86
	SHI INTERNATIONAL		PARK & RECREATION FAC	106.86
	SHI INTERNATIONAL		GENERAL SERVICES - OVERF	106.86
	SHI INTERNATIONAL		STORM DRAINAGE	106.86
	SHI INTERNATIONAL		CITY CLERK	106.86
	SHI INTERNATIONAL		POLICE ADMINISTRATION	106.86
	SHI INTERNATIONAL		UTIL ADMIN	106.86
	SHI INTERNATIONAL		POLICE INVESTIGATION	116.94
	SHI INTERNATIONAL		WATER QUAL TREATMENT	116.94
	SHI INTERNATIONAL		STORM DRAINAGE	116.94
	SHI INTERNATIONAL		CITY COUNCIL	136.43
	SHI INTERNATIONAL		STORM DRAINAGE	213.72
	SHI INTERNATIONAL		ENGR-GENL	213.72
	SHI INTERNATIONAL		WASTE WATER TREATMENT F	213.72
	SHI INTERNATIONAL		POLICE ADMINISTRATION	213.72
	SHI INTERNATIONAL		POLICE ADMINISTRATION	233.88
	SHI INTERNATIONAL		UTIL ADMIN	292.35
	SHI INTERNATIONAL		COMPUTER SERVICES	298.46
	SHI INTERNATIONAL		CRIME PREVENTION	320.58
	SHI INTERNATIONAL		POLICE PATROL	427.44
	SHI INTERNATIONAL		DETENTION & CORRECTION	427.44
	SHI INTERNATIONAL		POLICE PATROL	818.58

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117479	SHOSKY, STEFANIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
117480	SHRED-IT US	MONTHLY SHREDDING SERVICE	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US		COMMUNITY DEVELOPMENT-	4.56
	SHRED-IT US		EXECUTIVE ADMIN	22.39
	SHRED-IT US		LEGAL - PROSECUTION	22.39
117481	SIEMENS INDUSTRY, IN	CONTROLLERS W/DISPLAYS	SEWER LIFT STATION	3,630.22
117482	SISKUN POWER EQUIPME	FAN MOTOR	EQUIPMENT RENTAL	274.78
117483	SNO CO TREASURER	NORBY CONDEMNATION	GMA - STREET	608.00
117484	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	967.79
117485	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	81,868.03
117486	SOLID WASTE SYSTEMS	BRACKET, BEARING AND PIN	EQUIPMENT RENTAL	1,442.66
117487	SORENSEN, SHAD		WATER/SEWER OPERATION	29.27
117488	SORENSEN, PEGGY	REFUND CLASS FEES	PARKS-RECREATION	50.00
117489	SOUND SAFETY	BOOTS/SHOES-GEIST	UTIL ADMIN	200.00
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	248.15
117490	SOUND TRACTOR	ROLLER, PIN GAUGE AND COTTER P	SMALL ENGINE SHOP	54.76
	SOUND TRACTOR	GEAR ASSEMBLY AND GEAR OIL	SMALL ENGINE SHOP	1,120.87
117491	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIO	9.40
	STAPLES		PARK & RECREATION FAC	9.84
	STAPLES		PERSONNEL ADMINISTRATIO	56.94
	STAPLES	PRINTER STAND	SEWER MAIN COLLECTION	72.95
	STAPLES		STORM DRAINAGE	72.95
	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	112.05
	STAPLES	CHAIR MATS	MUNICIPAL COURTS	114.77
	STAPLES	OFFICE SUPPLIES	COMMUNITY CENTER	257.55
117492	STUART, JONATHAN	SUMMER CONCERT SERIES 8/4/17	RECREATION SERVICES	450.00
117493	SWICK-LAFAVE, JULIE	INMATE MEALS	DETENTION & CORRECTION	936.46
117494	TACOMA SCREW PRODUCT	CLAMPS	EQUIPMENT RENTAL	18.34
	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	133.69
	TACOMA SCREW PRODUCT		EQUIPMENT RENTAL	193.04
117495	TESSCO INC	PATROL CAR OUTFITTING EQUIPMEN	EQUIPMENT RENTAL	26.27
	TESSCO INC		EQUIPMENT RENTAL	26.28
	TESSCO INC		EQUIPMENT RENTAL	26.28
	TESSCO INC		EQUIPMENT RENTAL	26.28
	TESSCO INC		EQUIPMENT RENTAL	26.28
	TESSCO INC		EQUIPMENT RENTAL	26.28
	TESSCO INC		EQUIPMENT RENTAL	26.28
	TESSCO INC		EQUIPMENT RENTAL	26.28
	TESSCO INC		EQUIPMENT RENTAL	26.35
	TESSCO INC		EQUIPMENT RENTAL	26.35
	TESSCO INC		EQUIPMENT RENTAL	26.35
	TESSCO INC		EQUIPMENT RENTAL	26.35
	TESSCO INC		EQUIPMENT RENTAL	26.35
	TESSCO INC		EQUIPMENT RENTAL	26.35
	TESSCO INC		EQUIPMENT RENTAL	26.36
	TESSCO INC		EQUIPMENT RENTAL	52.55
	TESSCO INC		EQUIPMENT RENTAL	202.42
	TESSCO INC		EQUIPMENT RENTAL	202.42
	TESSCO INC		EQUIPMENT RENTAL	202.43
	TESSCO INC		EQUIPMENT RENTAL	202.43
	TESSCO INC		EQUIPMENT RENTAL	202.43
	TESSCO INC		EQUIPMENT RENTAL	202.43
	TESSCO INC		EQUIPMENT RENTAL	202.43
	TESSCO INC		EQUIPMENT RENTAL	202.43
	TESSCO INC		EQUIPMENT RENTAL	204.88
	TESSCO INC		EQUIPMENT RENTAL	204.88

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117495	TESSCO INC	PATROL CAR OUTFITTING EQUIPMEN	EQUIPMENT RENTAL	204.88
	TESSCO INC		EQUIPMENT RENTAL	204.88
	TESSCO INC		EQUIPMENT RENTAL	204.88
	TESSCO INC		EQUIPMENT RENTAL	404.86
117496	THOMAS, STEVEN & JON		WATER/SEWER OPERATION	488.33
117497	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	94.29
117498	VINYL SIGNS & BANNER	KBCC SIGN	COMMUNITY CENTER	152.74
117499	VOGAN, BRIAN	SUMMER CONCERT SERIES 6/16/17	RECREATION SERVICES	650.00
117500	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	157.50
	WA STATE TREASURER		GENERAL FUND	41,061.21
117501	WATSON, DEXTER & SON		WATER/SEWER OPERATION	162.78
117502	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,911.43
117503	WEED GRAAFSTRA	LEGAL SERVICES	GMA - STREET	148.00
	WEED GRAAFSTRA		GMA - STREET	224.75
117504	WERNER, KYLE	UB 080150000003 5418 95TH PL N	WATER/SEWER OPERATION	29.07
117505	WESTERN FACILITIES	SQUEEGEE, BUCKET, CLEANER AND	MAINT OF GENL PLANT	143.03
117506	WESTERN PETERBILT	FILTER	EQUIPMENT RENTAL	36.35
	WESTERN PETERBILT	TIE ROD ENDS	EQUIPMENT RENTAL	92.84
	WESTERN PETERBILT	BRACKET	EQUIPMENT RENTAL	144.27
	WESTERN PETERBILT	DIAGNOSE AND REPAIR #J030	EQUIPMENT RENTAL	182.43
	WESTERN PETERBILT	REPAIR EXHAUST #J031	EQUIPMENT RENTAL	1,627.75
117507	WETLAND RESOURCES	FIELD DELINEATION	GMA-PARKS	720.00
117508	WHITE CAP CONSTRUCT	RESPIRATOR	PARK & RECREATION FAC	33.81
	WHITE CAP CONSTRUCT	SEALANT AND SUPPLIES	PARK & RECREATION FAC	581.27
117509	WHITE, TIM & DEE		WATER/SEWER OPERATION	22.96
117510	WILBORN, MICHAEL		WATER/SEWER OPERATION	1,447.23
117511	WILTSE, JENNY	SUMMER CONCERT SERIES 7/28/17	RECREATION SERVICES	300.00
117512	WITMER, ROBERTSON D	SUMMER CONCERT SERIES 7/14/17	RECREATION SERVICES	800.00
117513	WSSUA	SOFTBALL UMPIRES	RECREATION SERVICES	1,050.00
117514	YAMAHA MOTOR CORP	GOLF CART LEASE	GOLF ADMINISTRATION	2,428.80

**WARRANT TOTAL: 1,092,244.46**

CHECK #110367	CHECK LOST IN MAIL	(29.07)
CHECK #113762	CHECK LOST IN MAIL	(119.30)
CHECK #114858	CHECK LOST IN MAIL	(277.81)
CHECK #117045	CHECK LOST	(111.52)

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


**1,091,706.76**



# *Index #5*

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

**CITY COUNCIL MEETING DATE: 06/26/17**

<b>AGENDA ITEM:</b>	
Professional Services Agreement Supplemental #3 with James G Murphy Co for Auctioneering Services	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Tonya Miranda, Administrative Services Manager	
<b>DEPARTMENT:</b>	
Public Works, Fleet	
<b>ATTACHMENTS:</b>	
Professional Services Agreement Supplemental #3 - Extension	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

In 2012, the contract for auctioneering services for surplus vehicles and equipment was bid and awarded to James G. Murphy Co and the City has exercised the option to renew each annual term since then. The contract can be renewed for up to five additional years.

We propose extending the contract for the final two annual periods subject to all existing terms, conditions, and specifications. The extension would be retroactive to March 9, 2016 and expire on March 9, 2018.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement Supplemental #3 with James G Murphy Co. to provide auctioneering services.

**SUPPLEMENTAL - EXTENSION AGREEMENT NO. 3  
TO AUCTION SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND JAMES G MURPHY, CO  
FOR AUCTION SERVICES**

This Supplemental Extension Agreement No. 3 is made and entered into on the 31 day of May, 2017, ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City" or "Marysville"), and James G Murphy, Co. a Washington Corporation ("Auctioneer").

WITNESSETH THAT:

**WHEREAS**, the parties hereto have previously entered into an Agreement to provide the City with Auction Services said Agreement being dated March 26, 2012; and

**WHEREAS**, both parties desire to extend the Agreement pursuant to paragraph III.1 TERM for two additional years for the term commencing on March 9, 2016 and terminating at midnight March 9, 2018.

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

Each and every provision of the Original Agreement for Professional Services dated March 26, 2012, as well as all terms, conditions and provisions of Supplemental Extension Amendments No. 1 and 2, shall remain in full force and effect, except as modified in the following sections:

1. Pursuant to Article III of the Original Agreement, "TERM", the parties agree to extend the term of the agreement for two additional years commencing on March 9, 2016 and terminating at midnight March 9, 2018.

2. Pursuant to Article V of the Original Agreement, "GENERAL", the parties agree that notices to the City shall be sent to the following contact person and address:

Tonya Miranda  
City of Marysville  
Department of Public Works  
80 Columbia Avenue  
Marysville, WA 98270

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL – EXTENSION AGREEMENT NO. 3 as of the day and year first above written.

CITY OF MARYSVILLE

JAMES G. MURPHY CO.

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

By *Todd Meyers*  
Todd Meyers, Vice President

Approved as to form:

ATTEST/AUTHENTICATED:

By \_\_\_\_\_  
Jon Walker, City Attorney


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

# *Index #6*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 26, 2017**

<b>AGENDA ITEM:</b>	
Interlocal Agreement Between City of Anacortes and the City of Marysville for Outdoor Video Services	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Lauren Woodmansee	Jim Ballew 
<b>DEPARTMENT:</b>	
Parks, Culture and Recreation	
<b>ATTACHMENTS:</b>	
Interlocal Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00110367 376015	\$700.00
<b>SUMMARY:</b>	

The City of Anacortes has requested Marysville Parks, Culture and Recreation Department's assistance in offering an outdoor movie for their citizens based on the success of our program. The City of Anacortes is hosting one free event on city-owned property. Marysville Parks, Culture and Recreation has agreed to provide equipment and staff to present the film at a cost of \$700.00 payable by the City of Anacortes.

Our City Attorney's Office has developed an Interlocal Agreement between the City of Anacortes and City of Marysville to clearly define services provided by Marysville Parks, Culture and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications.

The event is scheduled for: Thursday, August 24, 2017

**RECOMMENDED ACTION:**  
 Staff recommends the City Council consider authorizing the Mayor to sign the attached Interlocal Agreement between the City of Anacortes and the City of Marysville for Outdoor Video Services.

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF ANACORTES  
AND THE CITY OF MARYSVILLE  
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective August 24, 2017 between the City of Anacortes, a Washington municipal corporation, herein after referred to as “ANACORTES” and the City of Marysville, a Washington municipal corporation, herein after referred to as “MARYSVILLE”, pursuant to the authority granted by Chapter 39.34 RCW.

**W**HEREAS, the City of ANACORTES is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of ANACORTES and presented on August 24, 2017; and

**W**HEREAS, the City of ANACORTES is the owner of the property where the movie will be shown to the community for free; and

**W**HEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

**W**HEREAS, the City of ANACORTES desires to utilize the City of MARYSVILLE’S OUTDOOR VIDEO SERVICES; and

**W**HEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of ANACORTES to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, ANACORTES and MARYSVILLE agree as follows:

**1. SCOPE OF SERVICES**

A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to ANACORTES as defined in this Agreement. MARYSVILLE’S performance of said services under this Agreement may be limited by the availability of MARYSVILLE’S personnel and equipment. MARYSVILLE will notify the City of ANACORTES at least 48 hours before the event if it is not able to provide personnel and/or equipment.

1. MARYSVILLE will provide OUTDOOR VIDEO SERVICES to ANACORTES.
2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to

ANACORTES. MARYSVILLE personnel will operate the video equipment and vehicles.

B. ANACORTES will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The date for video services (FILM) will be:

1. Thursday, August 24, 2017

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that ANACORTES staff providing services pursuant to this Agreement are acting in their official capacity as employees of ANACORTES and shall be under the exclusive direction and control of ANACORTES.

F. ANACORTES and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. ANACORTES, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on ANACORTES' behalf those services as provided in this Agreement.

## **2. COMPENSATION/FEES**

A. ANACORTES will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$700.00 per date.

B. ANACORTES will pay MARYSVILLE 25% of the event fee in the event ANACORTES cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.

C. MARYSVILLE shall bill ANACORTES and ANACORTES shall pay MARYSVILLE within thirty (30) days receipt of the bill.



### 3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

### 4. INDEMNIFICATION AND LIABILITY

#### A. Indemnification:

1. ANACORTES will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of ANACORTES in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend ANACORTES, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, ANACORTES, or other person and all property owned or claimed by MARYSVILLE, ANACORTES, or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or ANACORTES, their elected and appointed officials, officers, employees or agents.

#### B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

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

## 5. INSURANCE

### INSURANCE

1. Both parties to this Agreement shall maintain public liability insurance. Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- 3 Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

## 6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between ANACORTES and MARYSVILLE or any of ANACORTES' or MARYSVILLE's agents or employees.

ANACORTES shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by ANACORTES pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of ANACORTES a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded ANACORTES or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE an ANACORTES employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

## 7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

## 8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.

### C. Notices

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:  
6915 Armar Road  
Marysville, WA 98270

City of ANACORTES:  
904 Sixth Street  
Anacortes, WA 98221

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

**MARYSVILLE:**

Name: Lauren Woodmansee, Recreation Coordinator Phone Number: 360-363-8408

**ANACORTES:**

Name: Nicole Johnston, Recreation Coordinator Phone Number: 360-299-1967

D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

**9. WAIVER**

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

**10. ENTIRE AGREEMENT**

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

**11. PRIVILEGES AND IMMUNITIES**

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within ANACORTES under the provisions of this Agreement.

**12. THIRD PARTY BENEFICIARY STATUS**

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

**13. SEVERABILITY**

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

**14. APPROVAL AND FILING**

**APPROVAL AND FILING.** Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

**CITY OF MARYSVILLE**

**CITY OF ANACORTES**

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

  
\_\_\_\_\_  
LAURIE GERE Mayor


Date:

Date: 5/24/17


Attest:

Attest:

\_\_\_\_\_  
APRIL O'BRIEN Deputy City Clerk  
Approved as to form:

  
\_\_\_\_\_  
STEVEN D. HOGLUND City Clerk  
Approved as to form:

\_\_\_\_\_  
JON WALKER City Attorney  
Attorney for the City of MARYSVILLE

  
\_\_\_\_\_  
DARCY SWETNAM City Attorney  
Attorney for City of ANACORTES

# *Index #7*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: June 26, 2017**

<b>AGENDA ITEM:</b>	
Interlocal Agreement Between City of Lake Stevens and the City of Marysville for Outdoor Video Services	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Lauren Woodmansee	Jim Ballew
<b>DEPARTMENT:</b>	
Parks, Culture and Recreation	
<b>ATTACHMENTS:</b>	
Interlocal Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00110367 376015	\$1,200.00
<b>SUMMARY:</b>	

The City of Lake Stevens has requested Marysville Parks, Culture and Recreation Department's assistance in offering an outdoor movie series for their citizens based on the success of our program. The City of Lake Stevens is hosting two free events on city-owned property. Marysville Parks, Culture and Recreation has agreed to provide equipment and staff to present each film at a cost of \$600.00 per event, payable by the City of Lake Stevens.

Our City Attorney's Office has developed an Interlocal Agreement between the City of Lake Stevens and City of Marysville to clearly define services provided by Marysville Parks, Culture and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications.

The events are scheduled for:

1. Friday, August 11, 2017
2. Friday, August 25, 2017

**RECOMMENDED ACTION:**

Staff recommends the City Council consider authorizing the Mayor to sign the attached Interlocal Agreement between the City of Lake Stevens and the City of Marysville for Outdoor Video Services.

**INTERLOCAL AGREEMENT BETWEEN**  
**THE CITY OF LAKE STEVENS**  
**AND THE CITY OF MARYSVILLE**  
**FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective August 11, 2017 between the City of Lake Stevens, a Washington municipal corporation, herein after referred to as "LAKE STEVENS" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

**WHEREAS**, the City of LAKE STEVENS is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of LAKE STEVENS and presented on August 11 and August 25, 2017; and

**WHEREAS**, the City of LAKE STEVENS is the owner of the property where the movie will be shown to the community for free; and

**WHEREAS**, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

**WHEREAS**, the City of LAKE STEVENS desires to utilize the City of MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

**WHEREAS**, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of LAKE STEVENS to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, LAKE STEVENS and MARYSVILLE agree as follows:

**1. SCOPE OF SERVICES**

- A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to LAKE STEVENS as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment. MARYSVILLE will notify the City of LAKE STEVENS at least 48 hours before the event if it is not able to provide personnel and/or equipment.



1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to LAKE STEVENS.

2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to LAKE STEVENS. MARYSVILLE personnel will operate the video equipment and vehicles.

B. LAKE STEVENS will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The date for video services (FILM) will be:

1. Friday, August 11, 2017
2. Friday, August 25, 2017

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that LAKE STEVENS staff providing services pursuant to this Agreement are acting in their official capacity as employees of LAKE STEVENS and shall be under the exclusive direction and control of LAKE STEVENS.

F. LAKE STEVENS and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. LAKE STEVENS, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on LAKE STEVENS' behalf those services as provided in this Agreement.

## 2. COMPENSATION/FEEES

A. LAKE STEVENS will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$600.00 per date.

B. LAKE STEVENS will pay MARYSVILLE 25% of the event fee in the event LAKE STEVENS cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.

C. MARYSVILLE shall bill LAKE STEVENS and LAKE STEVENS shall pay MARYSVILLE within thirty (30) days receipt of the bill.

### 3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

### 4. INDEMNIFICATION AND LIABILITY

#### A. Indemnification:

1. LAKE STEVENS will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of LAKE STEVENS in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend LAKE STEVENS, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, LAKE STEVENS, or other person and all property owned or claimed by MARYSVILLE, LAKE STEVENS or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or LAKE STEVENS, their elected and appointed officials, officers, employees or agents.

#### B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit

may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

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

## 5. INSURANCE

### INSURANCE

1. Both parties to this Agreement shall maintain public liability insurance. Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
3. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

## 6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between LAKE STEVENS and MARYSVILLE or any of LAKE STEVENS' or MARYSVILLE's agents or employees.

LAKE STEVENS shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by LAKE STEVENS pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of LAKE STEVENS a MARYSVILLE employee for any purpose, including, but not limited to, withholding

of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded LAKE STEVENS or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a LAKE STEVENS employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

## **7. LEGAL RELATIONS**

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

## **8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE**

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.

### **C. Notices**

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:  
6915 Armar Road  
Marysville, WA 98270

City of LAKE STEVENS:  
Attn: City Clerk  
1812 Main Street, P O Box 257  
Lake Stevens, WA 98258-0257

**2. Event Cancellation Notice via Phone/Emergency Contact:**

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

**MARYSVILLE:**

Name: Lauren Woodmansee, Recreation Coordinator

Phone Number: 360-363-8408

**LAKE STEVENS:**

Name: Jim Haugen, Parks and Recreation Coordinator

Phone Number: 425-212-3319

D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

**9. WAIVER**

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

**10. ENTIRE AGREEMENT**

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

**11. PRIVILEGES AND IMMUNITIES**

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within LAKE STEVENS under the provisions of this Agreement.

**12. THIRD PARTY BENEFICIARY STATUS**

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

**13. SEVERABILITY**

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

**14. APPROVAL AND FILING**

**APPROVAL AND FILING.** Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall

constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

**CITY OF MARYSVILLE**

**CITY OF LAKE STEVENS**

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

*Kurt Hill*  
\_\_\_\_\_  
JOHN SPENCER Mayor  
*Kurt Hill*  
*Pro Tem*

Date:

Date: *5/24/2017*

Attest:

Attest:

\_\_\_\_\_  
APRIL O'BRIEN Deputy City Clerk  
Approved as to form:

*Kathy Pugh*  
\_\_\_\_\_  
KATHY PUGH Deputy City Clerk  
Approved as to form:

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

*Grant K. Weed*  
\_\_\_\_\_  
GRANT K. WEED City Attorney

Attorney for the City of MARYSVILLE

Attorney for City of LAKE STEVENS


# *Index #8*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 26, 2017**

<b>AGENDA ITEM:</b>	
Interlocal Agreement Between City of Stanwood and the City of Marysville for Outdoor Video Services	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Lauren Woodmansee	Jim Ballew 
<b>DEPARTMENT:</b>	
Parks, Culture and Recreation	
<b>ATTACHMENTS:</b>	
Interlocal Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00110367 376015	\$1,800.00
<b>SUMMARY:</b>	

The City of Stanwood has requested Marysville Parks, Culture and Recreation Department's assistance in offering an outdoor movie series for their citizens based on the success of our program. The City of Stanwood is hosting three free events on city-owned property. Marysville Parks, Culture and Recreation has agreed to provide equipment and staff to present each film at a cost of \$600.00 per event, payable by the City of Stanwood.

Our City Attorney's Office has developed an Interlocal Agreement between the City of Stanwood and City of Marysville to clearly define services provided by Marysville Parks, Culture and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications.

The events are scheduled for:

1. Thursday, August 3, 2017
2. Thursday, August 17, 2017
3. Thursday, August 31, 2017

**RECOMMENDED ACTION:**

Staff recommends the City Council consider authorizing the Mayor to sign the attached Interlocal Agreement between the City of Stanwood and the City of Marysville for Outdoor Video Services.

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF STANWOOD  
AND THE CITY OF MARYSVILLE  
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective August 3, 2017 between the City of Stanwood, a Washington municipal corporation, herein after referred to as “STANWOOD” and the City of Marysville, a Washington municipal corporation, herein after referred to as “MARYSVILLE”, pursuant to the authority granted by Chapter 39.34 RCW.

**W**HEREAS, the City of STANWOOD is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of STANWOOD and presented on August 3, August 17 and August 31, 2017; and

**W**HEREAS, the City of STANWOOD is the owner of the property where the movie will be shown to the community for free; and

**W**HEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

**W**HEREAS, the City of STANWOOD desires to utilize the City of MARYSVILLE’S OUTDOOR VIDEO SERVICES; and

**W**HEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of STANWOOD to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, STANWOOD and MARYSVILLE agree as follows:

*1. SCOPE OF SERVICES*

A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to STANWOOD as defined in this Agreement. MARYSVILLE’S performance of said services under this Agreement may be limited by the availability of MARYSVILLE’S personnel and equipment. MARYSVILLE will notify the City of STANWOOD at least 48 hours before the event if it is not able to provide personnel and/or equipment.

1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to STANWOOD.

2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to

STANWOOD. MARYSVILLE personnel will operate the video equipment and vehicles.

B. STANWOOD will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The date for video services (FILM) will be:

1. Thursday, August 3, 2017
2. Thursday, August 17, 2017
3. Thursday, August 31, 2017

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that STANWOOD staff providing services pursuant to this Agreement are acting in their official capacity as employees of STANWOOD and shall be under the exclusive direction and control of STANWOOD.

F. STANWOOD and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. STANWOOD, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on STANWOOD'S behalf those services as provided in this Agreement.

## **2. COMPENSATION/FEEES**

A. STANWOOD will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$600.00 per date.

B. STANWOOD will pay MARYSVILLE 25% of the event fee in the event STANWOOD cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.

C. MARYSVILLE shall bill STANWOOD and STANWOOD shall pay MARYSVILLE within thirty (30) days receipt of the bill.

## **3. AMENDMENTS/MODIFICATION**

Provisions within this Agreement may be amended with the mutual consent of the parties

hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

#### 4. INDEMNIFICATION AND LIABILITY

##### A. Indemnification:

1. STANWOOD will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of STANWOOD in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend STANWOOD, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, STANWOOD, or other person and all property owned or claimed by MARYSVILLE, STANWOOD or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or STANWOOD, their elected and appointed officials, officers, employees or agents.

##### B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages

against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

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

## **5. INSURANCE**

### **INSURANCE**

1. Both parties to this Agreement shall maintain public liability insurance. Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- 3 Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

## **6. INDEPENDENT CONTRACTOR**

A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between STANWOOD and MARYSVILLE or any of STANWOOD'S or MARYSVILLE's agents or employees.

STANWOOD shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by STANWOOD pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

B. Nothing in this Agreement shall make any employee of STANWOOD a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded STANWOOD or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a STANWOOD employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other

rights or privileges accorded MARYSVILLE employees by virtue of their employment.

## 7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

## 8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.

### C. Notices

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:  
6915 Armar Road  
Marysville, WA 98270

City of STANWOOD:  
10220 270<sup>th</sup> Street NW  
Stanwood, WA 98292

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the

change shall notify the other party.

**MARYSVILLE:**

Name: Lauren Woodmansee, Recreation Coordinator

Phone Number: 360-363-8408

**STANWOOD:**

Name: Krista Hintz, Administrative Assistant Finance

Phone Number: 360-629-2181 x-4505

D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

**9. WAIVER**

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

**10. ENTIRE AGREEMENT**

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

**11. PRIVILEGES AND IMMUNITIES**

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within STANWOOD under the provisions of this Agreement.

**12. THIRD PARTY BENEFICIARY STATUS**

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

**13. SEVERABILITY**

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

**14. APPROVAL AND FILING**

**APPROVAL AND FILING.** Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

**CITY OF MARYSVILLE**

**CITY OF STANWOOD**

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

  
LEONARD KELLEY Mayor

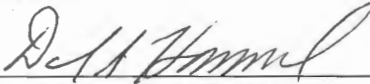
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Date:

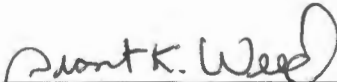
Attest:

Attest:

\_\_\_\_\_  
APRIL O'BRIEN Deputy City Clerk  
Approved as to form:

  
DAVID A. HAMMOND City Clerk  
Approved as to form:

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

  
GRANT K. WEED City Attorney

Attorney for the City of MARYSVILLE

Attorney for City of STANWOOD

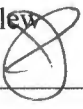


# *Index #9*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 26, 2017**

<b>AGENDA ITEM:</b>	
Interlocal Agreement Between City of Kenmore and the City of Marysville for Outdoor Video Services	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Lauren Woodmansee	Jim Ballew 
<b>DEPARTMENT:</b>	
Parks, Culture and Recreation	
<b>ATTACHMENTS:</b>	
Interlocal Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00110367 376015	\$4,200.00
<b>SUMMARY:</b>	

The City of Kenmore has requested Marysville Parks, Culture and Recreation Department’s assistance in offering an outdoor movie for their citizens based on the success of our program. The City of Kenmore is hosting six free events on city-owned property. Marysville Parks, Culture and Recreation has agreed to provide equipment and staff to present the film at a cost of \$700.00 payable by the City of Kenmore.

Our City Attorney’s Office has developed an Interlocal Agreement between the City of Kenmore and City of Marysville to clearly define services provided by Marysville Parks, Culture and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications.

The events are scheduled for: Wednesday, June 28, 2017  
 Wednesday, July 12, 2017  
 Wednesday, July 26, 2017  
 Wednesday, August 9, 2017  
 Wednesday, August 23, 2017  
 Wednesday, August 30, 2017

**RECOMMENDED ACTION:**

Staff recommends the City Council consider authorizing the Mayor to sign the attached Interlocal Agreement between the City of Kenmore and the City of Marysville for Outdoor Video Services.

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF KENMORE  
AND THE CITY OF MARYSVILLE  
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective June 28, 2017 between the City of Kenmore, a Washington municipal corporation, herein after referred to as "KENMORE" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

**W**HEREAS, the City of KENMORE is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of KENMORE and presented on; and

**W**HEREAS, the City of KENMORE is the owner of the property where the movie will be shown to the community for free; and

**W**HEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

**W**HEREAS, the City of KENMORE desires to utilize the City of MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

**W**HEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of KENMORE to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, KENMORE and MARYSVILLE agree as follows:

**1. SCOPE OF SERVICES**

A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to KENMORE as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment. MARYSVILLE will notify the City of KENMORE at least 48 hours before the event if it is not able to provide personnel and/or equipment.

1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to KENMORE.

2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to

KENMORE. MARYSVILLE personnel will operate the video equipment and vehicles.

B. KENMORE will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The date for video services (FILM) will be:

1. Wednesday, June 28, 2017
2. Wednesday, July 12, 2017
3. Wednesday, July 26, 2017
4. Wednesday, August 9, 2017
5. Wednesday, August 23, 2017
6. Wednesday, August 30, 2017
7. Additional date TBD

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that KENMORE staff providing services pursuant to this Agreement are acting in their official capacity as employees of KENMORE and shall be under the exclusive direction and control of KENMORE.

F. KENMORE and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. KENMORE, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on KENMORE'S behalf those services as provided in this Agreement.

## **2. COMPENSATION / FEES**

A. KENMORE will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$450.00 per date.

B. KENMORE will pay MARYSVILLE 25% of the event fee in the event KENMORE cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.

C. MARYSVILLE shall bill KENMORE monthly and KENMORE shall pay MARYSVILLE within thirty (30) days receipt of the bill.

### 3. AMENDMENTS / MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

### 4. INDEMNIFICATION AND LIABILITY

#### A. Indemnification:

1. KENMORE will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of KENMORE in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend KENMORE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, KENMORE, or other person and all property owned or claimed by MARYSVILLE, KENMORE, or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or KENMORE, their elected and appointed officials, officers, employees or agents.

#### B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

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

## 5. INSURANCE

### INSURANCE

1. Both parties to this Agreement shall maintain public liability insurance. Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
3. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

## 6. INDEPENDENT CONTRACTOR

A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between KENMORE and MARYSVILLE or any of KENMORE'S or MARYSVILLE's agents or employees.

KENMORE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by KENMORE pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

B. Nothing in this Agreement shall make any employee of KENMORE a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded KENMORE or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a KENMORE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

## 7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney' fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

## 8. DURATION / TERMINATION / NOTICE / EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.

### C. Notices

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:  
6915 Armar Road  
Marysville, WA 98270

City of KENMORE:  
18120 68th Ave NE  
Kenmore, WA 98028

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

**MARYSVILLE:**

Name: Lauren Woodmansee, Recreation Coordinator

Phone Number: 360-363-8408

**KENMORE:**

Name: Shelby Krogh, Volunteer & Events Supervisor

Phone Number: 425-398-8900

D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

**9. WAIVER**

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

**10. ENTIRE AGREEMENT**

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

**11. PRIVILEGES AND IMMUNITIES**

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within KENMORE under the provisions of this Agreement.

**12. THIRD PARTY BENEFICIARY STATUS**

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

**13. SEVERABILITY**

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

**14. APPROVAL AND FILING**

**APPROVAL AND FILING.** Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)



IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

**CITY OF MARYSVILLE**

**CITY OF KENMORE**

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

\_\_\_\_\_  
DAVID BAKER, Mayor

Date:

Date:

Attest:

Attest:

\_\_\_\_\_  
SANDY LANGDON, City Clerk  
Approved as to form:

\_\_\_\_\_  
PATTY SAFRIN, City Clerk  
Approved as to form:

\_\_\_\_\_  
JON WALKER            City Attorney  
Attorney for the City of MARYSVILLE

\_\_\_\_\_  
ROD KASEGUMA    City Attorney  
Attorney for City of KENMORE  
(Contracted through Inslee Best)

# *Index #10*

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

**CITY COUNCIL MEETING DATE: 6/26/17**

<b>AGENDA ITEM:</b>	
Ordinance Amending chapter 6.30 MMC	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jon Walker	
<b>DEPARTMENT:</b>	
Legal	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

Chapter 6.30 MMC concerns public indecency. The code currently defines to overlapping crimes – “lewd conduct” and “unlawful public exposure.” The crimes are nearly identical and the duplication makes the chapter less clear than it could be. This ordinance would define one crime – “unlawful public exposure” – and make some other “housekeeping” changes.

**RECOMMENDED ACTION:** Staff recommends that the Council consider adopting the proposed ordinance amending chapter 6.30 MMC.

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AMENDING CHAPTER 6.30 OF THE MUNICIPAL CODE REGARDING PUBLIC INDECENCY.**

WHEREAS, chapter 6.30 of the municipal code contains duplicative provisions; and

WHEREAS, eliminating duplicative provisions and reorganizing parts of the chapter will clarify its intent.

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

SECTION 1. Chapter 6.30 of the municipal code is amended as set forth in Exhibit A.

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

SECTION 3. 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 \_\_\_\_\_, 2017.

CITY OF MARYSVILLE

By \_\_\_\_\_

JON NEHRING, MAYOR

Attest:

By \_\_\_\_\_

APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to from:

By \_\_\_\_\_

JON WALKER, CITY ATTORNEY

Date of publication: \_\_\_\_\_

Effective Date (5 days after publication): \_\_\_\_\_

# EXHIBIT A

## Chapter 6.30 PUBLIC INDECENCY – PROSTITUTION – SEX CRIMES

### Sections:

- [6.30.010](#) Statutes incorporated by reference.
- [6.30.020](#) Definitions.
- [6.30.025](#) ~~Unlawful public exposure~~~~Lewd conduct.~~
- [6.30.030](#) ~~Unlawful public exposure prohibited.~~
- [6.30.040](#) Facilitating unlawful public exposure prohibited.
- [6.30.050](#) Exemptions.
- [6.30.060](#) Public display of sexually explicit material.
- [6.30.070](#) Location of performers providing certain forms of entertainment restricted.
- [6.30.080](#) Affirmative defenses.

### **6.30.010 Statutes incorporated by reference.**

---

The following statutes relating to public indecency, prostitution, sexual exploitation of children, and other sex crimes are incorporated by reference:

#### RCW

- [9A.44.010](#) Definitions for sexual offenses.
- [9A.44.096](#) Sexual misconduct with a minor in the second degree.
- [9A.44.120](#) Admissibility of child's statement.
- [9A.88.010](#) Indecent exposure.
- [9A.88.030](#) Prostitution.
- [9A.88.050](#) Prostitution – Sex of parties immaterial – No defense.
- [9A.88.090](#) Permitting prostitution.
- [9A.88.110](#) Patronizing a prostitute.
- [9.68A.011](#) Definitions.
- [9.68A.080](#) Processing depictions of minors engaged in sexually explicit conduct.
- [9.68A.090](#) Communication with minor for immoral purposes.

### 6.30.020 Definitions.

---

As used in this chapter, the following words and terms shall have the meaning set forth in this section:

~~(1)~~ “Expressive dance” means any dance which, when considered in the context of the entire performance, constitutes an expression of theme, story, or ideas, but excluding any dance such as, but not limited to, common barroom-type topless dancing which, when considered in the context of the entire performance, is presented primarily as a means of displaying nudity as a sales device or for other commercial exploitation without substantial expression of theme, story or ideas.

~~(2)~~ “Exposed” means the state of being revealed, exhibited or otherwise rendered open to public view.

~~(3)~~ “Public exposure” means the act of revealing, exhibiting or otherwise rendering open to public view.

~~(4)~~ “Public place” means an area generally visible to public view, and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the ~~general~~ public, and including those which serve food or drink or provide entertainment in the doorways, windows, drive-up windows, and entrances to buildings or dwellings in the grounds enclosing them that are visible to public view.

~~(5)~~ “Sexual contact” means any touching of the sexual or other intimate parts of a person done for the purpose of gratifying sexual desire of either party.

~~(6)~~ “Sexual intercourse”:

(a) Has its ordinary meaning and occurs upon any penetration, however slight; and

(b) Also means any penetration of the vagina or anus, however slight, by an object, when committed on one person by another, whether such persons are of the same or opposite sex, except when such penetration is accomplished for medically recognized treatment or diagnostic purposes; and

(c) Also means any act of sexual contact between persons involving the sex organs of one person and the mouth or anus of another, whether such persons are of the same or opposite sex.

~~(7)~~ “Sexually explicit material” means any pictorial or three-dimensional material depicting sexual intercourse, masturbation, sodomy, bestiality, direct physical stimulation of unclothed genitals, flagellation or torture in the context of sexual relationship, or emphasizing the depiction of adult human genitals; provided, however, that works of art or of anthropological significance shall not be deemed to be within the foregoing definition. In determining whether material is prohibited for public display by this section, such material shall be judged without regard to any covering which may be

affixed or printed over the material in order to obscure genital areas in a depiction otherwise falling within the definition of this subsection.

~~(8) "Unlawful public exposure" means:~~

- ~~(a) A public exposure of any portion of the human anus or genitals;~~
- ~~(b) A public exposure of any portion of the female breast lower than the upper edge of the areola; or~~
- ~~(c) A public exposure consisting of touching, caressing or fondling of the male or female genitals or female breasts, whether clothed or unclothed.~~

~~(9) The word "he" includes masculine, feminine and neuter; therefore references to "he" shall also be meant to refer to "she."~~

#### **6.30.025 Unlawful Public Exposure Lewd conduct.**

~~(1) Penalty.~~

- ~~(a) A person is guilty of a misdemeanor lewd conduct if he intentionally performs a lewd act in a public place or at a place and under circumstances where such act could be observed by the public.~~
- ~~(b) The owner or operator of premises open to the public is guilty of a misdemeanor if he intentionally permits lewd conduct in a public place under his control.~~

~~(2) "Lewd act" means~~A person is guilty of a misdemeanor if he or she intentionally performs any of the following acts in a public place:

- (a) Public eExposure of one's genitals, buttocks, or any portion of the female breast below the top of the areola; or
- (b) Public tTouching, caressing or fondling of the genitals or female breast whether clothed or not; or
- (c) Public uUrination or defecation in a place other than a washroom or toilet room; or
- (d) Public masturbation; or
- (e) Public sexual intercourse; or



(f) Simulation of any ~~such intercourse or such of the~~ acts as described in subsections (2)(a) through (e) in this section, including but not limited to the use of devices which appear to be male or female genitalia or female breasts ~~to simulate such acts as described in subsections (2)(a) through (e) in this section.~~

~~(g) In addition, a person commits the offense of lewd conduct if he or she performs any lewd act when he or she knows or reasonably should know such act is likely to be observed by a person and such act is likely to cause reasonable affront or alarm.~~

~~(3) "Public" or "public display" means easily visible from a public thoroughfare or from property of others, or in a public place in manner so obtrusive as to make it difficult for an unwilling person to avoid exposure.~~

~~(4) This chapter shall not be construed to prohibit:~~

~~(a) Plays, operas, musicals or other dramatic works which are not obscene;~~

~~(b) Classes, seminars and lectures held for scientific or education purposes;~~

~~(c) Exhibitions or dances which are not obscene;~~

~~(d) Breast feeding an infant. (Ord. 2888 § 1, 2012).~~

### **~~6.30.030 Unlawful public exposure prohibited.~~**

~~It is unlawful for any person to intentionally commit any act constituting unlawful public exposure as defined in this chapter. A violation of this section is a misdemeanor. (Ord. 2888 § 1, 2012; Ord. 1281 § 2, 1983).~~

### **~~6.30.040 Facilitating unlawful public exposure prohibited.~~**

~~It is unlawful a misdemeanor for the owner, lessee, manager, operator or other person in charge of any public place to knowingly permit, encourage or cause to be committed, whether by commission or omission, any unlawful public exposure upon said premises.~~

### **~~6.30.050 Exemptions.~~**

~~(1) This chapter shall not be construed to prohibit the following when conducted within a building or area that is not within view of streets, sidewalks, bridges, alleys, plazas, parks, or parking lots,:~~

~~(a) Plays, operas, musicals or other dramatic works which are not obscene;~~

~~(b) Classes, seminars and lectures held for scientific or education purposes;~~

~~(c) Exhibitions or dances which are not obscene;~~

The prohibitions set forth in MMC [6.30.025](#) through [6.30.040](#) shall not apply to any:

(1) ~~“Expressive dance,” as defined in MMC [6.30.020](#);~~

(2) ~~Play, opera, musical, or other dramatic work;~~

(3) ~~Class, seminar, or lecture, conducted for a scientific, medical or educational purpose;~~

(4d) Nudity within a locker room or other similar facility used for changing clothing in connection with athletic or exercise activities.

(e) The exemptions in subsections (a), (b), and (c) are available only if the performer is upon a stage or other surface raised at least 18 inches above the level of the floor upon which the closest patrons are seated or standing, nor closer than six feet from the nearest patron.

(2) This chapter does not prohibit breast feeding an infant regardless of the location.

### **6.30.060 Public display of sexually explicit material.**

(1) A person is guilty of displaying sexually explicit material if he knowingly places such material upon public display, or if he knowingly fails to take prompt action to remove such a display from property in his possession after learning of its existence.

(2) Material is placed upon “public display” if it is placed on or in a billboard, viewing screen, theater marquee, newsstand, display rack, window, showcase, display case or similar place so that sexually explicit material is easily visible from a public thoroughfare or from the property of others.

### ~~6.30.070 Location of performers providing certain forms of entertainment restricted.~~

~~No entertainer shall appear in any public place while unclothed or with any portion of the buttocks, genitals, pubic region or female breasts exposed, if allowed to so perform under the exemptions of MMC [6.30.050](#), except upon a stage or other surface raised at least 18 inches above the level of the floor upon which the closest patrons are seated or standing, nor closer than six feet from the nearest patron.~~

### **6.30.080 Affirmative defenses.**

It is an affirmative defense to a prosecution for violation of MMC [6.30.025](#) through [6.30.040](#) that the nudity or other public exposure, when considered in the context in which presented, provided actual literary, artistic, political or scientific value and was not provided for commercial or sexual exploitation or with an emphasis on an appeal to a prurient interest.

# *Index #11*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 6/26/17**

<b>AGENDA ITEM:</b>	
Resolution setting boundaries of SODA area	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jon Walker	
<b>DEPARTMENT:</b>	
Legal	
<b>ATTACHMENTS:</b>	
Maps	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

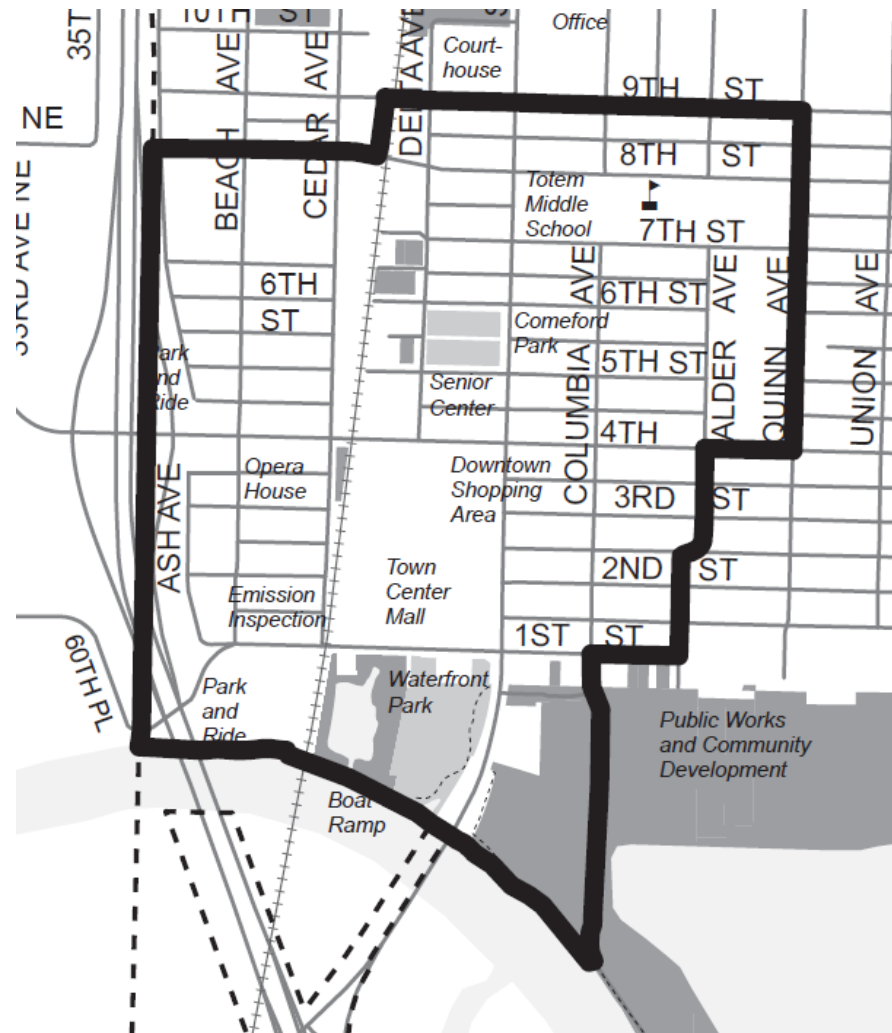
The municipal code authorizes the Council to establish, modify, or eliminate Stay Out of Drug Areas (SODA). A recent annexation, known as the WSDOT right-of-way annexation, changed the city limits and thus rendered the current SODA boundaries unintelligible. This resolution would reset the southern boundary along the waterline of Ebey Slough. It would also make a minor modification to the eastern boundary so as to include the Totem Middle School playfields. They are currently just outside the SODA.

A map of the current and proposed SODA areas are attached.

**RECOMMENDED ACTION:**  
 Staff recommends that Council consider approving the resolution setting the boundaries of the Stay Out of Drug Area (SODA).



CURRENT SODA MAP



PROPOSED SODA MAP

CITY OF MARYSVILLE  
Marysville, Washington

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, MODIFYING THE BOUNDARIES OF THE “STAY OUT OF  
DRUG AREAS” (SODA) ESTABLISHED BY RESOLUTION 2319.**

WHEREAS, section 6.28.040 of the municipal code authorizes the City Council to establish, modify, or eliminate a Stay Out of Drug Area (SODA) by resolution; and

WHEREAS, the Marysville Police Department has provided information to the Council supporting the continuing need for a SODA in Marysville; and

WHEREAS, the recent annexation, known as the Washington State Department of Transportation Right-of-Way annexation, has altered the city limits that were used as a boundary in the current SODA; and

WHEREAS, incorporating the athletic fields of Totem Middle School in the SODA will enhance public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that the following boundaries are established as the Stay Out of Drug Area (SODA):

The entire area including, but not limited to, both sides of the full width of streets, all real property, both private and public, alleys, sidewalks, common areas, planting strips, parks, railroad tracks, marinas, trails, beaches and parking areas within the area described below:

1. Beginning at the intersection of 1st Street and Alder Avenue north along Alder Avenue to the intersection with 4th Street;
2. East along 4th Street to the intersection with Quinn Avenue and then north along Quinn Avenue to the intersection with 9th Street;
3. West along 9th Street past Delta Avenue, to the west side of the railroad tracks;
4. South along the west side of the railroad tracks to 8th Street;
5. West along 8th Street past the intersection of Ash Avenue to the city limits abutting I-5;
6. South along the city limits to Ebey Slough;
7. East/southeast along the waterline of the slough, including the park and marina areas to the east side of Columbia Avenue;
8. North on the east side of Columbia Avenue to the south side of 1st Street;
9. East along 1st Street to the point-of-beginning at the intersection of 1st Street and Alder Avenue.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE the map attached as Exhibit A depicts these boundaries and may be used to notify individuals of the boundaries of the SODA.

ADOPTED by the City Council at an open public meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF MARYSVILLE

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

Attest:

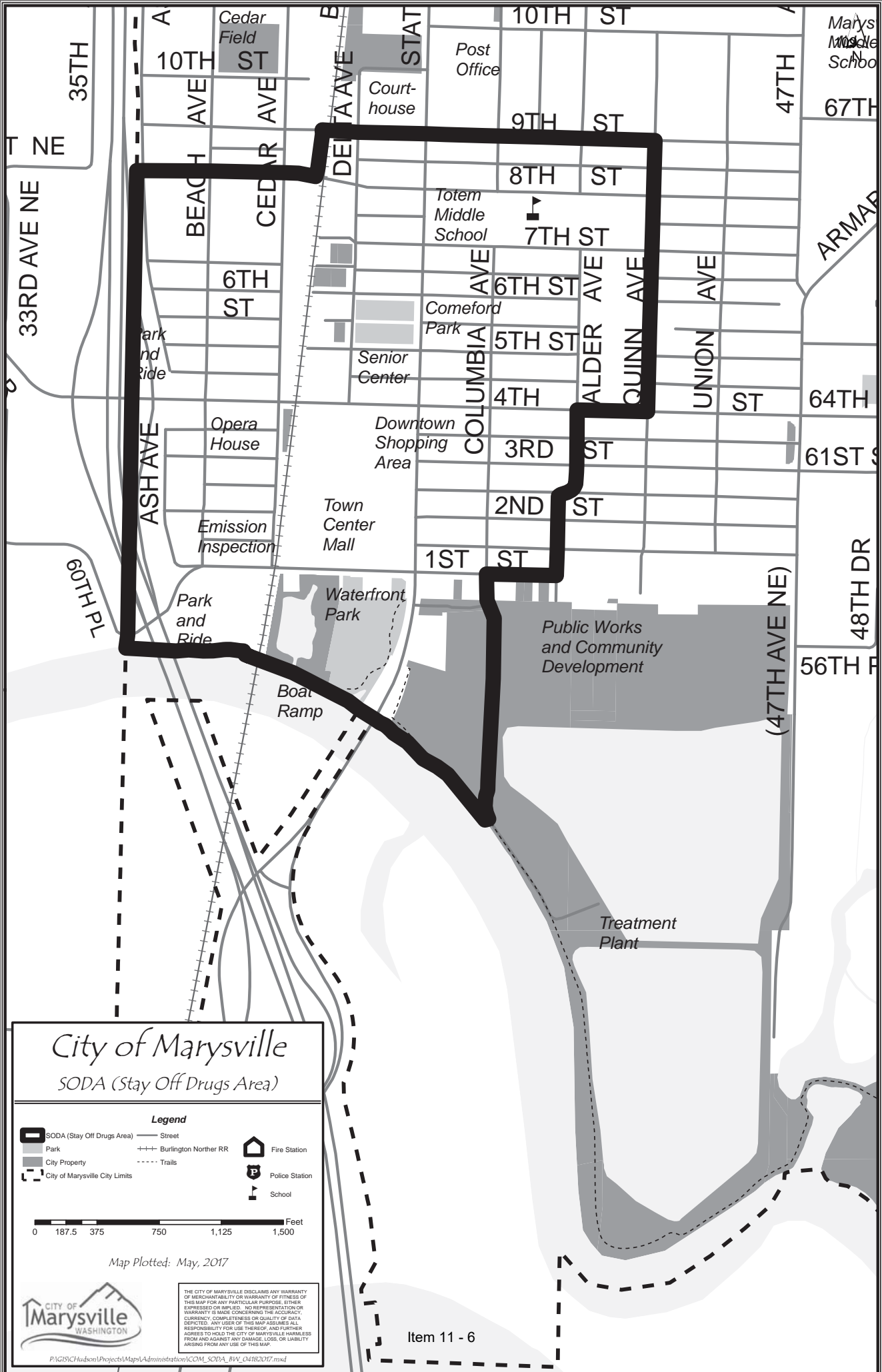
By \_\_\_\_\_  
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

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

# EXHIBIT A

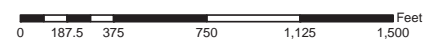




# City of Marysville

## SODA (Stay Off Drugs Area)

- Legend**
- SODA (Stay Off Drugs Area)
  - Park
  - City Property
  - City of Marysville City Limits
  - Street
  - Burlington Northern RR
  - Trails
  - Fire Station
  - Police Station
  - School



Map Plotted: May, 2017



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

Item 11 - 6

# *Index #13*

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

**CITY COUNCIL MEETING DATE: 6/24/17**

<b>AGENDA ITEM:</b>	
New Business: Water Resources Supervisor Classification	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Gloria Hirashima, Chief Administrative Officer	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
1. Water Resources Supervisor Job Description	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	
The 2017-18 budget approved a new position entitled Surface Water Administrator. The position description had not been formally classified at the time of budget approval. Staff from Public Works and Human Resources completed the job description and new title of Water Resources Supervisor. An analysis was completed by an outside consultant, McGrath Consulting, to determine appropriate pay levels. The recommended classification is Pay Code M5 of the Management Pay Grid.	

<b>RECOMMENDED ACTION:</b>
Staff recommends that Council approve the Water Resources job description and establish the position at Pay Code M5 of the Management Pay Grid.

**City of Marysville  
Job Description**

<b>Job Title:</b>	<b>Water Resources Supervisor</b>
<b>Department/Division:</b>	Public Works/Wastewater, Water Quality, Storm/Sewer, and Surface Water
<b>Reports To:</b>	Water Resources Manager
<b>FLSA Status</b>	Exempt
<b>Union Status:</b>	Non-union
<b>Pay Grade</b>	M5
<b>Approval/Revision Date:</b>	March 2017

**POSITION SUMMARY**

This position is responsible for planning, organizing and directing the operations and maintenance activities of the Wastewater, Water Quality, Storm/Sewer and Surface Water Divisions, including supervising the division's employees, coordinating assigned activities with other public works divisions, and providing highly responsible and technically complex staff assistance to the Water Resources Manager. The work performed requires a high level of technical proficiency in water resources programs and issues.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

*Other duties may be assigned as needed.*

1. Develops, plans, and coordinates programs, projects and activities related to the operation and maintenance of the City's Water Resources Division. Makes recommendations for new or more efficient operating strategies; implements changes; monitors outcomes.
2. Coordinates division activities with other departments and outside agencies and organizations; provides assistance to the Water Resources Manager and other superiors as necessary; prepares and presents reports and other correspondence related to daily and project operations.
3. Supervises maintenance and operations, including assigning tasks, providing appropriate training, reviewing employees' work processes and products, counseling employees, giving performance evaluations, recommending disciplinary action, administering labor agreements, and responding to grievances; participates in the interviewing and hiring process for new employees and promotional positions.
4. Assists with the preparation and administration of the division's budget, including monitoring and coding expenditures.
5. Prepares and maintains a variety of reports, records and files related to the divisions' maintenance, repair, inspection, and improvement activities. Assist with recordkeeping and reporting requirement in compliance with the Wastewater and Stormwater NPDES permits and other Federal, State, City and departmental standards and regulations.
6. Oversees routine and emergency maintenance and operations activities of Water Resources programs including water quality testing and assurance, sanitary sewer and storm drainage collection and conveyance systems. Responds to customer complaints.

7. Participates in reviewing design plans and specifications for storm drainage and sanitary sewer systems, and plans related to development of Temporary Erosion and Sediment Control (TESC).
8. Fosters cooperative working relationship with other city departments and divisions and outside agencies such as state and federal regulatory agencies.
9. Insures supplies, materials and equipment are purchased with Procurement Division to maintain appropriate inventory, and equipment and building needs are coordinated with Fleet and Facilities Division.
10. Serves as the City's Operator in responsible charge of the Wastewater Treatment Plant per WAC 173-230.

### **KNOWLEDGE, SKILLS AND ABILITIES**

*To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

#### **Knowledge of:**

- Principles and practices of water quality testing and assurance programs.
- Principles and practices of water filtration and wastewater treatment plant operations.
- Principles and practices of storm water facilities.
- Principles and practices of sewer and storm water collection and conveyance systems.
- Federal, state, and local laws, and technical manuals related to water quality, water treatment, wastewater treatment, and stormwater treatment.
- Principles and practices of supervision.
- Principles and practices of municipal budgeting.
- Windows based computers.
- Hazardous materials communications policy and protocol.
- Functions and operations of equipment used to perform essential duties.
- Routine and emergency operations of assigned divisions and crews.
- Safety regulations, standards, guidelines, and practices regarding assigned equipment and duties.
- NPDES permit compliance requirements.

#### **Ability to:**

- Apply advanced knowledge of water quality, water filtration, vactor/surface water, and wastewater treatment operations.
- Read, interpret and apply engineering plans, specifications, contracts and other construction documents related to utilities construction and maintenance.
- Plan, organize and supervise the work of subordinate employees, including training them, assigning and evaluating their work, and providing job performance feedback.
- Critically analyze current policies, practices, and procedures, and recommend and implement changes as needed.
- Communicate effectively, orally and in writing, including the ability to listen effectively and to explain complex issues and applicable legal requirements, policies, and procedures to internal and external customers.
- Create and maintain a variety of records and reports including those related to financial operations, personnel, maintenance and operations activities and programs, facility needs, and equipment and supply use.

- Establish and maintain effective working relationships with city staff, city officials, the public and other agencies.
- Operate windows based computer including word processing, spreadsheet, and database software applications; and other specialized applications related to program area such as SCADA and telemetry systems.
- Work safely and comply with all safety regulations, standards, guidelines, and practices regarding assigned operations, vehicles, and equipment.

### **QUALIFICATIONS**

*A combination of the experience, education, and training listed below which provides an equivalent background to perform the work of this position.*

#### **Experience:**

- Three years of increasingly responsible experience in wastewater treatment plant operations, water filtration plant operations, maintenance of sanitary and storm systems, or surface water retention facilities.
- Two years of supervisory experience.

#### **Education and Training:**

Bachelor's Degree in engineering, chemistry, or related science degree desired.

#### **Licenses or Certificates:**

- Must possess a Washington State Driver's License.
- Certifications in water treatment and water distribution desired.
- Must possess Group IV Wastewater Treatment Operator certification, or have the ability to obtain within 12 months of hire, if candidate can demonstrate qualification for a temporary certificate for a one year period per WAC 173-230-080 .
- Must possess, or have the ability to possess within six months of hire date, first aid and CPR certifications.

### **PHYSICAL DEMANDS / WORKING CONDITIONS**

The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the essential functions of this job, the employee is frequently required to stand; walk; sit; kneel, bend, or climb and to use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee must frequently lift up to 10 pounds; occasionally lift and/or move 10 to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

This position works both in an office and outside in various weather conditions. Outside, the employee may work near moving mechanical parts. The employee may be exposed to physical hazards from mechanical and electrical equipment and also will sometimes work in hazardous areas under hazardous conditions. The employee occasionally works near traffic and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and the risk of electrical shock and radiation. The noise level in the work environment is usually low to moderate indoors and moderate to loud outdoors.

Regular and reliable attendance is an essential function of this position.

*This position description generally describes the principle functions of the position and the level of knowledge and skills typically required. It does not constitute an employment agreement between the employer and employee, and it is subject to change as the needs of the employer and the requirements of the job change.*

# *Index #14*



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

**CITY COUNCIL MEETING DATE: 6/24/17**

<b>AGENDA ITEM:</b>	
New Business: Water/Solid Waste Operations Supervisor Classification	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Gloria Hirashima, Chief Administrative Officer	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
1. Water/Solid Waste Operations Supervisor Job Description	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	
<p>The Public Works Department has identified a need for a new position entitled Water/Solid Waste Operations Supervisor as part of a reorganization of the management structure. This will improve the management/employee reporting ratio. Current budget is sufficient to fund the position for current budget. Public Works and Human Resources staff completed the position job description. An employment consultant, McGrath Consulting, provided the recommended pay classification based on external and internal analysis of comparable positions. The recommended classification is Pay Code M4 of the Management Pay Grid.</p>	

<b>RECOMMENDED ACTION:</b>
Staff recommends that Council approve the addition of the position for the 2017-18 Budget, approve the Water/Solid Waste Operations Supervisor job description and establish the position at Pay Code M4 of the Management Pay Grid.

**City of Marysville  
Job Description**

<b>Job Title:</b>	<b>Water/Solid Waste Operations Supervisor</b>
<b>Department/Division:</b>	Public Works/Water Distribution Operations & Maintenance, Solid Waste, and SCADA/Telemetry
<b>Reports To:</b>	Water/Solid Waste Operations Manager
<b>FLSA Status</b>	Exempt
<b>Union Status:</b>	Non-union
<b>Pay Grade:</b>	M4
<b>Approval/Revision Date:</b>	March 2017

### **POSITION SUMMARY**

This position is responsible for planning, organizing and directing the operations and maintenance activities of the Water Distribution Operations & Maintenance, Solid Waste, and SCADA/Telemetry Divisions, including supervising the division's employees, coordinating assigned activities with other public works divisions, and providing highly responsible and technically complex staff assistance to the Water/Solid Waste Operations Manager. The work performed requires a high level of technical proficiency in water distribution and solid waste operations and maintenance.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

*Other duties may be assigned as needed.*

1. Develops, plans, and coordinates programs, projects and activities related to the operation and maintenance of the City's Water/Solid Waste Operations Division. Makes recommendations for new or more efficient operating strategies; implements changes; monitors outcomes.
2. Coordinates division activities with other departments and outside agencies and organizations; provides assistance to the Water/Solid Waste Operations Manager and other superiors as necessary; prepares and presents reports and other correspondence related to daily and project operations.
3. Supervises maintenance and operations staff, including assigning tasks, providing appropriate training, reviewing employees' work processes and products, counseling employees, giving performance evaluations, recommending disciplinary action, administering labor agreements, and responding to grievances; participates in the interviewing and hiring process for new employees and promotional positions.
4. Assists with the preparation and administration of the division's budget, including monitoring and coding expenditures.
5. Prepares and maintains a variety of reports, records and files related to the divisions' maintenance, repair, inspection, and improvement activities. Supervises solid waste collection and curbside commercial recycling programs, including resolving customer complaints.
6. Oversees water distribution system operations and maintenance programs, including maintenance of automated meter reading system, maintaining records and reports, and responding to customer complaints such as problems related to water pressure, dirty water, taste, and odor.

7. Coordinates the City's standby program and supervises personnel associated with the standby program.
8. Supervises maintenance and operations activities of the water distribution system, including coordinating emergency response and supervising locating and marking activities.
9. Assists in the development, evaluation and maintenance of plans and routes for solid waste collection.
10. Supervises administration of the SCADA/Telemetry system for the water, wastewater, and surface water utilities.
11. Participates in reviewing design plans and specifications for water maintenance and operations as well as plans related to garbage/recycling enclosures.
12. Fosters cooperative working relationship with other city departments and divisions and outside agencies such as State and Federal regulatory agencies.
13. Insures supplies, materials and equipment are purchased with Procurement Division to maintain appropriate inventory, and equipment and building needs are coordinated with Fleet and Facilities Division.
14. Serves as the City's certified operator in responsible charge as defined in Chapter 246.292 Washington Administrative Code.

#### **KNOWLEDGE, SKILLS AND ABILITIES**

*To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

#### **Knowledge of:**

- Principles and practices of the maintenance and operation of water and solid waste utilities.
- Principles and practices of solid waste collection and curbside/commercial recycling programs.
- Principles and practices of SCADA and Telemetry systems.
- Federal, state, and local laws, and technical manuals related to operation and maintenance of water and solid waste utilities.
- Principles and practices of supervision.
- Principles and practices of municipal budgeting, purchasing, and contract requirements.
- Windows based computers.
- Hazardous materials communications policy and protocol.
- Functions and operations of equipment used to perform essential duties.
- Safety regulations, standards, guidelines, and practices regarding assigned equipment and duties including traffic control, work zone safety, trenching, and confined space entry.
- Routine and emergency operations of assigned divisions and crews.
- Federal and State regulations and City's municipal code applicable to assigned division(s).

#### **Ability to:**

- Apply advanced knowledge of utility construction and maintenance.

- Apply advanced knowledge of solid waste collection and curbside/commercial recycling.
- Read, interpret and apply engineering plans, specifications, contracts and other construction documents related to utilities construction and maintenance; and take appropriate actions to ensure compliance with applicable codes and regulations.
- Plan, organize and supervise the work of subordinate employees, including training, assigning and evaluating their work, and providing job performance feedback.
- Critically analyze current policies, procedures, and recommend and implement changes as needed.
- Create and maintain a variety of records and reports including those related to financial operations, personnel, maintenance and operations activities and programs, facility needs, and equipment and supply use.
- Communicate effectively, orally and in writing, including the ability to listen effectively and to explain complex issues and applicable legal requirements, policies, and procedures to internal and external customers.
- Identify, estimate, calculate, and project costs, time equipment, supplies needed for assigned tasks/projects.
- Establish and maintain effective working relationships with city staff, city officials, the public and other agencies.
- Operate Windows based computer, including word processing, spreadsheet, and database software applications; and other specialized applications related to program area such as SCADA, and telemetry systems and solid waste routing.
- Work safely and comply with all safety regulations, standards, guidelines, and practices regarding assigned operations, vehicles, and equipment.

## **QUALIFICATIONS**

*A combination of the experience, education, and training listed below which provides an equivalent background to perform the work of this position.*

### **Experience:**

- Three years of increasingly responsible experience in water distribution and solid waste maintenance and operations programs and SCADA/Telemetry systems
- Two years supervisory experience is required.

### **Education and Training:**

- High School diploma or GED is required.
- Bachelor's degree in engineering technology, construction management, or a related field desired.

### **Licenses or Certificates:**

- Must possess a Washington State Driver's License.
- Must possess certification as Water Distribution Manager 4.
- Water Treatment Plant Operator 2 certification desired.
- Must possess, or have the ability to possess within six months of hire date, first aid and CPR certifications.

## **PHYSICAL DEMANDS / WORKING CONDITIONS**

The physical demands and characteristics of the work environment described here are representative of those occurring in the performance of the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the essential functions of this job, the employee is frequently required to stand; walk; sit; kneel, bend, or climb and to use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee must frequently lift up to 10 pounds; occasionally lift and/or move 10 to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

This position works both in an office and outside in various weather conditions. Outside, the employee may work near moving mechanical parts. The employee may be exposed to physical hazards from mechanical and electrical equipment and also will sometimes work in hazardous areas under hazardous conditions. The employee occasionally works near traffic and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and the risk of electrical shock and radiation. The noise level in the work environment is usually low to moderate indoors and moderate to loud outdoors.

Regular and reliable attendance is an essential function of this position.

*This position description generally describes the principle functions of the position and the level of knowledge and skills typically required. It does not constitute an employment agreement between the employer and employee, and it is subject to change as the needs of the employer and the requirements of the job change.*

# *Index #15*

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

**CITY COUNCIL MEETING DATE: 6/26/2017**

AGENDA ITEM: Approval of Special Event Permit Application; Downtown Marysville Merchants Association	
PREPARED BY: Carol Mulligan DEPARTMENT: Community Development	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Copy of Special Event Permit Application 2. Copy of site map. 3. MMC 5.46.	
BUDGET CODE:	AMOUNT:

**SUMMARY:**

The Downtown Marysville Merchants' Association has submitted an application to obtain a Special Event Permit to conduct "**3<sup>rd</sup> Street Vintage Market**", a street fair and marketplace for the sale of vintage items, to be held on Saturday, July 8, 2017. The applicant has requested the temporary street closure at the event location on 3<sup>rd</sup> Street, between State Avenue and Columbia Avenue, in order to conduct this proposed event. City staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

**RECOMMENDED ACTION:** City staff recommends City Council approve the application for Marysville Downtown Merchants Association to conduct a special event on Saturday, July 8, 2017, including the street closure of 3<sup>rd</sup> Street between State Avenue and Columbia Avenue, as requested by the applicant.



## SPECIAL EVENT PERMIT APPLICATION

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

<b>FOR AGENCY USE</b>	<b>Date:</b> 06.21.17	<b>File:</b> BUS 17-0028	<b>Fee:</b> \$100.00
	<b>NAME OF EVENT</b>		<b>PROPOSED DATES</b>
	3 <sup>rd</sup> STREET VINTAGE MARKET		7/8/17
	<b>APPLICANT</b>	<b>SPONSORING NON-PROFIT</b>	<b>EVENT ORGANIZER</b>
<b>Name</b>	DMMA	DMMA	DANA WREN
<b>Mailing Address</b>	1510 3 <sup>rd</sup> ST	"	
<b>City, State, ZIP</b>	Marysville WA 98270	"	
<b>Phone (home/office)</b>	360 657-5005	"	
<b>Phone (cell)</b> *	206 707-5195	"	
<b>E-mail</b>	wrenhaven@aol.com	"	
<b>SITE INFORMATION</b>			
<b>Set-up date/time</b>	7/7/17 1800	<b>Dismantling Date/time</b>	7/8/17 2000
		<b>Hours of operation</b>	7/8 1000-1800
<b>Estimated number of participants</b>	10-15	<b>Will admission fee be charged? (please note amount)</b>	No
<b>Will alcohol be served at event? (if yes please explain)</b>	No		
<b>Type of activity planned (Describe event) and Proposed Activities</b>	10x10 Tents - Vintage Items for sale.		
<b>Location to be used (Describe area to be used, attach map/route plan)</b>	3 <sup>rd</sup> ST - State to Columbia Ave		
<b>List any City Assistance that May be Required.</b>	Place & Remove Road Closure Barricades 7/7 @ 1800 7/8 @ 2000		
<b>Does event involve political or religious activity intended primarily for the communication or expression of ideas?</b>	No		

# Received

JUN 21 2017

City of Marysville  
Community Development

City of Marysville – Special Event Permit Application





## COMMUNITY DEVELOPMENT DEPARTMENT

80 Columbia Avenue ♦ Marysville, WA 98270  
(360) 363-8100 ♦ (360) 651-5099 FAX

### City of Marysville – Special Event Permit Application

#### Indemnification – Hold Harmless

Applicant shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Event or from any activity, work or thing done, permitted, or suffered by Applicant during the Event, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

#### Insurance

The applicant shall procure and maintain for the duration of the Event, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Event. The policy shall be written on an occurrence basis, shall be written for a period of not less than 24 hours prior to the event and extending for a period not less than 24 hours following completion of the event, and shall contain a provision prohibiting cancellation of the policy, except upon 30 days written notice to the City of Marysville. The insurance policy shall contain, or be endorsed to contain, that the Applicant's insurance coverage shall be primary insurance as respects to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Applicant's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and authorized to do business in the State of Washington.

#### Applicant shall provide a certificate of insurance evidencing:

1. General Liability insurance covering the Event, participants, products-completed operations and contractual liability with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. The city as an additional insured.

Certificate of Insurance will be provided prior to permit issuance. A copy of the endorsement naming the city as an additional insured shall be attached to the Certificate of Insurance.

Applicant shall include all subcontractors and concessionaires as additional insured under its policies and provide the City with the certificates of insurance and endorsements evidencing such insurance or shall furnish the separate certificates of insurance and endorsements issued under each subcontractor's and concessionaire's insurance policy. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for Applicant.

If the event is approved for the consumption of alcohol, whether sold or not, Applicant shall procure and maintain for the duration of the Event, Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The City is to be named as an additional insured on Liquor Liability insurance. Host Liquor Liability coverage may be substituted when alcohol is consumed and not sold during the Event with the prior written approval of the City.

Applicant specifically acknowledges that the route it has chosen for the event may include portions of the roadway which may be currently under construction. Applicant accepts the condition of the route as it currently exists. Applicant acknowledges that there are various conditions commonly associated with road construction including but not limited to plates in the roadway, construction machinery and loose asphalt and gravel. Applicant agrees to defend, indemnify and save harmless the City of Marysville, its officers and employees, for any accidents or injuries arising out of the event including but not limited to accidents associated with roadway construction.

This permit may be summarily revoked by the City at any time when by reason of disaster, public calamity, riot or other emergency the City determines that the safety of the public or property requires such revocation. Notice of such action will be delivered in writing by personal service or certified mail.

City of Marysville – Special Event Permit Application

**City of Marysville – Special Event Permit Application**

**Applicant Signature**

I hereby agree to abide by the conditions listed on Page 2 of the Special Event Permit Application:

Dana A. W.

Applicant Signature

Dated this 21<sup>st</sup> day of June, 2017

**City of Marysville Approval**

City Clerk or Designee

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**(For Official Use Only)**

Approved By: _____	Parks & Recreation Dept.	_____	Sanitation Division
_____	Planning Division	_____	Surface Water Division
_____	Building Division	_____	Finance Dept.
_____	Streets Division	_____	Fire District
_____	Police Dept.	_____	Mayor/Designee

Permit detained for the following reasons:
Recommended approval under the following conditions:
Number of monitors/staff required: Proof of Insurance? (Please circle) Yes No
Bond required? (Please circle) Yes No
Recommended approval to proceed with liquor licensing:
Pre-event walk through scheduled for:
Post-event walk through scheduled for:

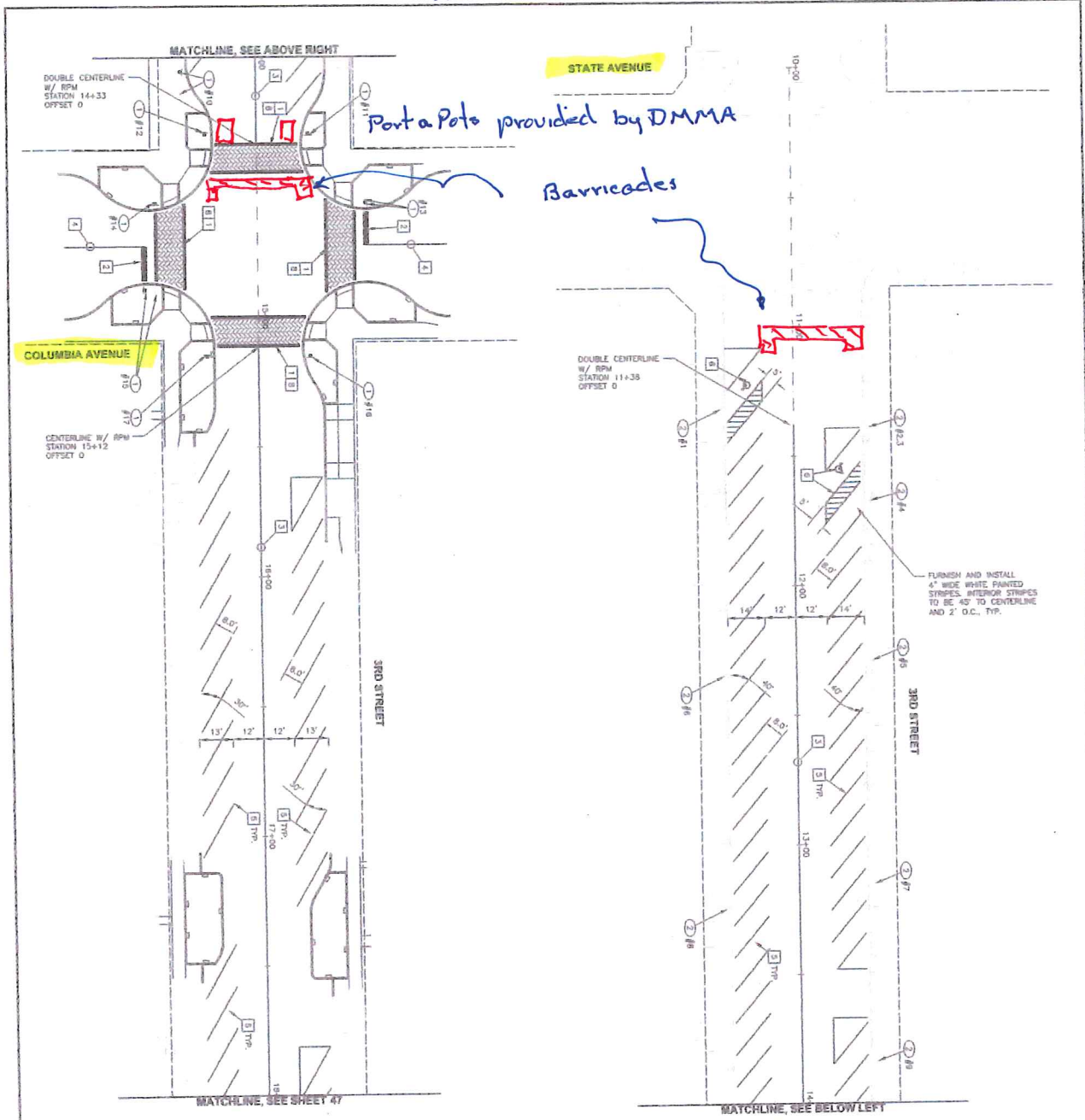
**Attachments:**

- Estimate of Expenses
- Sample advertising materials

# MARYSVILLE VINTAGE MARKET

7/8/17 10-6

127



Street Closure - 717 1800  
Reopen 718 2000

- SIGNING NOTES:**
- 1) CONTRACTOR SHALL FURNISH AND INSTALL NEW SIGN(S) AND POST. SEE SIGN LOCATION DETAIL & INSTALLATION DETAIL ON SHEET 49. CONTRACTOR SHALL FURNISH AND INSTALL SIGN POSTS. EXISTING SIGN SHALL BE REMOVED TO THE PUBLIC WORKS YARD. EXISTING SIGN SHALL BE EXISTING SIGN TO REMAIN IN PLACE. CONTRACTOR SHALL PROTECT EXISTING SIGN DURING CONSTRUCTION.
- PAVEMENT MARKINGS AND CROSSWALK NOTES:**
- 1) CONTRACTOR SHALL FURNISH AND INSTALL TYPED AND COLORED CROSSWALKS. SEE DETAIL SHEET 50.
  - 2) CONTRACTOR SHALL FURNISH AND INSTALL 24" WIDE PLASTIC STOP BAR. RPAS PER DETAIL ON SHEET 50.
  - 3) CONTRACTOR SHALL FURNISH AND INSTALL DOUBLE CENTERLINE WITH RPAS PER DETAIL ON SHEET 50.
  - 4) W/AVANT
  - 5) CONTRACTOR SHALL FURNISH AND INSTALL 4" WIDE PAINTED WHITE PAVEMENT STOP STRIP.
  - 6) CONTRACTOR SHALL FURNISH AND INSTALL PLASTIC ACCESS PAVING.
  - 7) CONTRACTOR SHALL FURNISH AND INSTALL 4" WIDE PAINTED YELLOW CURB.
  - 8) CONTRACTOR SHALL FURNISH AND INSTALL 12" WIDE PLASTIC STRIKE ON DOWN SIDE OF TOWARD CROSSWALK.

JOB NO. 15087700 DATE: 08	<b>CITY OF MARYSVILLE</b> SNOHOMISH COUNTY WASHINGTON <b>3RD STREET LOW IMPACT DEVELOPMENT AND ROADWAY IMPROVEMENT PROJECT</b> CHANNELIZATION PLAN	 	DATE: AUG 2016 SCALE: NOTED DRAWN: A.A.I. CHECKED: K.W.B. APPROVED: S.A.C.	 <b>Gray &amp; Osborne, Inc.</b> CONSULTING ENGINEERS 3710 16TH STREET NE, SUITE 210 REDMOND, WA 98073 • (206) 454-2400
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Item 15-5



## Chapter 5.46 SPECIAL EVENTS

### Sections:

- 5.46.010 Definitions.
- 5.46.020 Special event permit required.
- 5.46.025 Exceptions to special event permit requirement.
- 5.46.030 Permit application.
- 5.46.040 Approval.
- 5.46.050 Fees.
- 5.46.060 Departmental analysis.
- 5.46.070 Insurance required.
- 5.46.080 Denial of permit.
- 5.46.090 Appeal.
- 5.46.100 Sanitation.
- 5.46.110 Revocation of special event permit.
- 5.46.120 Cost recovery for unlawful special event.
- 5.46.130 Expressive activity special event.
- 5.46.140 Penalties for violation.

### **5.46.010 Definitions.**

---

Terms used in this chapter shall have the following meanings:

- (1) "Demonstration" means a public display of group opinion as by a rally or march, the principal purpose of which is expressive activity.
- (2) "Event organizer" means any person who conducts, manages, promotes, organizes, aids, or solicits attendance at a special event.
- (3) "Event management company" means an entity with expertise in managing special events.
- (4) "Expressive activity" includes conduct for which the sole or principal object is expression, dissemination, or communication by verbal, visual, literary, or auditory means of political or religious opinion, views, or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sports events, including marathons, fundraising events, or events the principal purpose of which is entertainment.

(5) "Gross revenues" means the sum of all revenues received by an event organizer for a special event including, but not limited to, cash receipts, licensing, sponsorships, television, advertising and similar revenues, and concessions.

(6) "March" means an organized walk or event whose principal purpose is expressive activity in service of a public cause.

(7) "Noncommercial special event" means any special event organized and conducted by a person or entity that qualifies as a tax-exempt nonprofit organization, or a special event whose principal purpose is expressive activity.

(8) "Rally" means a gathering whose principal purpose is expressive activity, especially one intended to inspire enthusiasm for a cause.

(9) "Sidewalk" means that portion of a right-of-way, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel.

(10) "Sign" means any sign, pennant, flag, banner, inflatable display, or other attention-seeking device.

(11) "Special event" means any fair, show, parade, run/walk, festival, or other publicly attended entertainment or celebration which is to be held in whole or in part upon publicly owned property or public rights-of-way, or if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public or public rights-of-way within the vicinity of such event.

(12) "Special event permit" means a permit issued under this chapter.

(13) "Special permit venue" means that area for which a special event permit has been issued.

(14) "Street" means any place that is publicly maintained and open to use of the public for purposes of vehicular traffic, including highways.

(15) "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special event permit.

(16) "Vendor" means any person who sells or offers to sell any goods, food, or beverages within a special event venue. (Ord. 2901 § 1, 2012).

**5.46.020 Special event permit required.**

---

Except as provided elsewhere in this chapter, any person or entity who conducts, promotes, or manages a special event shall first obtain a special event permit from the city of Marysville. (Ord. 2901 § 1, 2012).

**5.46.025 Exceptions to special event permit requirement.**

---

(1) Although not required to be issued a special event permit, an event organizer of an activity exempted from this chapter is required to comply with all local, state and federal laws and regulations governing public safety or health.

(2) The following activities are exempt from obtaining a special event permit:

(a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Marysville. An internal review process will be conducted for these events;

(b) Private events held entirely on private property that do not involve the use of or have an impact on public property or facilities and that do not require the provision of city public safety services;

(c) Funeral and wedding processions on private properties;

(d) Groups required by law to be so assembled;

(e) Gatherings of 100 or fewer people in a city park, unless merchandise or services are offered for sale or trade to the public, in which case a special event permit is required;

(f) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, anniversary sales, or single event (one day only) concession stands;

(g) Garage sales, rummage sales, lemonade stands, and car washes;

(h) Activities conducted by a governmental agency acting within the scope of its authority;

(i) Lawful picketing on sidewalks;

(j) Block parties located entirely on private property when not requesting a street closure, and not inviting others from outside the neighborhood;

(k) Annual Strawberry Festival which is governed by Chapter 5.48 MMC; and



(l) Other similar events and activities which do not directly affect or use city services or property. (Ord. 2901 § 1, 2012).

#### **5.46.030 Permit application.**

---

(1) An application for a special event permit can be obtained at the office of the community development director and will be completed and submitted to the community development director and/or designee no later than 60 days prior to the proposed event. A completed application does not constitute approval of the permit.

(2) A waiver of application deadline shall be granted upon a showing of good cause or at the discretion of the community development director and/or designee. The community development director and/or designee shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of expressive activity.

(3) The following information shall be provided on the special event permit application:

(a) The name, address, fax, cell, day of event contact number, email address, and office telephone number of the applicant;

(b) A certification that the applicant will be financially responsible for any city fees or costs that may be imposed for the special event;

(c) The name, address, fax, cell, email address and telephone number of the event organizer, if any, and the chief officer of the event organizer, if any;

(d) A list of emergency contacts that will be in effect during the event, and the event web address, if any; and

(e) If the special event is designed to be held by, on behalf of, or for any organization other than the applicant, the applicant for special event permit shall file a signed, written communication from such organization:

(i) Authorizing the applicant to apply for the special event permit on its behalf;

(ii) Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event; and

(iii) Attached to which shall be a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;

(f) All permit applications shall include:

- (i) A statement of the purpose of the special event;
- (ii) A statement of fees to be charged for the special event, including admissions tax documentation;
- (iii) The proposed location of the special event;
- (iv) Dates and times when the special event is to be conducted;
- (v) The approximate times when assembly for, and disbanding of, the special event is to take place;
- (vi) The proposed locations of the assembly or production area;
- (vii) The specific proposed site or route, including a map and written narrative of the route;
- (viii) The proposed site of any reviewing stands and/or vending areas;
- (ix) The proposed site for any disbanding area;
- (x) Proposed alternative routes, sites or times, where applicable;
- (xi) The approximate number of persons, animals, and vehicles that will constitute the special event;
- (xii) The kinds of animals anticipated to be part of the special event;
- (xiii) A description of the types of vehicles to be used in the special event;
- (xiv) The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise;
- (xv) The number and location of potable sanitation facilities;
- (xvi) Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety;
- (xvii) The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for



special events using city streets, sidewalks, or facilities, including use of public or private law enforcement personnel;

(xviii) Provisions for first aid or emergency medical services, or both, based on special event risk factors;

(xix) Insurance and surety bond information;

(xx) Any special or unusual requirements that may be imposed or created by virtue of the proposed special event activity;

(xxi) The marketing plan with proposed timelines associated with marketing the activity to the general public;

(xxii) Event timeline documenting activities from event set-up to event tear-down;

(xxiii) Parking areas;

(xxiv) Identify city assistance being requested; and

(xxv) Any other information required by the city. (Ord. 2901 § 1, 2012).

#### **5.46.040 Approval.**

---

Based on the type of event and the event to which city services will be required, approval of special event permit applications will be made by the following authorities:

(1) Approval by City Staff. Administrative approval for one-day events contained on a single site that could involve special parking arrangements and hiring of police officers for crowd control and traffic control. City staff shall include a representative from the police, planning, public works, parks and recreation, fire, streets, sanitation, and community development director departments.

(2) Approval by City Council. Multiple-day events (four days maximum) or any event involving street closures or impacts to services city-wide. Events lasting more than four days shall be subject to submittal of additional information as required by city staff.

(3) The city council will be notified of all special event approvals made by the city staff.

(4) If permits and/or coordination is required from other agencies, i.e., Community Transit, Department of Transportation, Snohomish Health District, etc., these must be submitted prior to the issuance of the permit. (Ord. 2901 § 1, 2012).

**5.46.050 Fees.**

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There will be a \$100.00 nonrefundable application fee for a special event permit. (Ord. 2901 § 1, 2012).

**5.46.060 Departmental analysis.**

---

(1) The community development director or designee will send copies of special event permit applications to all pertinent city departments and/or outside agencies when deemed necessary for review and determination of services required.

(2) The applicant is required to contract with the Marysville police department and public works department to employ police officers for security and traffic control as determined by the departmental analysis.

(3) Cost of city services, i.e., police, public works employees, etc., for special events will be estimated prior to the event. Additional costs incurred will be evaluated following the completion of the event. The city may in its discretion require a cash deposit for such costs. (Ord. 2901 § 1, 2012).

**5.46.070 Insurance required.**

---

Except as otherwise provided in this chapter, the applicant is required to obtain and present evidence of comprehensive liability insurance naming the city of Marysville, its officials, officers, employees and agents as additional insured for use of streets, public rights-of-way and publicly owned property such as parks. The insurance policy shall be written on an occurrence basis and shall provide a minimum coverage of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from permits issued pursuant to this chapter. The insurance policy period shall be for a period not less than 24 hours prior to the event and extending for a period of not less than 24 hours following completion of the event. In circumstances presenting a significantly high risk of liability the city may, in its discretion, increase the minimum insurance requirements, and in circumstances presenting a significantly low risk of liability, the city may in its discretion reduce the minimum insurance requirements. (Ord. 2901 § 1, 2012).

**5.46.080 Denial of permit.**

---

Reasons for denial of a special event permit include, but are not limited to:

- (1) The event will disrupt traffic within the city of Marysville beyond practical solution;
- (2) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;
- (3) The event will interfere with access to emergency services;

- (4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;
- (5) The event will require the diversion of so many city employees that it would unreasonably affect other city services;
- (6) The application contains incomplete or false information;
- (7) The applicant fails to provide proof of insurance;
- (8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee and/or the applicant has failed to pay all fees due from previous special events;
- (9) The applicant failed to provide proof of sufficient monitors for crowd control and safety at least one week prior to the event;
- (10) The applicant has failed to provide proof of sufficient on- or off-site parking or shuttle services, or both, when required, to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the special event;
- (11) The applicant has failed to conduct a previously authorized or exempted special event in accordance with law and/or the terms of a permit;
- (12) The special event application conflicts with permits issued on same date and location creating hardship or financial burden to already permitted events;
- (13) The applicant does not meet current zoning requirements;
- (14) The applicant fails to obtain local, county, state and federal permits as required;
- (15) The city reasonably determines that the proposed special event conflicts with an already approved special event scheduled for same date(s). (Ord. 2901 § 1, 2012).

#### **5.46.090 Appeal.**

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The applicant has the right to appeal any denial or revocation of a special events permit to the city council. An appeal shall be made in writing, shall specify the grounds of the appeal, shall have supporting documentation attached, and it shall be filed with the community development director within seven calendar days of the date of the written denial or revocation. (Ord. 2901 § 1, 2012).

#### **5.46.100 Sanitation.**

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(1) A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant. The permittee is required to clean all permitted public and private properties and the right-of-way of rubbish and debris, returning it to its pre-event condition. If the permittee fails to clean up such refuse, the cleanup will be arranged by the city and the costs charged to the permittee.

(2) A special event permit may be issued only after adequate restroom and washroom facilities have been identified and arranged for or obtained by the applicant subject to the Snohomish Health District's review and certification process. (Ord. 2901 § 1, 2012).

#### **5.46.110 Revocation of special event permit.**

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(1) Any special event permit issued pursuant to this chapter is subject to revocation, pursuant to this section.

(2) A special event permit may be revoked if the city determines:

(a) That the special event cannot be conducted without violating the provisions of this chapter and/or conditions for the special event permit issuance;

(b) The special event is being conducted in violation of the provisions of this chapter and/or any condition of the special event permit;

(c) The special event poses a threat to health or safety;

(d) The event organizer or any person associated with the special event has failed to obtain any other permit required pursuant to the provisions of this chapter;

(e) The special event permit was issued in error or contrary to law;

(f) The applicant has not paid all fees when due; or

(g) The applicant has failed to provide confirmation or proof that it has obtained the minimum number of required volunteers to perform safety functions.

(3) Except as provided in this section, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.

(4) If there is an emergency requiring immediate revocation of a special event permit, the city may notify the permit holder verbally of the revocation. (Ord. 2901 § 1, 2012).

#### **5.46.120 Cost recovery for unlawful special event.**

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Whenever a special event is conducted without a special event permit when one is required or is conducted in violation of the terms of an issued special event permit, the

event organizer shall be responsible for, and the city shall charge the event organizer for, all costs incurred as a result of the adverse impacts of the special event or the violation of the special event permit. (Ord. 2901 § 1, 2012).

#### **5.46.130 Expressive activity special event.**

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When a special event permit is sought for an expressive activity such as a demonstration, rally, or march as defined in this chapter, the following exceptions shall apply:

- (1) Where the special event will not require temporary street closures, cost recovery pursuant to MMC 5.46.050 shall be limited solely to a fee based on the cost of processing the permit application.
- (2) The insurance requirement of MMC 5.46.070 shall be waived; provided, that the event organizer has filed with the application a verified statement that he or she intends the special event purpose to be First Amendment expression and the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression. The verified statement shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.
- (3) Where the special event will require temporary street closures and any one or more of the conditions of subsection (4) of this section are present requiring the city to provide services in the interest of public health, safety, and welfare, the special event coordinator may condition the issuance of the special event permit upon payment of actual, direct costs incurred by the city to a maximum of \$500.00. Any fee schedule adopted by the city shall contain a provision for waiver of, or a sliding scale for payment of, fees for city services, including police costs, on the basis of ability to pay.
- (4) The city may deny a special event permit for a demonstration, rally or march if:
  - (a) The special event will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route;
  - (b) The special event will cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility;
  - (c) The special event will block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the city's public works department.

- (d) The special event will require the diversion of police employees from their normal duties;
- (e) The concentration of persons, animals, or vehicles will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets;
- (f) The special event will substantially interfere with another special event for which a permit has already been granted or with the provision of city services in support of other scheduled special events; or
- (g) The special event will have significant adverse impact upon residential or business access and traffic circulation in the same general venue.

(5) With regard to the permitting of expressive activity special events where the provisions of this section conflict with the provisions in any other section of this chapter, the provisions of this section shall prevail. (Ord. 2901 § 1, 2012).

#### **5.46.140 Penalties for violation.**

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- (1) Violations of, or failure to comply with, any provision of this chapter shall constitute a civil infraction and any person found to have violated any provision of this chapter is punishable by a monetary penalty of not more than \$250.00 for each such violation. Each day that a violation continues shall constitute a new and separate infraction.
- (2) The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinances of the city or any other ordinances or laws applicable to the violation.
- (3) Any permit fee or penalty which is delinquent or unpaid shall constitute a debt to the city and may be collected by a court proceeding in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. (Ord. 2901 § 1, 2012).

# *Index #16*

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

**CITY COUNCIL MEETING DATE: 6/24/17**

<b>AGENDA ITEM:</b>	
New Business: Interlocal Agreement for Facilitation Services	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Gloria Hirashima, Chief Administrative Officer	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
1. Interlocal Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	
<p>The cities of Marysville, Arlington and Fire District 12 have formed a committee to consider creation of a Regional Fire Authority. The committee agreed to utilize the services of Karen Reed Consulting LLC to assist in the study. The parties have agreed to share costs for said services. This interlocal agreement establishes the basis for cost-sharing and provides consent for engagement of the consultant. The City of Marysville has entered into an agreement with Karen Reed Consulting LLC, so will be invoicing the other parties for reimbursement.</p>	

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign the Interlocal Agreement for Facilitation Services.



## INTERLOCAL AGREEMENT FOR FACILITATION SERVICES

This Agreement is entered into among SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12, a Washington special purpose district (referred to as "District"); the CITY OF MARYSVILLE, a Washington municipal corporation (referred to as "Marysville"), and the CITY OF ARLINGTON, a Washington municipal corporation (referred to as "Arlington").

This Agreement is entered into by the parties under the authority of RCW 35A.11.040 and RCW 52.12.031 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.

The District, acting in concert with Marysville, and Arlington currently each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective areas. The parties have formed a planning committee to discuss a potential regional fire authority and have reached a point where facilitation by an outside party is deemed by all parties to be beneficial to the process.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **EFFECTIVE DATE AND TERMINATION:** This Agreement shall be effective upon signature by both parties and shall continue in effect until sixty (60) days following written notice by either party of its intent to terminate this Agreement.
2. **PROFESSIONAL SERVICES:** The parties each agree to engage the professional services of Karen Reed of Karen Reed Consulting, LLC to assist in the discussions underway between the parties for a possible Regional Fire Authority. The scope of services is attached to this agreement, labeled "Exhibit A".
3. **PAYMENT FOR SERVICES:** The parties agree that the facilitation fees associated with Regional Fire Authority planning process will be shared equally among the parties and paid 1/3 by Arlington, 1/3 by Marysville, and 1/3 by District.
4. **NO SPECIAL DUTY CREATED:** The duties of the parties hereto under the provisions of this Agreement are duties owed to the public generally and by the entering into this Agreement, no party shall have or owe a special duty to any other party.
5. **LIABILITY:** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement.
6. **INSURANCE:**
  - a. Arlington shall provide and maintain insurance coverage for all facilities, equipment, personnel and operations of Arlington owned assets. The insurance shall include all risk property insurance, insuring City equipment and building at

replacement cost; general liability insurance, including errors and omissions coverage, with a policy limit of not less than \$2,000,000; complete auto insurance, including comprehensive and collision coverage at replacement cost, and liability coverage with a limit of not less than \$2,000,000. Arlington shall furnish to the other parties appropriate documentation showing that the coverage is in effect. For purposes of this paragraph, participation in a voluntary risk management pool such as Washington Cities Insurance Authority with comparable limits shall be deemed sufficient insurance.

b. Marysville shall provide insurance coverage for all equipment, personnel and operations of Marysville owned assets. The insurance shall include all risk property insurance, insuring Marysville equipment replacement cost; general liability insurance, including errors and omissions coverage, with a policy limit of not less than \$2,000,000; complete auto insurance, including comprehensive and collision coverage at replacement cost, and liability coverage with a limit of not less than \$2,000,000. Marysville shall furnish to the other parties appropriate documentation showing that the coverage is in effect. For purposes of this paragraph, participation in a voluntary risk management pool such as Washington Cities Insurance Authority with comparable limits shall be deemed sufficient insurance.

c. District shall provide insurance coverage for all equipment, personnel and operations of District owned assets. The insurance shall include all risk property insurance, insuring District equipment replacement cost; general liability insurance, including errors and omissions coverage, with a policy limit of not less than \$2,000,000; complete auto insurance, including comprehensive and collision coverage at replacement cost, and liability coverage with a limit of not less than \$2,000,000. District shall furnish to the other parties appropriate documentation showing that the coverage is in effect. For purposes of this paragraph, participation in a voluntary risk management pool such as Washington Cities Insurance Authority with comparable limits shall be deemed sufficient insurance.

7. **MUTUAL COOPERATION:** The Chief Administrative Officers of each agency shall meet and confer as needed on any matters of mutual concern which involve aspects related to the possible formation of a Regional Fire Authority between any of the agencies.

8. **NOTICES:** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered, at the time of transmittal if transmitted by facsimile transmission, or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

9. **SEVERABILITY:** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

10. **MODIFICATION:** This Agreement represents the entire agreement between

the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

11. **BENEFITS:** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

12. **NON-EXCLUSIVE AGREEMENT:** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.

13. **REOPENING AGREEMENT:** This Agreement may be revised at any time by agreement of the parties.

14. **DISPUTE RESOLUTION.** In the event of a disagreement between the parties relating to the interpretation of the terms of this Agreement, the parties agree that such dispute shall be submitted to mediation, and if not resolved in mediation, then resolved by binding arbitration. The mediator shall be selected by agreement or in the event the parties cannot agree, then any party may seek the appointment of a mediator by the Snohomish County Superior Court. Any binding arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator to the arbitration panel. Unless different rules are adopted by the panel of Arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings.

15. **PRIOR AGREEMENTS.** This agreement has no impact on prior agreements of the parties hereto.

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DATED: 6-9-17

CITY OF ARLINGTON

By   
Mayor

Attest:

By   
City Clerk

Approved as to form:

By   
City Attorney

SNOHOMISH COUNTY FIRE  
PROTECTION DISTRICT NO. 12

By \_\_\_\_\_  
Chairperson

By \_\_\_\_\_  
Secretary

Approved as to form:

By \_\_\_\_\_  
Fire District Attorney

CITY OF MARYSVILLE

By \_\_\_\_\_  
Mayor

Attest:

By \_\_\_\_\_  
City Clerk

Approved as to form:

By \_\_\_\_\_  
City Attorney

# *Index #12*

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

**CITY COUNCIL MEETING DATE: June 26, 2017**

<b>AGENDA ITEM:</b> Reappointment to the Salary Commission	<b>AGENDA SECTION:</b>  Mayor's Business	
<b>PREPARED BY:</b> April O'Brien, Deputy City Clerk	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Appointment Form	<b>APPROVED BY:</b>	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

Summary:

Mayor Nehring is recommending the reappointment of Steven Edin to the Salary Commission, serving until June 23, 2020.

**RECOMMENDED ACTION:**

Mayor Nehring recommends the City Council confirm the Salary Commission reappointment of Steven Edin, serving until June 23, 2020.

**COUNCIL ACTION:**

**Office of the Mayor**  
**Jon Nehring**  
1049 State Avenue  
Marysville, WA 98270  
Phone: 360-363-8000  
Fax: 360-651-5033  
marysvillewa.gov

**APPOINTMENT**

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby reappoint Steven Edin as a member of the SALARY COMMISSION of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.51; dated this 26 day of June, 2017.

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M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the SALARY COMMISSION of the City of Marysville in the manner required by law.

Dated this 26 day of June, 2017

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STEVEN EDIN

This term of appointment expires the 23 day of June, 2020.