

Marysville City Council Meeting

June 25, 2018

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

Audience Participation

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

- 1. Approval of the May 15, 2018 Marysville and Lake Stevens City Council Joint Meeting Minutes.
- 9. Approval of the May 29, 2018 City Council Meeting Minutes.
- 10. Approval of the June 4, 2018 City Council Work Session Minutes.

Consent

11. Approval of June 13, 2018 Claims in the Amount of \$950,152.02 Paid by EFT Transactions and Check Numbers 125146 through 125304.

Review Bids

Public Hearings

New Business

- 2. Consider Approving of the Supplemental Agreement No. 3, a No-Cost Extension, to the City's Professional Service Agreement with KPG, Inc.
- 3. Consider Approving the Sunnyside Blvd Water Main (29th PI NE to Soper Hill Rd) Project, Starting the 45-day Lien Filing Period for Project Closeout.
- 4. Consider Approving a **Resolution** Amending Procurement Procedures.

Marysville City Council Meeting

June 25, 2018

7:00 p.m.

City Hall

5. Consider Approving the Community Beautification Program Grant Review Committee's Recommendation on Award Funding.
6. Consider Approving an Interlocal Agreement with the City of Kenmore for Outdoor Video Services.
7. Consider Approving an Agreement with the State of Washington Department of Ecology for a \$25,000.00 Grant to help pay for the Update to the Shoreline Master Program.
8. Consider Approving a **Resolution** for the Mother Nature's Window Park Project #18-2176 as required by the Recreation Conservation Office.
12. Consider Approving the Two Easement Encroachment Agreements for a Garage and a Gazebo between the City of Marysville and Trevor and Julie Trueax.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

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

Index #1



**JOINT MEETING MINUTES
MARYSVILLE AND LAKE STEVENS CITY COUNCILS**

Tuesday, May 15, 2018
Marysville City Hall
1049 State Avenue, Marysville, WA

Call to Order / Pledge of Allegiance:

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

Roll Call:

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

Marysville Mayor: Jon Nehring

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

Absent: Michael Stevens

Lake Stevens Mayor: John Spencer

Lake Stevens Council: Gary Petershagen, Brett Gailey, Kim Daughtry, Todd Welch, Rauchel McDaniel, Marcus Tageant, Kurt Hilt

Also Present: Marysville: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Engineer Jeff Laycock, Asst. Public Works Director, Kari Chenault, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Community Development Director Dave Koenig, and Recording Secretary Laurie Hugdahl.

Lake Stevens: Public Works Director Eric Durpos, Community Development Director Russ Wright, City Clerk Kathy Pugh, Finance Director Barb Stevens, City Administrator Gene Brazel

Introductions of Council and Staff: Councilmembers and Mayors made brief introductions.

Approval of Agenda:

Motion made by Marysville Councilmember Toyer, seconded by Councilmember Norton to approve the agenda. **Motion** passed unanimously (6-0).

Motion made and seconded by Lake Stevens Councilmembers to approve the agenda. **Motion** passed unanimously (7-0).

Discussion Items:

A. City Capital Project Updates

CAO Hirashima introduced the agenda which revolved around growth and the proposed Interlocal Agreement. City Engineer Jeff Laycock reviewed Marysville capital projects. He reviewed key transportation projects in South Marysville including:

1. I-5 NB Peak Hour use lane and SR 529 Interchange
2. First Street Bypass
3. SR9/SR92 Break in Access
4. 35th to 40th Street NE Arterial
5. Roundabouts at 87th/35th and 87th/40th
6. Intersection Improvements at Soper Hill Rd, Sunnyside Blvd and 71st Avenue NE
7. 83rd Avenue NE and Soper Hill Road Intersection Improvements

Utility projects in South Marysville:

1. Sunnyside well treatment facility
2. Highway 9 well
3. Zone 560 booster pump station
4. 83rd Avenue NE Water Main Improvements
5. Whiskey Ridge Reservoir
6. Whiskey Ridge Sewer Lift Station

Community Development Director Russ Wright distributed a memorandum regarding Lake Stevens' commercial and residential development, civic projects, recreational opportunities, the ILA and capital projects, including:

Transportation projects

1. SR9/SR204 Intersection improvements
2. Village Way – new road into Frontier Village
3. 20th Street SE widening
4. New grid roads to support the 20th Street SE Corridor Subarea Plan
5. Rebuild Main Street to support the Downtown Lake Stevens Subarea Plan
6. South Lake Stevens widening and pedestrian improvements
7. Safe Routes to school grant on 91st

Stormwater

1. Decant Facility
2. Regional Stormwater Pond to support the 20th Street SE Corridor Subarea Plan

Parks

1. Rebuild and expand North Cove Park to support the Downtown Lake Stevens Subarea Plan
2. Rebuild Lundeen Park

3. Reconstruct Frontier Heights Park
4. Complete Phase 1 improvements to Eagle Ridge Park
5. Construct Cavelero Park in coordination with Snohomish County
6. Re-establish ballfields on 20th Street SE

Civic Buildings

- Build a new Police Station at Chapel Hill
- Develop a Community/Conference Center downtown
- Coordinate with special interest groups to relocate the museum, rowing shell house, library and American Legion Veteran's Memorial

B. Development and Growth in Marysville and Lake Stevens

Marysville Community Development Director Koenig reviewed development and growth in Marysville. He discussed population, development, housing, and employment numbers. Community Development Director Wright discussed population, residential development and commercial development numbers for Lake Stevens.

C. Recreational Opportunities in the Area, Including Abutting Powerline Trails

Marysville Public Works Director Nielsen and Community Development Director Koenig reviewed recreational opportunities in Marysville including: Ebey Waterfront Park Expansion, Ebey Waterfront Trail, Bayview Ridge Trail, Centennial Trail Connector, and Whiskey Ridge Trail.

Community Development Director Wright reviewed recreational opportunities and focused on the redevelopment and expansion of North Cove Park. He also discussed the Centennial Trail and the Powerline Trail. Mayor Spencer mentioned the boat launches at the lake which are extensively used. The lake is very heavily used, especially when the weather is nice.

D. Interlocal Agreement re Soper Hill Intersection Improvement

CAO Hirashima introduced the Interlocal Agreement. She reviewed the purpose of the agreement including: developing standards for the Soper Hill Rd corridor with the City of Lake Stevens jurisdiction; establishing the responsibility of each agency as it relates to design, permitting and construction of the corridor; establishing maintenance responsibilities of the corridor; and coordinating future growth.

Marysville and Lake Stevens staffs have been working together on the ILA since August 2016. CAO Hirashima reviewed the key points of the ILA including:

- Marysville would be responsible for funding and design of 83rd Avenue Roundabout and frontage improvements between 83rd and 87th Avenue NE.
- Marysville development would be responsible for 87th Avenue roundabout and frontage improvements.
- Lake Stevens would retain the lead agency and permitting authority/approval.
- Projects to comply with Lake Stevens' ordinances and engineering design and development standards.
- The improvements would be conveyed to Lake Stevens following the construction.
- Marysville to construct improvements within two years of agreement.

- Marysville to maintain 83rd Avenue project through term of agreement or 15 years.

Coordination of future growth was also discussed including:

- Traffic - SR 9 and Soper Hill Road; SR9 and SR92 intersection; and other roadway issues
- Parks - Future park needs in Sunnyside/Soper Hill area
- Schools - Both cities have adopted Lake Stevens School District Capital Facilities Plan to support Impact Fee Collection

Discussion:

Mayor Nehring thanked both staffs for the excellent overview of what is happening in the two communities.

Lake Stevens Mayor Spencer also thanked the staffs for the work they have done. He spoke to the importance of coming to agreement on future plans.

Lake Stevens Councilmember Tageant commented on Lake Stevens' concerns related to roads and traffic in the corridor.

Lake Stevens Councilmember Hilt expressed concern about the unpredicted traffic impacts and insufficient recreational opportunities for residents in that area. He stated that Marysville would get the benefit of the growth while Lake Stevens would bear the brunt of the development. He also expressed concern about HOA-maintained parks which are not truly parks. He noted that this area of the city is landlocked so it is important that kids have recreational opportunities. He expressed concern about growth in general and the importance of walkability and having a safe and healthy community.

Lake Stevens Councilmember McDaniel spoke to the positive direction of the meeting and discussions. She expressed concern about agreeing to an ILA agreement without seeing a draft first or discussing the mitigation. She agreed that Marysville would be getting most of the benefit while Lake Stevens would be taking most of the burden.

Lake Stevens Councilmember Gailey concurred with previous comments. He also expressed concern that Lake Stevens' police would have to respond to Soper Hill even though it would be primarily Marysville citizens using the road.

Lake Stevens Councilmember Welch said he would be concerned with how the Soper Hill Road turns out and the safety of the community. He spoke in support of the direction they are going.

Lake Stevens Councilmember Daughtry asked if there would be an ILA between the two police departments for mutual response in the commercial areas.

Lake Stevens Councilmember Petershagen expressed concern about the impact on Lake Stevens from increased traffic to schools. He stated that there needs to be recognition of the fact that this isn't a typical traffic situation. He noted that Lake Stevens is already built out in Soper Hill so Lake Stevens wouldn't be impacting anything. He solicited solutions from Marysville because they would be the ones having an impact on Lake Stevens' secondary roads. He commented that these are big items and shouldn't be pushed off to later. He urged the staffs to keep working on this.

Lake Stevens Councilmember Daughtry concurred with the tremendous impacts on increased traffic related to schools in the area, especially on his street.

Marysville Councilmember Muller commented that the City of Marysville doesn't create the school boundaries and doesn't have control over those. Marysville supports Lake Stevens' school fees. Marysville is also offering to pay for the entire project with pedestrian improvements. He would like to hear specific suggestions from Lake Stevens related to safety and maintenance. There was discussion about options for ownership and maintenance.

Regarding parks, Marysville Councilmember Muller stated that Marysville is committed to building its section of the Powerline Trail to Soper Hill Road. This is in the City's Parks Plan. Mayor Spencer stated that Lake Stevens is prepared to begin a conceptual analysis of the trail from Soper Hill Road to the south. They would then work with Marysville regarding funding. Mayor Spencer noted that the subdivision parks are great for young children, but the two jurisdictions should look at ways to create ballfields or covered basketball courts for young adults to use. Lake Stevens wants to make sure mitigation is going towards something that will take care of the population in that area.

Marysville Councilmember Muller disagreed with Lake Stevens' assumption that the 10,000 people would all go to Lake Stevens for shopping. He commented on the pass-through traffic in Marysville of people coming to Costco, the 172nd Street corridor, I-5, etc. He noted that Marysville is willing to invest heavily in a street that benefits the residents in that area. He spoke to the importance of having an Interlocal Agreement that addresses quality of life issues and letting Marysville take care of the cost of the roads while giving Lake Stevens a voice in what that should look like.

Lake Stevens Councilmember Gailey explained that they also have concerns about increased traffic on roads in the area because of the expected increased school population. Even though Soper Hill Road would be improved with Marysville's proposal, other roads would also be impacted. He asked how those issues would be mitigated since they would be a result of Marysville citizens in schools in Lake Stevens. Councilmember Muller replied that there are models to determine the school impact fees and corridor improvements needed as a direct result of development.

Marysville Public Works Director Nielsen reviewed model results and also some issues with the model due to other improvements that will be completed in the future. He thinks there will be a shift in the traffic patterns as a result of tolling proposals on the Highway 2 Trestle and the 1st Street Bypass to 529.

Lake Stevens Mayor Spencer spoke to the value of continued conversations surrounding parks and recreational opportunities.

Marysville Mayor Nehring spoke in support of the vision of parks and sports facilities, but wasn't sure how it could be included in this Interlocal Agreement. He asked for specific items Marysville could include in the ILA.

Lake Stevens Mayor Spencer replied that they are looking for some strong language about moving forward with recreational facilities and the powerline trail to provide options for bicycling and pedestrians. Councilmember Tageant would like to see more of a commitment to that. Councilmember Gailey commented that they envision a trail with

walking/biking down the middle and an option for recreational opportunities along the sides in some areas.

Marysville Councilmember Toyer asked about Lake Stevens' vision for the powerline trails. Lake Stevens Councilmembers commented generally on their desire to provide recreational opportunities for the citizens.

Marysville Councilmember Norton commented that there are a lot of unknowns about parks that they would not be able to figure out tonight with regard to issues such as funding, maintenance, and location. It might be possible for the cities to look at partnering on something like design work in the future. For this discussion regarding an Interlocal Agreement, she believes that focusing on the road project would be a better first step. She referred to Lake Stevens' concerns about the traffic coming from the growth in Marysville and pointed out that there are also some positive things that result from the growth such as revenue from shopping and more students in their schools.

Marysville Councilmember Vaughan commented as the elder council member. He reviewed some history of a Lake Stevens and Marysville Council meeting many years ago where they discussed the growth and commercial development in the area they are talking about tonight. At that time, like tonight, Marysville approached Lake Stevens about some things that the City was willing to do to work together, but that was unsuccessful. Now Marysville feels that there is another important opportunity for the future and is trying to hash out a variety of things. He thinks it is unfortunate that the two Councils have not been more successful at working together. He suggested that the two communities could meet regularly to try to improve their working relationship.

Marysville Councilmember King stated he lives on Sunnyside Blvd and pointed out that the traffic goes both ways. He is thrilled about plans for a trail that will tie both communities. Parks and open spaces are important to him.

Lake Stevens Mayor Spencer spoke to the need to get an ILA in place because of the development that is happening in Marysville. He doesn't think there is any question of design on the road. He suggested that Lake Stevens could come back to Marysville with some specific suggestions. Mayor Nehring agreed. He thought that the powerline trails seemed like the most logical place to start.

Marysville Councilmember Muller asked about creating a regional park agreement instead of including it in the ILA. Mayor Spencer thought that would be okay, but noted that the ILA would hinge on it.

Marysville Mayor Nehring noted he was not hearing any disagreement on the details of the road project. He asked if there was a way to get that done without drawing in something additional. Mayor Spencer replied that Lake Stevens wants a commitment regarding parks, but they don't need specificity.

Marysville Councilmember James commented that the ILA for the road makes sense and will benefit both communities. He suggested agreeing on that. The other issues are important, but they don't need to be connected to the ILA related to the road. He spoke in support of meeting more often to develop a better working relationship.

Adjournment

The meeting was adjourned at 9:06 p.m.

Jon Nehring, Marysville Mayor

John Spencer, Lake Stevens Mayor

Kathy Pugh, Lake Stevens City Clerk

Index #9

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Volunteer of the Month: Roger Gable	Continued
Criminal Justice Tax Communication Plan	Presented
Introduction of New Human Resources Director	Presented
Audience Participation	
Approval of Minutes	
Approval of the May 7, 2018 City Council Work Session Minutes.	Approved
Approval of the May 14, 2018 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the May 4, 2018 Payroll in the Amount of \$1,910,619.44, Paid by EFT Transactions and Check Numbers 31499 through 31530.	Approved
Approval of the May 9, 2018 Claims in the Amount of \$645,671.96, Paid by EFT Transactions and Check Numbers 124462 through 124609 with Check Number 124315 Voided.	Approved
Approval of the May 16, 2018 Claims in the Amount of \$523,929.42 Paid by EFT Transactions and Check Numbers 124610 through 124737.	Approved
Approval of the May 18, 2018 Payroll in the Amount of \$1,045,373.82, Paid by EFT Transactions and Check Numbers 31532 through 31571 with a Direct Deposit Voided and Reissued with Check Number 31531.	Approved
Approval of the May 23, 2018 Claims in the Amount of \$462,131.76, Paid by EFT Transactions and Check Numbers 124738 through 124881 with Check Number 124201 Voided.	Approved
Review Bids	
Consider Awarding the 2018 Pavement Preservation Program Contract with Cadman Materials, Inc. in the Amount of \$1,214,328.60 including Washington State Sales Tax and Approve a Management Reserve of \$121,432.86 for a Total Allocation of \$1,335,761.46.	Approved
Public Hearings	
New Business	
Consider Approving the 2018 Strawberry Festival Permit Proposal and Authorize the Extension of the Strawberry Festival Master Permit/Agreement for 2018.	Approved
Consider Approving the Application for the Relay for Life of Snohomish County to Conduct a Special Event on July 14 and 15, 2018, including the Street Closure of 7th Street between Alder Avenue and Quinn Avenue on July 14, 2018 as Requested by the Applicant.	Approved
Consider Approving the Decant Facility Addition Project, Starting the 45-day Lien Filing Period for Project Closeout	Approved
Consider Approving the Recovery Contract with Summit Development of Washington, LLC for Utility Construction Costs. (Sewer Main for the Plat of Kenley East).	Approved Recovery Contract No. 297
Consider Approving a Resolution Declaring Certain Technology Items of	Approved

Personal Property to be Surplus and Authorizing the Sale and Disposal thereof.	Resolution No. 2442
Consider Approving a Resolution Declaring Certain Fleet Items of Personal Property to be Surplus and Authorizing the Sale and Disposal thereof.	Approved Resolution No. 2443
Consider Approving an Ordinance Amending Section 5.02.140 of the Municipal Code Setting Penalties for Violations of the Business Licensing Code.	Approved Ordinance No. 3097
Consider Approving a Resolution for the Olympic View Park Project #16-1843 as Required by the Recreation Conservation Office.	Approved Resolution No. 2444
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:46 p.m.
Executive Session	7:55 p.m.
Litigation – One pending litigation item	No Action
Adjournment	8:00 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
May 29, 2018

Call to Order / Pledge of Allegiance

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

Roll Call

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

Mayor: Jon Nehring

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

Absent: Steve Muller

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, City Engineer Jeff Laycock, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Communications Officer Connie Mennie, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Toyer, seconded by Councilmember Stevens, to approve the agenda. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember King reported on the LEOFF 1 Board met and reviewed one claim. He also reported on the EMS Committee meeting where they reviewed and approved the billings for the month.

Presentations

A. Volunteer of the Month: Roger Gable

Not held.

B. Criminal Justice Tax Communication Plan

Connie Mennie, Communications Officer, reviewed the plan for public communications and FAQs regarding the ballot measure in August.

C. Introduction of New Human Resources Director

CAO Hirashima introduced Terri Lester, the new Human Resources Manager who reviewed a bit of her background.

Audience Participation

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

1. Approval of the May 7, 2018 City Council Work Session Minutes.

Motion made by Councilmember Stevens, seconded by Councilmember King, to approve the May 7, 2018 City Council Work Session Minutes. **Motion** passed unanimously (6-0).

11. Approval of the May 14, 2018 City Council Meeting Minutes.

Motion made by Councilmember King, seconded by Councilmember James, to approve the May 14, 2018 City Council Meeting Minutes. **Motion** passed unanimously (6-0).

Consent

2. Approval of the May 4, 2018 Payroll in the Amount of \$1,910,619.44, Paid by EFT Transactions and Check Numbers 31499 through 31530.
3. Approval of the May 9, 2018 Claims in the Amount of \$645,671.96, Paid by EFT Transactions and Check Numbers 124462 through 124609 with Check Number 124315 Voided.
12. Approval of the May 16, 2018 Claims in the Amount of \$523,929.42 Paid by EFT Transactions and Check Numbers 124610 through 124737.
13. Approval of the May 18, 2018 Payroll in the Amount of \$1,045,373.82, Paid by EFT Transactions and Check Numbers 31532 through 31571 with a Direct Deposit Voided and Reissued with Check Number 31531.
14. Approval of the May 23, 2018 Claims in the Amount of \$462,131.76, Paid by EFT Transactions and Check Numbers 124738 through 124881 with Check Number 124201 Voided.

Motion made by Councilmember Toyer, seconded by Councilmember Norton, to approve Consent Agenda items 2, 3, 12, 13, and 14. **Motion** passed unanimously (6-0).

Review Bids

4. Consider Awarding the 2018 Pavement Preservation Program Contract with Cadman Materials, Inc. in the Amount of \$1,214,328.60 including Washington State Sales Tax and Approve a Management Reserve of \$121,432.86 for a Total Allocation of \$1,335,761.46.

City Engineer Jeff Laycock reviewed the bid results for the pavement preservation program.

Motion made by Councilmember Norton, seconded by Councilmember Toyer, to authorize the Mayor to sign and execute the 2018 Pavement Preservation Program Contract with Cadman Materials, Inc. in the Amount of \$1,214,328.60 including Washington State Sales Tax and Approve a Management Reserve of \$121,432.86 for a Total Allocation of \$1,335,761.46. **Motion** passed unanimously (6-0).

Public Hearings

New Business

5. Consider Approving the 2018 Strawberry Festival Permit Proposal and Authorize the Extension of the Strawberry Festival Master Permit/Agreement for 2018.

Director Ballew reviewed the 2018 proposal for the 87th year of the Strawberry Festival.

Councilmember King recused himself from this item.

Motion made by Councilmember Norton, seconded by Councilmember Toyer, to approve the 2018 Strawberry Festival Permit Proposal and Authorize the Extension of the Strawberry Festival Master Permit/Agreement for 2018. **Motion** passed (5-0) with Councilmember King abstaining.

Councilmember King returned to the meeting.

6. Consider Approving the Application for the Relay for Life of Snohomish County to Conduct a Special Event on July 14 and 15, 2018, including the Street Closure of 7th Street between Alder Avenue and Quinn Avenue on July 14, 2018 as Requested by the Applicant.

Director Koenig reviewed details of the Relay for Life event on July 14 and 15. Staff is recommending approval of this application.

Motion made by Councilmember James, seconded by Councilmember King, to approve the Application for the Relay for Life of Snohomish County to Conduct a Special Event on July 14 and 15, 2018, including the Street Closure of 7th Street between Alder Avenue and Quinn Avenue on July 14, 2018 as Requested by the Applicant. **Motion** passed unanimously (6-0).

7. Consider Approving the Decant Facility Addition Project, Starting the 45-day Lien Filing Period for Project Closeout.

City Engineer Laycock reviewed details of this project.

Motion made by Councilmember King, seconded by Councilmember Stevens, to approve the Decant Facility Addition Project, Starting the 45-day Lien Filing Period for Project Closeout. **Motion** passed unanimously (6-0).

8. Consider Approving the Recovery Contract with Summit Development of Washington, LLC for Utility Construction Costs. (Sewer Main for the Plat of Kenley East).

Director Koenig reviewed this development by Summit Development. He explained that this contract would allow recovery of sewer costs for this development.

Motion made by Councilmember Vaughan, seconded by Councilmember Norton, to approve Recovery Contract No. 297. **Motion** passed unanimously (6-0).

9. Consider Approving a Resolution Declaring Certain Technology Items of Personal Property to be Surplus and Authorizing the Sale and Disposal thereof.

Worth Norton explained that these are extra larger servers which have been replaced by virtual servers.

Motion made by Councilmember Vaughan, seconded by Councilmember King, to approve Resolution No. 2442. **Motion** passed unanimously (6-0).

10. Consider Approving a Resolution Declaring Certain Fleet Items of Personal Property to be Surplus and Authorizing the Sale and Disposal thereof.

City Engineer Laycock explained that these vehicles are being surplussed.

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to approve Resolution No. 2443. **Motion** passed unanimously (6-0).

15. Consider Approving an Ordinance Amending Section 5.02.140 of the Municipal Code Setting Penalties for Violations of the Business Licensing Code.

DRAFT

City Attorney Walker discussed issues surrounding business licensing violations. This ordinance would make it a criminal penalty for people who continue operating their businesses after their business license has been suspended or revoked.

Motion made by Councilmember King, seconded by Councilmember Toyer, to approve Ordinance No. 3097. **Motion** passed unanimously (6-0).

16. Consider Approving a Resolution for the Olympic View Park Project #16-1843 as Required by the Recreation Conservation Office.

Director Ballew explained this would authorize the City's application for these funds.

Motion made by Councilmember Stevens, seconded by Councilmember Norton, to approve Resolution No. 2444. **Motion** passed unanimously (6-0).

Legal

Mayor's Business

Mayor Nehring:

- He thanked Commander Dan Brumbaugh and American Legion Post 178 for putting on a very nice Memorial Day event at the cemetery.
- PSRC Annual Meeting is in Seattle on Thursday.
- Healthy Communities Challenge Day will be on Saturday.
- Historical Society Museum one-year anniversary celebration will be held on Sunday.
- He thanked everyone who participated in the volunteer appreciation event last week at the Opera House.
- He, Kevin Nielsen, and Jeff Laycock followed up with John White about connecting the flyover at 156th to the 156th Interchange Project. This will allow the use of state money as matching funds for the federal grant application process.

Staff Business

Chief Smith had no comments.

Sandy Langdon had no comments.

Jon Walker stated the need for an Executive Session to discuss one pending litigation item expected to take five minutes with no action.

Dave Koenig reported that that new Toyota dealership will be having its grand opening on July 11-14.

Chief McFalls expressed appreciation for the open house and engine dedication ceremony which Councilmember James and Mayor Nehring attended. He expressed

appreciation to the Council for allowing them to make this purchase and use it for the community.

Jim Ballew:

- The new spray park opened over the weekend to the delight of many families. The new barbecue area was in heavy use all weekend.
- On Thursday there will be three dance showcases.
- Healthy Communities Challenge Day will be on Saturday from 10-2. There are 87 vendors, and a high turnout is expected. Thanks to everyone who helped put this on.

Jeff Laycock:

- The Public Works Committee meeting this week is cancelled. The next meeting will be on June 29.
- I-5 paving is set to resume beginning tonight.
- US 2 trestle will be closed beginning this weekend.

Gloria Hirashima had no comments.

Call on Councilmembers

Jeff Vaughan commented that he has spent a lot of time with family at city parks over the last several weeks. Things are looking great, and everyone has been very impressed with the parks.

Mark James:

- He attended the fire engine dedication on May 16.
- He attended the annual meeting and award ceremony for Economic Alliance Snohomish County on May 17. He reviewed recipients of the awards.
- He attended the Snohomish County Cities membership meeting where Roger Millar, WSDOT Secretary of Transportation, made a presentation regarding the growth expected in the area.

Tom King:

- He attended the engine christening on behalf of the Fire Board, the Economic Alliance award and luncheon, and the First Financial Northwest Bank grand opening up at Smokey Point.
- The Strawberry Festival float went to the Spokane Lilac Festival where they got the Grand Marshal Award. This weekend they went to New Westminster to the Hyack Festival where they received two more awards: the Favorite Float and the Mayor's Award.

Michael Stevens:

- He is looking forward to summer in Marysville.
- He noted he would be absent on June 4 and requested an excused absence.

Rob Toyer had no comments.

Kamille Norton gave an update on the RFA committee meeting where they had a presentation on the Fire Benefit Charge. The Committee will be planning on an April election date.

Adjournment

Council recessed at 7:46 p.m. for five minutes before reconvening in Executive Session to discuss one pending litigation item expected to take five minutes with no action.

Reconvenement

Council reconvened at 7:55 p.m. in Executive Session.

Executive Session

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

Executive Session ended and reconvened into public meeting at 8:00 p.m.

Adjournment

The meeting was adjourned at 8:00 p.m.

Approved this _____ day of _____, 2018.

Mayor
Jon Nehring

Index #10

COUNCIL*DRAFT*
MINUTES

Work Session
June 4, 2018

Call to Order / Pledge of Allegiance

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

Roll Call

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

Mayor: Jon Nehring

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

Absent: Michael Stevens

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 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 James, to excuse the absence of Councilmember Stevens. **Motion** passed unanimously (6-0).

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to suspend normal Council rules in order to take action on a salvage issue. **Motion** passed unanimously (6-0).

Motion made by Councilmember Toyer, seconded by Councilmember James, to approve the agenda. **Motion** passed unanimously (6-0).

Committee Reports

None

Presentations**Consent**

1. Approval of the May 30, 2018 Claims in the Amount of \$584,844.49 Paid by EFT Transactions and Check Numbers 124882 through 125026 with Check Number 101313 Voided.

Review Bids**Public Hearings**

2. Consider Conducting a Public Hearing on June 11, 2018 regarding the Six-Year Transportation Improvement Program (2019-2024) and, based on Staff Presentation, Public Testimony, and Council Deliberations, and Consider a Resolution Adopting a Six-Year Transportation Improvement Plan (2019-2024) for the City of Marysville.

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

New Business

3. Consider the Supplemental Agreement No. 2 to the Professional Services Agreement with RH2 Engineering, Inc. to Extend the Term of the Agreement.

Director Nielsen explained that this relates to a test well at Highway 9. It covers the operational strategy to get a picture of how all the sources fit together.

4. Consider the Grant Agreement Authorizing the City's Application for Grant Funding in the Amount of \$3,000 through the Office of Secretary of State, Archives and Records Management Division.

Finance Director Langdon explained that the City was awarded a grant in the amount of \$3,000 from the State related to software for records management.

5. Consider the Revised Local Agency Federal Aid Project Prospectus and Local Agency Agreement Supplement No. 2 with WSDOT for Efficient Use of Grant Funds for the Citywide Intersection Improvement Project.

Director Nielsen explained that this helps to move projects from design phase to construction phase.

6. Consider the Intergovernmental Agreement with Snohomish County for Diversion Center Participation.

DRAFT

Chief Smith explained that this would cover the City's participation in the Diversion Center and relates to the embedded social worker position. There are minor incidental costs involved.

Councilmember Norton asked who would be the city administrator for this. Mayor Nehring explained that it would be Commander Thomas if necessary. Councilmember Norton asked what the Diversion Center limits would be for Marysville. Chief Smith did not have those numbers. He thought that would be determined after they see how it is being utilized.

7. Consider Approving a Resolution Declaring Certain Property Located along 1st Street to be Surplus and Authorizing its Disposition.

City Attorney Walker explained that the City was approached by neighbors and other entities who would like to take some materials from a demolition site. This would save the City disposal costs and would create good will. The Public Works Director would be given discretion to decide to whom and how it will be disbursed.

Councilmember Vaughan asked about any risk or liability concerns related to items that might be salvaged. Director Nielsen explained that certain types of material will be stockpiled for people to take, but if there is anything hazardous it will be put in the dumpster.

Motion made by Councilmember King, seconded by Councilmember Muller, to approve Resolution No. 2445. **Motion** passed unanimously (6-0).

Legal

Mayor's Business

Mayor Nehring:

- He thanked Parks, Fire, and the Police Department for their work on the Healthy Communities Challenge Day.
- He, Councilmember Muller, and Councilmember King attended the Historical Society's one year celebration of their museum. He especially enjoyed their new interactive display.
- He and Councilmember James attended PSRC General Assembly. Executive Somers was elected to serve another year as Chair.

Staff Business

Chief Smith had no comments.

Chief McFalls had no comments.

DRAFT

Kevin Nielsen reviewed the new Highway 2 closures have new dates which will be: June 22-25, 29-July 2, July 13-16, July 20-23, and August 4-August 6. He reported that the conduit for the ITS traffic system has gone in at the on-ramp northbound at 4th but there is no meter going in at this time.

Dave Koenig had no comments.

Sandy Langdon gave an update on the bond sale which was sold at a premium. It will be finalized on the June 20.

Jim Ballew:

- Challenge Day was a hit. Thanks to everyone for coming. He commended the high school football teams for helping to set up and take down. He commended Andrea Kingsford for organizing this and the Marysville Together Community Coalition. They estimate that 3000 people were in attendance.
- This weekend is the beginning of Strawberry Festival with Kids Day on Saturday.
- Thanks to Costco for donating about \$6,000-7,000 in plants for the golf course and about \$30,000 overall plants to the City.
- Councilmember James asked about providing additional parking at the golf course. Director Ballew replied that the parking is efficient for a large event. For extremely large events, they are able to work with the church to use their lot.

Jon Walker stated the need for an Executive Session to discuss one item related to the lease of real estate expected to last five minutes with possible action if Council chooses to waive rules.

Call on Councilmembers

Gloria Hirashima had no comments.

Steve Muller expressed appreciation for the document Connie Mennie prepared regarding the tax information. He suggested that they clarify that it doesn't apply to cars and some other things.

Rob Toyer had no comments.

Steve Vaughan had no comments.

Tom King:

- He attended the Washington Fire Commissioners Association meeting and seminar in Chelan for two days.
- The Strawberry Festival banners look good around the City.
- He attended a nice open house at the Historical Society museum

Mark James had no comments.

DRAFT

Kamille Norton commented that the bond sale was thrilling. She enjoyed seeing how it all happened.

Adjournment

Council recessed at 7:27 p.m. for five minutes before reconvening in Executive Session to discuss one item related to the lease of real estate expected to last five minutes with possible action if Council chooses to waive rules.

Reconvenement

Council reconvened at 7:32 p.m. in Executive Session.

Executive Session

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

Executive Session ended and Public Meeting reconvened at 7:37 p.m.

Motion made by Councilmember Toyer, seconded by Councilmember Norton, to waive the Council's rules to allow action on proposed lease. **Motion** passed unanimously (6-0).

Motion made by Councilmember Muller, seconded by Councilmember James, to authorize the Mayor to sign the lease agreement with Maryfest for 1408 1st Street. **Motion** passed unanimously (6-0).

Adjournment

The meeting was adjourned at 7:37 p.m.

Approved this _____ day of _____, 2018.

Mayor
Jon Nehring

Index #11

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 25, 2018

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 13, 2018 claims in the amount of \$950,152.05 paid by EFT transactions and Check No. 125146 through 125304.
COUNCIL ACTION:

BLANKET CERTIFICATION
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 **\$950,152.05 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 125146 THROUGH 125304.** 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 **25th DAY OF JUNE 2018.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/7/2018 TO 6/13/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125146	AAA FIRE & SAFETY	MOBILE SERVICE FEE, PARTS, LAB	OPERA HOUSE	752.79
125147	ACCONTEMP	PROFESSIONAL SERVICES	FINANCE-GENL	1,404.00
	ACCONTEMP		FINANCE-GENL	2,020.00
	ACCONTEMP		FINANCE-GENL	2,310.75
	ACCONTEMP		FINANCE-GENL	2,340.00
	ACCONTEMP		FINANCE-GENL	2,340.00
125148	ACLARA TECHNOLOGIES	672 DCU METERS	WATER SERVICES	65,995.78
125149	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	84.84
	ADVANTAGE BUILDING S		SUNNYSIDE FILTRATION PLANT	394.10
	ADVANTAGE BUILDING S		COMMUNITY CENTER	848.41
	ADVANTAGE BUILDING S		UTIL ADMIN	848.41
	ADVANTAGE BUILDING S		COURT FACILITIES	1,272.61
	ADVANTAGE BUILDING S		CITY HALL	1,272.61
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	1,660.32
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,696.70
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,873.16
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,817.82
125150	AMERICAN FOREST MNGM	ARBORIST SERVICES	STORM DRAINAGE	370.50
125151	ARAMARK UNIFORM	LINEN SERVICE @ OPERA HOUSE	OPERA HOUSE	57.45
	ARAMARK UNIFORM		OPERA HOUSE	57.45
125152	BALLEW, JAMES B	RECREATION REIMBURSEMENT	RECREATION SERVICES	150.38
125153	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	RECREATION SERVICES	212.04
125154	BICKFORD FORD	WINDOW SWITCH ASSEMBLY-#P120	EQUIPMENT RENTAL	56.71
	BICKFORD FORD	COOLANT	ER&R	180.41
125155	BOYD, RAE	NURSE CONTRACT SERVICES-MAY	DETENTION & CORRECTION	2,100.00
125156	BROWN, EDDIE	MEAL REIMBURSEMENT	UTIL ADMIN	40.00
125157	BRYANT, KIM		WATER DIST MAINS	58.64
125158	BSN SPORTS, INC	SOFTBALL EQUIPMENT	RECREATION SERVICES	132.39
125159	BUSSEY, AJ & SHEILA		WATER/SEWER OPERATION	260.67
125160	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	223.72
	CADMAN MATERIALS INC		ROADWAY MAINTENANCE	556.04
125161	CANAM FABRICATIONS	ALUMINUM SHEET	SOURCE OF SUPPLY	136.38
125162	CARPENTER, JOHN & LI		WATER/SEWER OPERATION	110.10
125163	CARY, CHRISTOPHER	MEAL REIMBURSEMENT	UTIL ADMIN	44.78
125164	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT F	12,515.30
	CASCADE COLUMBIA		WASTE WATER TREATMENT F	12,525.99
	CASCADE COLUMBIA		WASTE WATER TREATMENT F	13,001.78
125165	CASCADE NATURAL GAS	GAS CHARGES	WATER FILTRATION PLANT	654.88
125166	CDW GOVERNMENT INC	ADOBE ACROBAT PRO 2017	WASTE WATER TREATMENT F	400.21
125167	CENTRAL WELDING SUPP	WORK GLOVES, RAINCOATS	ER&R	595.58
125168	CLICK2MAIL	BALANCE RETRIEVAL	COMMUNITY DEVELOPMENT-	782.44
125169	CNR INC	MAINTENANCE CONTRACT-MAY 2018	COMPUTER SERVICES	1,362.04
125170	CODE PUBLISHING	ORDIANCE 3093-3095 UPDATE	CITY CLERK	889.91
125171	COLLINS-CARMICHAEL,L	CLASS REFUND	PARKS-RECREATION	42.00
125172	COMCAST	CABLE SERVICE @ KBCC	BAXTER CENTER APPRE	51.34
	COMCAST		BAXTER CENTER APPRE	60.99
125173	COMMERCIAL FIRE	ANNUAL SPRINKLER INSPECTION, T	MAINT OF GENL PLANT	168.75
	COMMERCIAL FIRE		CITY HALL	312.50
125174	CONCRETE CREATIONS	CONCRETE REPAIR AT SPRAY PARK	PARK & RECREATION FAC	6,153.24
125175	CORE & MAIN LP	COUPLINGS, BALL CURB, GASKET	WATER/SEWER OPERATION	2,073.23
	CORE & MAIN LP	HYDRANTS	WATER CAPITAL PROJECTS	4,304.99
125176	CORRECTIONS, DEPT OF	WORK CREW	WATER DIST MAINS	79.84
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	260.08
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	557.32
125177	CPSM	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	11,070.00
125178	CRISTIANO'S	LUNCH MEETING	EXECUTIVE ADMIN	37.37
125179	CUMMINS NORTHWEST	WWTP GENERATOR INSPECTION	SEWER LIFT STATION	514.15
	CUMMINS NORTHWEST	FUEL SAMPLES	STORM DRAINAGE	600.14
	CUMMINS NORTHWEST	WWTP GENERATOR TEST	SEWER LIFT STATION	784.85
	CUMMINS NORTHWEST	REPLACE BLOCK HEATER	STORM DRAINAGE	1,265.03
125180	CUZ CONCRETE PROD	MANHOLE BUTYL RUBBER 3/4" ROLL	WATER DIST MAINS	100.81

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125180	CUZ CONCRETE PROD	REBAR CAGES	TRANSPORTATION MANAGEM	327.30
125181	DAILY JOURNAL OF COM	EBEY WATERFRONT RFQ	GMA-PARKS	440.00
125182	DATA QUEST LLC	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	75.00
125183	DATEC, INC	POLICE VEHICLE OUTFITTING EQUI	EQUIPMENT RENTAL	684.39
	DATEC, INC		EQUIPMENT RENTAL	684.39
	DATEC, INC		EQUIPMENT RENTAL	684.39
	DATEC, INC		EQUIPMENT RENTAL	684.39
	DATEC, INC		EQUIPMENT RENTAL	684.39
	DATEC, INC		EQUIPMENT RENTAL	684.39
	DATEC, INC		EQUIPMENT RENTAL	684.39
	DATEC, INC		EQUIPMENT RENTAL	684.39
	DATEC, INC		EQUIPMENT RENTAL	1,368.73
125184	DEELENA, JAYA		WATER/SEWER OPERATION	39.07
125185	DICKS TOWING	TOWING 18-25159	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-25267	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-26042	POLICE PATROL	43.64
	DICKS TOWING	TOWING 18-27388	POLICE PATROL	43.64
125186	DRY COUNTY DISTILLER	LEASE DEPOSIT REFUND	GENERAL FUND	490.00
125187	E&E LUMBER	HANGER KIT	CITY HALL	3.65
	E&E LUMBER	SIGNS	MAINT OF GENL PLANT	5.18
	E&E LUMBER	DUPLICATE KEYS	GMA - STREET	6.18
	E&E LUMBER	BATTERY-COURT HVAC	COURT FACILITIES	7.11
	E&E LUMBER	PADLOCK	DETENTION & CORRECTION	8.54
	E&E LUMBER	DIAMOND ROUNDS & ROD SOCKETS	MAINT OF GENL PLANT	10.19
	E&E LUMBER	SPRAY TANK/HOSE REEL SETUP	WATER RESERVOIRS	20.86
	E&E LUMBER	MAILBOX REPAIR	ROADSIDE VEGETATION	49.77
	E&E LUMBER	FILLER ROPE	SIDEWALKS MAINTENANCE	53.26
	E&E LUMBER	PLYWOOD & 2X4'S	MAINT OF GENL PLANT	63.66
	E&E LUMBER	TRAFFIC COUNTER SUPPLIES	TRANSPORTATION MANAGEM	104.01
	E&E LUMBER	TREATED WOOD & CDX FOR RAMPS	SIDEWALKS MAINTENANCE	283.85
125188	EMERALD HILLS	COFFEE	COMMUNITY CENTER	34.93
125189	ENTERPRISE RENTAL	RENTAL CAR-CRAIN, J	UTIL ADMIN	295.68
125190	EVERETT TIRE & AUTO	P235 GOODYEAR TIRES	ER&R	507.30
125191	EVERETT, CITY OF	2017 S EFFLUENT PUMP STATION A	WASTE WATER TREATMENT F	44,203.62
125192	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	138,966.72
125193	EVERLY, CHIEKO	CLASS REFUND	PARKS-RECREATION	45.00
125194	FEDEX	SHIPPING EXPENSE	WATER SERVICES	146.76
125195	FELDMAN & LEE P.S.	PUBLIC DEFENDER MONTHLY CONTRA	PUBLIC DEFENSE	48,000.00
125196	FRONTIER COMMUNICATI	ACCT# 36065117980311985	POLICE ADMINISTRATION	51.67
	FRONTIER COMMUNICATI		POLICE PATROL	51.67
	FRONTIER COMMUNICATI		CITY HALL	51.67
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	51.67
	FRONTIER COMMUNICATI		UTILITY BILLING	51.67
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	51.67
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	51.67
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	53.64
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	54.95
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	55.12
	FRONTIER COMMUNICATI	ACCT# 36065117980311985	COMMUNITY DEVELOPMENT-	103.34
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	103.34
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	103.34
	FRONTIER COMMUNICATI		COMMUNITY CENTER	103.34
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	103.34
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	258.33
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	258.35
	FRONTIER COMMUNICATI		UTIL ADMIN	340.30
125197	GALLS, LLC	UNIFORMS-RICCI	POLICE PATROL	-58.86
	GALLS, LLC	UNIFORMS	POLICE PATROL	2.17
	GALLS, LLC	UNIFORM PANTS	COMMUNITY SERVICES UNIT	163.63
	GALLS, LLC		OFFICE OPERATIONS	168.89
125198	GLOBALSTAR INC.	ANSWERING SERVICE	OFFICE OPERATIONS	97.04

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125199	GORDON TRUCK CENTER	GEAR ASSEMBLY CREDIT	EQUIPMENT RENTAL	-545.50
	GORDON TRUCK CENTER	PARTS REFUND	EQUIPMENT RENTAL	9.90
	GORDON TRUCK CENTER	COOLANT SENSOR AND CAP	EQUIPMENT RENTAL	57.68
	GORDON TRUCK CENTER	CONTROL VALVE	EQUIPMENT RENTAL	83.30
	GORDON TRUCK CENTER	IGNITION KEYS	EQUIPMENT RENTAL	90.07
	GORDON TRUCK CENTER	IGNITION BLANKS	EQUIPMENT RENTAL	90.27
	GORDON TRUCK CENTER	SURGE TANK	EQUIPMENT RENTAL	214.28
	GORDON TRUCK CENTER	WINDSHIELD WIPER ASSEMBLY-#218	EQUIPMENT RENTAL	424.33
125200	GOTCHA PEST CONTROL	SERVICES	CITY HALL	92.74
125201	GOVCONNECTION INC	CABLES, BACKUP UPS	EXECUTIVE ADMIN	318.12
125202	GRANITE CONST	LATHES, SHOVEL, PAINT, MEASURI	ENGR-GENL	302.99
125203	GREENSHIELDS	COMPARTMENT BOXES	ROADWAY MAINTENANCE	19.71
	GREENSHIELDS	HYDRAULIC HOSE ASSEMBLY-#J025	EQUIPMENT RENTAL	239.14
125204	GRIFFEN, CHRIS	PROFESSIONAL SERVICES	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
125205	HACH COMPANY	TURBIDITY SENSOR-WWTP	WATER FILTRATION PLANT	951.62
125206	HD FOWLER COMPANY	PVC FITTINGS	PARK & RECREATION FAC	144.16
	HD FOWLER COMPANY	BRASS PARTS	WATER/SEWER OPERATION	624.76
125207	HENDRICKSON, SHELBY		WATER/SEWER OPERATION	9.83
	HENDRICKSON, SHELBY		WATER/SEWER OPERATION	170.67
125208	HERITAGE BANK	RETAINAGE ON PAY ESTIMATE #1	WATER CAPITAL PROJECTS	5,284.47
125209	HUMAN SERVICES	EMBEDDED SOCIAL WORKER-MARCH 2	EMBEDDED SOCIAL WORKER	971.52
125210	IRON MOUNTAIN	ROCK	STORM DRAINAGE	225.04
125211	JAMES, MARK	TRAVEL REIMBURSEMENT	CITY COUNCIL	58.93
125212	JEFF'S CARPET CLEAN	WATER EXTRACTION	OPERA HOUSE	70.00
125213	JUDD & BLACK	REPLACED MICROWAVE	DETENTION & CORRECTION	125.47
125214	KAISER PERMANENTE	HEALTH SCREENINGS	TRANSPORTATION MANAGEM	36.00
	KAISER PERMANENTE		FACILITY MAINTENANCE	36.00
	KAISER PERMANENTE		SMALL ENGINE SHOP	36.00
	KAISER PERMANENTE		ENGR-GENL	72.00
	KAISER PERMANENTE	PRE-EMPLOYMENT MEDICAL	POLICE ADMINISTRATION	594.00
	KAISER PERMANENTE	DOT PHYSICALS	UTIL ADMIN	595.00
	KAISER PERMANENTE	HEALTH SCREENINGS	EXECUTIVE ADMIN	1,212.00
125215	KNUDSEN, SARAH BETH	INSTRUCTOR SERVICES	RECREATION SERVICES	81.00
125216	KRENZ, SCOTT & CHRIS		WATER/SEWER OPERATION	231.84
125217	LASTING IMPRESSIONS	UNIFORMS-MARTINEZ	OFFICE OPERATIONS	351.00
125218	LEIRA	LEIRA DUES-MARTINEZ	OFFICE OPERATIONS	50.00
125219	LES SCHWAB TIRE CTR	STEER AXLE TIRE-#J042	EQUIPMENT RENTAL	656.60
125220	LOGAN, LARRY		WATER/SEWER OPERATION	29.96
125221	LOWES HIW INC	HOLE SAW, FOAM, HOSE	SOURCE OF SUPPLY	26.48
	LOWES HIW INC	SUPPLIES	ROADSIDE VEGETATION	77.43
	LOWES HIW INC	STEP LADDER	PUBLIC SAFETY BLDG	89.11
125222	LYNN PEAVEY COMPANY	SUPPLIES	POLICE PATROL	426.80
125223	MARKSBERRY, HUNTER		WATER/SEWER OPERATION	102.57
125224	MARYSVILLE AWARDS	NAMEBADGE FOR MAYOR	EXECUTIVE ADMIN	10.91
125225	MARYSVILLE FIRE DIST	MEDICAL TRANSPORT	DETENTION & CORRECTION	369.00
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	369.00
125226	MARYSVILLE PRINTING	ENVELOPES	ENGR-GENL	21.27
	MARYSVILLE PRINTING		UTIL ADMIN	21.28
	MARYSVILLE PRINTING		WATER FILTRATION PLANT	42.55
	MARYSVILLE PRINTING	BUSINESS CARDS-XIONG, B	POLICE PATROL	53.40
	MARYSVILLE PRINTING	SIGN-IMPOUND WARNING	POLICE PATROL	70.92
	MARYSVILLE PRINTING	BUSINESS CARDS	GENERAL SERVICES - OVERF	100.83
	MARYSVILLE PRINTING		WATER DIST MAINS	100.83
	MARYSVILLE PRINTING		ENGR-GENL	100.83
	MARYSVILLE PRINTING	SIGN-IMPOUND AUTHORIZATION	POLICE PATROL	164.74
125227	MCLOUGHLIN & EARDLEY	POLICE CAR COMPUTER LIGHTS	EQUIPMENT RENTAL	105.77
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	105.77
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	105.77

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125227	MCLOUGHLIN & EARDLEY	POLICE CAR COMPUTER LIGHTS	EQUIPMENT RENTAL	105.77
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	105.77
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	105.77
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	105.77
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	105.77
	MCLOUGHLIN & EARDLEY	POLICE CAR STROBE LIGHTS	EQUIPMENT RENTAL	159.26
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	159.26
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	159.26
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	159.26
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	159.26
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	159.26
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	159.26
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	159.26
	MCLOUGHLIN & EARDLEY	POLICE CAR COMPUTER LIGHTS	EQUIPMENT RENTAL	211.57
	MCLOUGHLIN & EARDLEY	POLICE CAR STROBE LIGHTS	EQUIPMENT RENTAL	318.56
	MCLOUGHLIN & EARDLEY	POLICE CAR SEAT CONSOLES	EQUIPMENT RENTAL	366.58
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	366.58
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	366.58
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	366.58
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	366.58
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	366.58
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	366.58
	MCLOUGHLIN & EARDLEY	DELL COMPUTER DOCKING STATIONS	EQUIPMENT RENTAL	695.24
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	695.24
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	695.24
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	695.24
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	695.24
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	695.24
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	695.24
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	695.24
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	695.24
	MCLOUGHLIN & EARDLEY	POLICE CAR LIGHT BARS	EQUIPMENT RENTAL	726.68
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	726.68
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	726.68
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	726.68
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	726.68
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	726.68
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	726.68
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	726.68
	MCLOUGHLIN & EARDLEY	POLICE CAR SEAT CONSOLES	EQUIPMENT RENTAL	733.12
	MCLOUGHLIN & EARDLEY	DELL COMPUTER DOCKING STATIONS	EQUIPMENT RENTAL	1,390.48
	MCLOUGHLIN & EARDLEY	POLICE CAR LIGHT BARS	EQUIPMENT RENTAL	1,453.34
125228	MENNIE, CONNIE	TRAVEL REIMBURSEMENT	EXECUTIVE ADMIN	62.78
	MENNIE, CONNIE		EXECUTIVE ADMIN	177.48
125229	MILES SAND & GRAVEL	CONCRETE	SIDEWALKS MAINTENANCE	911.00
	MILES SAND & GRAVEL		SIDEWALKS MAINTENANCE	1,093.73
125230	MOORE, AMBER	CLASS REFUND	PARKS-RECREATION	30.00
125231	MORGAN, LEEANN		WATER/SEWER OPERATION	464.91
125232	MOTOR TRUCKS	AIR BRAKE SLACK ADJUSTER-#J025	EQUIPMENT RENTAL	253.52
	MOTOR TRUCKS	DIAGNOSE/REPAIR-#J020	EQUIPMENT RENTAL	1,965.65
125233	MOUNTAIN MIST	WATER COOLER RENTAL & WATER	WASTE WATER TREATMENT F	29.02
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	29.02
	MOUNTAIN MIST		SEWER MAIN COLLECTION	29.02
125234	NATIONAL BARRICADE	TRAFFIC BARRELS	TRANSPORTATION MANAGEM	746.78
125235	NAVIA BENEFIT	FLEXPLAN FEES-MAY	PERSONNEL ADMINISTRATIO	58.10
125236	NORTHEND TRUCK EQUIP	LIFTMORE SERVICE CRANE, LABOR/	STORM DRAINAGE	1,903.79
	NORTHEND TRUCK EQUIP		SEWER MAIN COLLECTION	1,903.80
125237	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT F	4,524.60
125238	NOT-ITS	ENTERTAINMENT - 6/27/18	RECREATION SERVICES	1,100.00
125239	O'BRIEN, APRIL	WELNESS PRIZES REIMBURSEMENT	PERSONNEL ADMINISTRATIO	107.59
125240	OFFICE DEPOT	CREDIT FOR INV 124592734001	WATER DIST MAINS	-235.63

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/7/2018 TO 6/13/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125240	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	-18.72
	OFFICE DEPOT	CREDIT FOR INV 124595827001	WATER DIST MAINS	-15.69
	OFFICE DEPOT	PRINTER CARTRIDGES, OFFICE SUP	ENGR-GENL	4.57
	OFFICE DEPOT		TRANSPORTATION MANAGEM	6.21
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	10.90
	OFFICE DEPOT		FINANCE-GENL	65.44
	OFFICE DEPOT		CITY CLERK	65.44
	OFFICE DEPOT		CITY COUNCIL	65.44
	OFFICE DEPOT	PRINTER CARTRIDGE	EQUIPMENT RENTAL	88.14
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	103.47
	OFFICE DEPOT		POLICE PATROL	109.91
	OFFICE DEPOT		POLICE PATROL	126.74
	OFFICE DEPOT		POLICE INVESTIGATION	156.73
	OFFICE DEPOT		POLICE PATROL	163.69
	OFFICE DEPOT		POLICE INVESTIGATION	191.73
	OFFICE DEPOT		UTILITY BILLING	211.61
	OFFICE DEPOT		LEGAL - PROSECUTION	325.57
	OFFICE DEPOT	PRINTER CARTRIDGES, OFFICE SUP	UTIL ADMIN	832.32
	OFFICE DEPOT		ENGR-GENL	832.33
125241	ORDWING, CHRISTINE	INSTRUCTOR SERVICES	RECREATION SERVICES	18.00
	ORDWING, CHRISTINE		RECREATION SERVICES	18.00
125242	OREILLY AUTO PARTS	RADIATOR ASSEMBLY & HOSES-#808	EQUIPMENT RENTAL	212.23
125243	PABLO, KELSIE	CLASS REFUND	PARKS-RECREATION	60.00
125244	PACIFIC GOLF & TURF	SERVICE/REPAIR OF MOWER-#W001	SMALL ENGINE SHOP	2,300.04
125245	PACIFIC POWER BATTER	BATTERY	POLICE PATROL	2.73
125246	PALITZ, JUSTIN	MEAL REIMBURSEMENT	WATER DIST MAINS	10.34
	PALITZ, JUSTIN		WATER DIST MAINS	14.00
125247	PARTS STORE, THE	CREDIT FOR 428541	EQUIPMENT RENTAL	-170.39
	PARTS STORE, THE	ENGINE OIL COOLER LINE-#336	EQUIPMENT RENTAL	15.23
	PARTS STORE, THE	WIPER BLADES-#218	EQUIPMENT RENTAL	23.11
	PARTS STORE, THE	SWITCH CRUISE RELEASE-#237	EQUIPMENT RENTAL	26.43
	PARTS STORE, THE	AIR/OIL FILTERS	ER&R	38.03
	PARTS STORE, THE	CONTROL ARMS-#237	EQUIPMENT RENTAL	80.81
	PARTS STORE, THE	CONTROL ARMS & BALL-#V013	EQUIPMENT RENTAL	109.51
	PARTS STORE, THE	RADIATOR ASSEMBLY-#V013	EQUIPMENT RENTAL	152.13
	PARTS STORE, THE	RADIATOR, THERMOSTAT, OIL	EQUIPMENT RENTAL	170.39
	PARTS STORE, THE	RADIATOR ASSEMBLY, HOSES, ETC-	EQUIPMENT RENTAL	195.41
	PARTS STORE, THE	ANTI FREEZE, TAIL LIGHTS	ER&R	234.18
	PARTS STORE, THE	A/C COMPRESSOR & ACCUMULATOR A	EQUIPMENT RENTAL	412.10
125248	PASADO'S SAFE HAVEN	CASE 17-56324	COMMUNITY SERVICES UNIT	4,019.71
125249	PEACE OF MIND	5/24/18 MEETING MINUTES	CITY CLERK	174.90
125250	PERRAS, CHARLEEN		WATER/SEWER OPERATION	5.06
125251	PETTY CASH- PW	VEHICLE LICENSING REIMBURSEMEN	EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
125252	PICK OF THE LITTER	JAIL VOTE BROCHURE	EXECUTIVE ADMIN	1,086.29
	PICK OF THE LITTER	ECONOMIC BROCHURE	EXECUTIVE ADMIN	1,578.77
125253	PILCHUCK RENTALS	MOWER REPAIR	ROADSIDE VEGETATION	128.80
	PILCHUCK RENTALS	TRIMMER REPAIR	ROADSIDE VEGETATION	162.43
	PILCHUCK RENTALS	ROW EQUIPMENT REPAIRS	ROADSIDE VEGETATION	589.13
125254	POSITIVE CONCEPTS IN	SECTOR PAPER	GENERAL FUND	-22.30
	POSITIVE CONCEPTS IN		POLICE PATROL	267.30
125255	POSTAL SERVICE	PERMIT #80 STANDARD MAIL	RECREATION SERVICES	4,979.54
125256	PRICE, SUSAN	PERFORMANCE 7/19/18	OPERA HOUSE	300.00
125257	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	307.85
125258	PUD	ACCT #2013-8099-5	PUMPING PLANT	15.66
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	15.88
	PUD	ACCT #2049-3331-1	PUMPING PLANT	16.44
	PUD	ACCT #2027-9116-6	PUMPING PLANT	16.52
	PUD	ACCT #2022-2076-0	GOLF ADMINISTRATION	25.59
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	40.20

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/7/2018 TO 6/13/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125258	PUD	ACCT #2202-9862-4	STREET LIGHTING	44.65
	PUD	ACCT #2008-0070-4	STREET LIGHTING	46.09
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	49.90
	PUD	ACCT # 2217-8962-1	NON-DEPARTMENTAL	69.74
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT F	83.40
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	102.68
	PUD	ACCT #2022-9433-6	STREET LIGHTING	121.46
	PUD	ACCT #2025-7232-7	STREET LIGHTING	123.37
	PUD	ACCT #2207-3128-5	STREET LIGHTING	126.88
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	150.33
	PUD	ACCT #2016-3963-0	GOLF ADMINISTRATION	523.33
125259	RATHBUN, SHELBY	DEPOSIT REFUND	GENERAL FUND	100.00
125260	REED, KAREN	RFA FACILITATION APRIL-MAY 201	NON-DEPARTMENTAL	2,200.00
125261	RODRIGUEZ, JAYSON &		WATER/SEWER OPERATION	168.55
125262	SAN DIEGO POLICE EQU	AMMO	POLICE TRAINING-FIREARMS	839.68
125263	SHRED-IT US	SHREDDING SERVICE	LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
125264	SMITH, RICHARD	EDUCATION REIMBURSEMENT	POLICE TRAINING-FIREARMS	1,020.00
	SMITH, RICHARD		POLICE TRAINING-FIREARMS	1,020.00
125265	SMOKEY POINT CONCRET	ROCK	WATER DIST MAINS	143.93
125266	SNO CO FINANCE	PROGRAM 2-WAY RADIOS	EQUIPMENT RENTAL	224.89
125267	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	PROTECTIVE INSPECTIONS	1,895.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	156,726.00
125268	SNO CO TREASURER	INMATE MEDICAL	DETENTION & CORRECTION	652.28
	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	60,918.17
125269	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	84,327.15
125270	SOUND PUBLISHING	EBEY WATERFRONT RFQ	GMA-PARKS	165.60
125271	SOUND SAFETY	REPLACEMENT BOOTS-HAYES, J	GENERAL SERVICES - OVERF	185.94
125272	SPRINGBROOK NURSERY	HAULING ROCK FOR SHOP BUNKER	WATER DIST MAINS	573.75
	SPRINGBROOK NURSERY		SEWER MAIN COLLECTION	573.75
125273	SRV CONSTRUCTION	PAY ESTIMATE #1	SIDEWALKS MAINTENANCE	12,050.00
	SRV CONSTRUCTION	PAY ESTIMATE #1-FINAL PAYMENT	WATER CAPITAL PROJECTS	110,022.63
125274	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	23.11
	STAPLES		PARK & RECREATION FAC	23.11
	STAPLES		PARK & RECREATION FAC	104.70
125275	STATE PATROL	BACKGROUND CHECKS-MAY 2018	PERSONNEL ADMINISTRATIOI	216.00
125276	STEELE, ERICA	TRAVEL REIMBURSEMENT	EXECUTIVE ADMIN	19.02
125277	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERF	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
125278	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATIOI	1,949.37
	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATIOI	2,423.15
125279	SUPPLYWORKS	JANITORIAL SUPPLIES	PUBLIC SAFETY BLDG	197.51
125280	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	20.71
125281	TACOMA SCREW PRODUCT	SHOP SUPPLIES	EQUIPMENT RENTAL	61.05
	TACOMA SCREW PRODUCT		EQUIPMENT RENTAL	131.26
125282	TIRE DISPOSAL & RECY	TIRES	PROTECTIVE INSPECTIONS	193.50
125283	TRANSPORTATION, DEPT	TOLLS	POLICE ADMINISTRATION	14.75
125284	TROJAN TECHNOLOGIES	WIPER SEAL, VITON-EDWARD SPRIN	PUMPING PLANT	273.50
125285	TULALIP CHAMBER	APRIL BBH	CITY COUNCIL	46.00
125286	TYLER TECHNOLOGIES	DASHBOARD MAINTENANCE	COMPUTER SERVICES	1,840.33
125287	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	20.45
125288	UNIVERSITY,WA STATE	SIGNS & PAVEMENT MARKINGS	TRAINING	1,170.00
125289	VERIZON	AMR LINES	METER READING	254.89
125290	WABO	BUILDING INSPECTOR	COMMUNITY DEVELOPMENT-	50.00
125291	WATCH SYSTEMS	RSO NOTIFICATIONS	POLICE INVESTIGATION	955.74
125292	WAVEDIVISION HOLDING	INTERNET SERVICES	WATER QUAL TREATMENT	116.40
	WAVEDIVISION HOLDING		CENTRAL SERVICES	537.68
125293	WEBCHECK	WEBCHECK SERVICES MAY 2018	UTILITY BILLING	1,659.41
125294	WESTERN GRAPHICS	GRAPHICS FOR POLICE VEHICLES	EQUIPMENT RENTAL	503.00
	WESTERN GRAPHICS		EQUIPMENT RENTAL	503.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/7/2018 TO 6/13/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
125294	WESTERN GRAPHICS	GRAPHICS FOR POLICE VEHICLES	EQUIPMENT RENTAL	503.00
	WESTERN GRAPHICS		EQUIPMENT RENTAL	503.01
	WESTERN GRAPHICS		EQUIPMENT RENTAL	503.01
	WESTERN GRAPHICS		EQUIPMENT RENTAL	503.01
	WESTERN GRAPHICS		EQUIPMENT RENTAL	503.01
	WESTERN GRAPHICS		EQUIPMENT RENTAL	1,006.00
125295	WHITE CAP CONSTRUCT	ALUMINUM HANDLE	SEWER LIFT STATION	71.98
	WHITE CAP CONSTRUCT	SUPPLIES FOR CONCRETE SHOP	SIDEWALKS MAINTENANCE	393.43
125296	WILBUR-ELLIS	VARIOUS HERBICIDES	WATER SUPPLY MAINS	677.45
	WILBUR-ELLIS		WATER RESERVOIRS	2,032.36
125297	WILSON, CONNER & SAM		GARBAGE	188.75
125298	WOODMANSEE, LAUREN	SUPPLIES REIMBURSEMENT	OPERA HOUSE	108.96
125299	WSSUA	UMPIRES	RECREATION SERVICES	1,050.00
125300	WYNNE, JACK & ELLEN		WATER/SEWER OPERATION	138.29
125301	YAMAHA MOTOR CORP	GOLF CART LEASE	GOLF ADMINISTRATION	1,264.19
125302	YSI INCORPORATED	SENSOR CAP	WASTE WATER TREATMENT F	126.52
125303	ZEOMI, INC.	KEYBOARDS	GENERAL FUND	-8.60
	ZEOMI, INC.		INFORMATION SERVICES	-5.74
	ZEOMI, INC.		IS REPLACEMENT ACCOUNTS	68.73
	ZEOMI, INC.		UTILITY BILLING	103.08
125304	ZUMAR INDUSTRIES	SIGNS	TRANSPORTATION MANAGEM	3,485.75


WARRANT TOTAL:

950,152.05

Index #2

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 25, 2018

AGENDA ITEM:	
Highway Safety Improvement Program (HSIP) Projects Supplement No. 3 to Professional Services Agreement with KPG	
PREPARED BY:	DIRECTOR APPROVAL: 
Jeff Laycock, City Engineer	
DEPARTMENT:	
Public Works / Engineering	
ATTACHMENTS:	
PSA Supplement No. 3	
BUDGET CODE:	AMOUNT:
30500030.563000, R1302	\$0
SUMMARY:	

The City contracted with KPG, Inc. on September 9, 2013 to provide the City with professional engineering design services for a series of transportation improvement projects, which received grant funding through the Federal Highway Administration's Highway Safety Improvement Program. (HSIP). The projects now include:

- Replacement of an antiquated signal system at 80th Street NE/State Ave.
- Refinement of signal operations and phasing on State Avenue at 3rd, 4th, 6th, 8th and 76th, incorporating new signal heads where warranted, improving signal head visibility through installation of retroreflective tape, upgrading pedestrian displays to "countdown type," and improving railroad "preemption timing" at select intersections which lie adjacent to grade crossings

The project has been delayed due to matters regarding 88th St NE and its proximity to the cemetery and improvements at 1st Street associated with the First Street Bypass project. The work at 88th St NE and 1st Street have been removed from the grant, allowing the City to move forward with the remaining project elements. Work that remains under KPG's existing scope of services includes final design, right-of-way services and services during bidding.

The original agreement with KPG is set to expire on June 30, 2018. The attached Supplement No. 3 to the City's agreement with KPG includes a revised agreement end date extension to June 30, 2019. Staff anticipates completion of the design soon, with right-of-way acquisition beginning fall 2018 and construction in 2019.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the attached Supplemental Agreement No. 3, a no-cost time extension, to the City's Professional Services Agreement with KPG, Inc.



Supplemental Agreement Number <u>3</u>		Organization and Address	
Original Agreement Number R-1302		KPG, Inc. 2502 Jefferson Ave Tacoma, WA 98402 Phone: (253) 627-0720	
Project Number R-1302	Execution Date	Completion Date June 30, 2019	
Project Title State Ave - 3rd St to 80th St NE HSIP Projects	New Maximum Amount Payable \$225,714.35 (Unchanged)		
Description of Work The project will improve traffic signal time and phasing, improve visibility of traffic heads and improve crosswalks. The project will			

The Local Agency of City of Marysville
 desires to supplement the agreement entered in to with KPG, Inc.
 and executed on September 9, 2013 and identified as Agreement No. R1302

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
 The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
 No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: All work shall be completed by June 30, 2019

III

Section V, PAYMENT, shall be amended as follows:

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

By: By: Jon Nehring, Mayor

Newell Davis, KPG Consultant Signature _____ Approving Authority Signature

_____ Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1 - #3	Total
Direct Salary Cost	\$52,412.65	\$6,236.46	\$58,649.11
Overhead (Including Payroll Additives)	\$76,407.16	\$7,351.54	\$83,785.70
Direct Non-Salary Costs	\$65,311.80	\$400.00	\$65,711.80
Fixed Fee	\$15,723.80	\$1,870.94	\$17,594.74
Total	\$209,885.41	\$15,858.94	\$225,714.35

Index #3

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 25th, 2018

AGENDA ITEM:	
Project Acceptance – Sunnyside Blvd Water Main (29 th Pl NE to Soper Hill Rd)	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	JL
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Notice of Physical Completion Letter	
BUDGET CODE:	AMOUNT:
40220594.563000, WR&R	N/A
SUMMARY:	
<p>The Sunnyside Blvd Water Main (29th Pl NE to Soper Hill Rd) project allowed for replacement of approximately 537 linear feet of existing water main with new 12-inch ductile iron water main, new water services and other associated work.</p> <p>City Council awarded the project to SRV Construction, Inc. on March 26th, 2018 in the amount of \$141,670.71 including a management reserve of \$14,167.01 for a total allocation of \$155,837.78. The project was completed at a cost of \$115,307.10, which was \$26,363.61 or 18.61% below the original bid amount.</p> <p>Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to accept the Sunnyside Blvd Water Main (29th Pl NE to Soper Hill Rd) project, starting the 45-day lien filing period for project closeout.



PUBLIC WORKS
Kevin Nielsen, *Director*

80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284

May 29th, 2018

SRV Construction, Inc.
Attn: John Snyder
P.O. Box 507
9884 Padilla Heights Road
Anacortes, WA 98221

Subject: Sunnyside Blvd Water Main (29th PI NE to Soper Hill Rd) – Notice of Physical Completion

Dear John,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Thursday, May 29th, 2018. This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. Please submit the following items for project closeout:

1. Affidavits of Wages Paid

Upon obtaining receipt of the above items and acceptance I will submit a notice of completion of public works project to obtain the following:

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I

It has been a pleasure working with SRV Construction, Inc. on this project. I look forward to working with you in the future.

Sincerely,

A handwritten signature in blue ink that reads "Adam Benton".

Adam Benton
Project Engineer

Index #4

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/25/2018

AGENDA ITEM:	
Resolution Amending Procurement Procedures	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City Council adopted Resolution No. 2415 on May 8, 2017. This resolution updated the procurement procedures used by the city. This resolution would replace No. 2415 and make a single change in authorizing the Mayor to approve no-cost time extensions not exceeding six months on contracts that otherwise require Council approval for amendments (i.e. those of \$75,000 or greater). It is difficult to predict all factors that might affect the completion of a contract and this would avoid returning to Council with request for short, no-cost time extensions.

RECOMMENDED ACTION: Staff recommends that Council consider approving the change in the procurement policy.

RECOMMENDED MOTION: I move to adopt Resolution No. ____.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE DELEGATING CONTRACTING
AUTHORITY, ESTABLISHING MINIMUM PROCUREMENT PROCEDURES, AND
REPEALING
RESOLUTION NO. 2415

WHEREAS, Washington State law requires the City to follow certain procedures in bidding and awarding public work projects, requires the City to follow certain procedures in procuring specified services, and otherwise allows the City Council to establish the manner in which the City procures public works, goods, and services; and

WHEREAS, the City desires to establish provisions for interlocal cooperative purchasing agreements as allowed under RCW 39.34; and

WHEREAS, the City Council desires to delegate its contracting authority, in accordance with this Resolution, to allow the City to serve the public good by procuring public works, goods, and services in an efficient and effective manner that complies with State law;

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

Section 1. Delegation of Contracting Authority and Reservation of Council Approval.

The City Council must approve the following agreements prior to the Mayor executing them:

- a. All agreements with a total cost of \$75,000 or greater.
- b. All interlocal agreements.
- c. All change orders, amendments, or supplemental agreements modifying an existing agreement that had an original total cost of \$75,000 or greater, except no-cost time extensions that do not exceed six months.
- d. All change orders, amendments, or supplemental agreements modifying an existing agreement that had an original total cost of less than \$75,000 but where the cumulative total of the original agreement and all change orders, amendments, and supplemental agreements will exceed \$75,000.

The Mayor may otherwise execute agreements, as necessary, without Council approval, provided that the agreement is solicited and awarded in accordance with the minimum procedures contained in this Resolution and such further procedures as the Mayor, Chief Administrative Officer, or Finance Director may adopt that are not inconsistent with this Resolution.

Section 2. Minimum Procurement Requirements.

City staff shall follow, at a minimum, the procedures listed below, and such further procedures as the Mayor, Chief Administrative Officer, or Finance Director may adopt that are not inconsistent with this Resolution. Procedures are not inconsistent if they require, for a particular procurement, more process or more competition than specified in this Resolution.

- a. Purchase of Goods, Materials, and Supplies (unrelated to a public work). The procurement of goods, materials, and supplies must comply with the table below:

Limit*	Minimum Requirement
\$0 – \$2,499	Single Quote – Department Heads may use a local purchase order or purchasing card.
\$2,500 – \$34,999	Minimal Competition – City staff must obtain three verbal quotes from at least three suppliers.
\$35,000 – \$149,999	Informal Competition – City staff must obtain written quotations from at least three suppliers.
\$150,000 and Above	Formal Competition – City staff must utilize competitive bidding.

*Including applicable taxes and freight

- b. Services.

- i. *Architectural and Engineering Professional Services*. City staff must comply with chapter 39.80 RCW for procuring professional services within the architectural, engineering, land surveying, or landscape architecture professions.
- ii. *Other Services*. City staff must utilize the level of competition that is practical under the circumstance and follow any guidance from the Legal Department. Where price alone is not the determining factor, staff may utilize requests for proposals.

- c. Public Work. Procurements involving a public work of the City must comply with the minimum competition listed in the table below (staff may always utilize any greater competition listed for higher dollar thresholds):

Single Craft/Trade		Multi Craft/Trade	
Limit	Minimum Competition	Limit	Minimum Competition
\$0 – \$7,499	Single Quote	\$0 – \$7,499	Single Quote
\$7,500 – \$40,000	Minimal Competition (three verbal quotes)	\$7,500 – \$64,999	Minimal Competition (three verbal quotes)
\$40,000 – \$299,999	Small Works Roster (at least five contractors)	\$65,000 – \$299,999	Small Works Roster (at least five contractors)
\$300,000 and Above	Competitive Bidding	\$300,000 and Above	Competitive Bidding

Section 3. Cooperative Purchasing.

The City must enter into an interlocal cooperative purchasing agreement, in accordance with the provisions set forth in RCW 39.34 as currently written or hereafter amended, prior to executing an agreement for a cooperative purchase.

When purchases are made from a contract awarded by another public agency and where an interlocal cooperative purchasing agreement is in place, any statutory obligation to provide notice for bids or proposals that applies to the City is satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (1) posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (2) provided an access link on the state's web portal to the notice.

The City may include, in any invitation to bid, request for proposals, or other solicitation notice that the City participates in cooperative purchasing and that other public agencies may desire to place orders in accordance with the awarded contract. Bidders/proposers may be asked to indicate if they agree to allow orders from other public agencies that have an interlocal cooperative purchasing agreement with the City.

Section 4. Grant Funds.

In order to insure that procurements with grant funds are handled appropriately, that the process is transparent, and that all areas of procurement accountability are address, procurements with grant funds must follow the more restrictive of: (1) this Resolution, (2) any procedures adopted by the Mayor, Chief Administrative Officer, or Finance Director, or (3) the requirements applicable to the grant funds.

Section 5. Federal Grant Funds.

a. Procurement Policy.

In order to insure that procurements with Federal grant funds are handled appropriately, that the process is transparent, and that all areas of procurement accountability are address, procurements with Federal grant funds must follow the more restrictive of: (1) this Resolution, (2) any procedures adopted by the Mayor, Chief Administrative Officer, or Finance Director, or (3) the requirements of the Federal grant or Federal law and regulations.

b. Code of Ethics.

City staff involved in the procurement of goods and services with Federal grant funds shall have a full understanding of the Federal awarding agency's conflict of interest policies applicable to the award.

City staff involved in the procurement of goods and services with Federal grant funds must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

City staff involved in the procurement of goods and services with Federal grant funds must comply with State law and the City's Code of Ethics, codified in chapter 2.80 of the Marysville Municipal Code.

Section 6. Exceptions and Waiver of Competitive Procurement.

Notwithstanding the procedures identified in this Resolution, nothing shall prohibit City staff and the Mayor from soliciting or entering into an agreement as otherwise authorized by State law. To the extent authorized by State law, the City Council waives competitive procurement requirements in the following situations and any other situations authorized by state law:

- (1) Purchases that are clearly and legitimately limited to a single source of supply;
- (2) Purchases involving special facilities or market conditions;
- (3) Purchases in the event of an emergency;
- (4) Purchases of insurance or bonds;
- (5) Public works in the event of an emergency; and

- (6) Purchases supplies, materials, or equipment through an auction conducted by the United States or an agency thereof, an agency of the state of Washington, a municipality, or other government agency, or a private party if the items can be obtained at a competitive price.

Section 7. Administration. Administration of this Resolution is the responsibility of the Finance Director.

Section 8. Repealer. Resolution No. 2415 is hereby repealed for the reason that it is replaced by this Resolution.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2018.

CITY OF MARYSVILLE

Jon Nehring, Mayor

ATTEST:

Tina Brock, Deputy City Clerk

APPROVED AS TO FORM:

Jon Walker, City Attorney

Index #5

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/25/18

AGENDA ITEM: Community Beautification Program Grant	
PREPARED BY: Leah Tocco	DIRECTOR APPROVAL:
DEPARTMENT: Executive Department	
ATTACHMENTS:	
BUDGET CODE: 00199524.548000	AMOUNT: \$20,960.00
SUMMARY:	

The Community Beautification Program Grant Review Committee convened on June 14, 2018 to review grant applications. Funding available is \$50,000 through 2018.

The committee recommended awarding \$20,960 to the following applicants.

Copper Creek Homeowners Association **\$5,000.00**
Neighborhood entrance monuments, irrigation and landscaping along lower portion of upper division along Ingraham Blvd.

102nd Place NE **\$5,000.00**
Replacement of failing sections of wooden fencing around neighborhood stormwater ponds along entrance to neighborhood.

Harborview Homeowners Association **\$7,500.00**
Replacement of deteriorated neighborhood fencing along Sunnyside Blvd. and 52nd Ave, bark installed and neighborhood sign refurbished.

Apple Vista **\$3,460.00**
Installation of neighborhood monument sign on empty brick monument at entrance to neighborhood and improved landscaping beneath sign.

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

Index #6

CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: June 25, 2018**

AGENDA ITEM:	
Interlocal Agreement Between City of Kenmore and the City of Marysville for Outdoor Video Services	
PREPARED BY:	DIRECTOR APPROVAL:
Lauren Woodmansee	Jim Ballew
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Interlocal Agreement	
BUDGET CODE:	AMOUNT:
00110367 376015	\$2,800.00
SUMMARY:	

The City of Kenmore 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 Kenmore is hosting four 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 \$700.00 per event, 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:

1. Wednesday, July 11, 2018
2. Wednesday, July 25, 2018
3. Wednesday, August 8, 2018
4. Wednesday, August 22, 2018

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 July 11, 2018 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.

WHEREAS, 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 July 11, July 25, August 8, August 22; and

WHEREAS, the City of KENMORE 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 KENMORE 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 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, July 11, 2018
 2. Wednesday, July 25, 2018
 3. Wednesday, August 8, 2018
 4. Wednesday, August 22, 2018
- 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/FEEES

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

- A. 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.
- B. 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.
- C. 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, Cultural Arts Supervisor
 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

Rob Karlinsky

DAVID BAKER Mayor
Rob Karlinsky City Mgr.
Date: *6-12-18*

Date:

Attest:

Attest:

TINA BROCK Deputy City Clerk
Approved as to form:

Kelly Chelin

KELLY CHELIN 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 #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 25, 2018

AGENDA ITEM: Agreement between the City of Marysville and the State of Washington Department of Ecology for a \$25,000.00 grant to help pay for the update to the Shoreline Master Program.	
PREPARED BY: Dave Koenig	DIRECTOR APPROVAL: 
DEPARTMENT: Community Development	
ATTACHMENTS: Agreement	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The State of Washington Department of Ecology is providing the City of Marysville \$25,000.00 in funding to update Marysville's Shoreline Master Program. This update is required to be accomplished by June 30, 2019, and then updated every 8 years thereafter. The grant helps to pay for costs associated with this required update over the next year.

RECOMMENDED ACTION:

Staff recommends that the City Council authorize the Mayor to sign the Agreement between the City of Marysville and the State of Washington Department of Ecology for a \$25,000.00 grant to help pay for the update to the Shoreline Master Program.



Agreement No. SEASMP-1719-MarCDD-00021

SHORELANDS SHORELINE MASTER PROGRAM (1719) AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

MARYSVILLE, CITY OF

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Marysville, City of, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Shoreline Master Program – Periodic Review
Total Cost:	\$25,000.00
Total Eligible Cost:	\$25,000.00
Ecology Share:	\$25,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Periodic Review of the Shoreline Master Program

Project Short Description:

The RECIPIENT will complete a periodic review of the Shoreline Master Program (SMP) that is developed and adopted in a manner consistent with requirements of the Shoreline Management Act (SMA), RCW 90.58, and its implementing rules, WAC 173-26, including the Shoreline Master Program Guidelines (Guidelines)..

Project Long Description:

The purpose of the SMP periodic review is (a) To assure that master program complies with applicable law and guidelines in effect at the time of the review, and (b) To assure consistency of the master program with the local government's comprehensive plan and development regulations adopted under RCW 36.70A, if applicable. Local governments should also consider amendments needed to address changed circumstances, new information or improved data.

Overall Goal:

Periodic Review Checklist and SMP amendment or Findings of Adequacy.

RECIPIENT INFORMATION

Organization Name: Marysville, City of

Federal Tax ID: 91-6001459
 DUNS Number:

Mailing Address: 80 Columbia Ave
 Marysville, WA 98270-5130

Physical Address: 80 Columbia Ave
 Marysville, Washington 98270-5130

Organization Email: cdungan@marysvillewa.gov
 Organization Fax: (360) 651-5099

Contacts

<p>Project Manager</p>	<p>Cheryl Dungan Senior Planner</p> <p>80 Columbia Ave Marysville, Washington 98270-5130 Email: cdungan@marysvillewa.gov Phone: (360) 363-8100</p>
<p>Billing Contact</p>	<p>Denise Gritton Financial Planning Administrator</p> <p>80 Columbia Ave Marysville, Washington 98270-5130 Email: dgritton@marysvillewa.gov Phone: (360) 363-8206</p>
<p>Authorized Signatory</p>	<p>David Koenig Community Development Director</p> <p>80 Columbia Ave Marysville, Washington 98270-5130 Email: dkoenig@marysvillewa.gov Phone: (360) 363-8100</p>

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	David Pater 913 Squalicum Way Suite 101 Bellingham, Washington 98225 Email: dapa461@ecy.wa.gov Phone: (360) 255-4375
Financial Manager	Bev Huether PO Box 47600 Olympia, Washington 98504-7600 Email: bhue461@ecy.wa.gov Phone: (360) 407-7254

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Marysville, City of

By: _____

By: _____

Gordon White
Shorelands
Program Manager
Date

David Koenig
Community Development Director
Date

Template Approved to Form by
Attorney General's Office

Agreement No: SEASMP-1719-MarCDD-00021
Project Title: Shoreline Master Program -- Periodic Review
Recipient Name: Marysville, City of

Denise Gritton

Financial Planning Administrator

Date

SCOPE OF WORK

Task Number: 1 **Task Cost: \$1,250.00**

Task Title: Project Oversight: Coordination, Management, and Administration

Task Description:

Project Oversight

The RECIPIENT shall provide services necessary to complete the scope of work in compliance with this ECOLOGY grant. Oversight services include 1) project coordination, 2) project management, and 3) project administration.

1.1 Project Coordination:

- A. The RECIPIENT shall coordinate throughout the SMP review process with ECOLOGY. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.
- B. The RECIPIENT shall coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with other appropriate entities which may have useful information if necessary.

1.2 Project Management:

- A. The RECIPIENT shall conduct activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

1.3 Project Administration:

- A. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records, and be in compliance of deliverables on content and established due dates.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant administration requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation.

State of Washington Department of Ecology
Agreement No: SEASMP-1719-MarCDD-00021
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: Marysville, City of

Recipient Task Coordinator: Cheryl Dungan, Senior Planner

Project Oversight: Coordination, Management, and Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	06/30/2019

SCOPE OF WORK

Task Number: 2 **Task Cost: \$0.00**

Task Title: Secure Consultant Services

Task Description:

If applicable, the RECIPIENT will:

A. Secure qualified consultant services: In accordance with the RECIPIENT procurement procedures, (if none, then State procurement procedures), the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

Task Goal Statement:

To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

Task Expected Outcome:

Contract and sub-agreement with consultant(s) (if applicable).

Recipient Task Coordinator: Cheryl Dungan, Senior Planner

Secure Consultant Services

Deliverables

Number	Description	Due Date
2.1	Final signed consulting contract. Upload to EAGL.	
2.2	Update in progress report.	

SCOPE OF WORK

Task Number: 3 **Task Cost: \$2,750.00**

Task Title: Public Participation

Task Description:

The RECIPIENT will:

A. Develop Public Participation Plan: Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090. The public participation plan should include applicable local requirements such as planning commission review and formal hearings, as well as applicable state notice requirements.

B. Conduct public participation activities: Implement the public participation plan throughout the course of the SMP periodic review process.

Task Goal Statement:

To inform and involve all stakeholders in the SMP periodic review process.

Task Expected Outcome:

Continuous public participation activities throughout the SMP periodic review process.

Recipient Task Coordinator: Cheryl Dungan, Senior Planner

Public Participation

Deliverables

Number	Description	Due Date
3.1	Public Participation Plan. Upload to EAGL.	
3.2	Updates of public involvement activities in progress report.	

SCOPE OF WORK

Task Number: 4 **Task Cost: \$16,000.00**

Task Title: Review Shoreline Master Program and draft revisions, if needed

Task Description:

The RECIPIENT will:

A. Review the SMP to determine if revisions are needed

1. Review amendments to RCW 90.58 and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance. Ecology will provide a checklist of legislative and rule amendments to assist local governments with this review.
2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them. Document the consistency analysis to support proposed changes to the Shoreline Master Program.
3. Conduct additional analysis deemed necessary to address changing local circumstances, new information or improved data.

B. Draft revised SMP goals, policies and regulations, or prepare Finding of Adequacy

1. Prepare amended goals and policies or regulations identified through the review process. Use the checklist to identify where in the SMP changes are made to address applicable statutory or regulatory changes.
2. Where the review conducted under Task 4A concludes no changes are necessary, prepare draft Findings of Adequacy.

Task Goal Statement:

To review the SMP to determine if changes are necessary, and revise the SMP if changes are deemed necessary.

Task Expected Outcome:

A completed Periodic Review Checklist documenting the public review of the SMP, and either initial draft SMP amendments or draft Findings of Adequacy.

Recipient Task Coordinator: Cheryl Dungan, Senior Planner

Review Shoreline Master Program and draft revisions, if needed

Deliverables

Number	Description	Due Date
4.1	A Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review. Upload to EAGL.	
4.2	Draft SMP amendments or Findings of Adequacy and supporting documentation. Upload to EAGL.	

State of Washington Department of Ecology
Agreement No: SEASMP-1719-MarCDD-00021
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: Marysville, City of

SCOPE OF WORK

Task Number: 5 **Task Cost: \$5,000.00**

Task Title: Local SMP or Findings of Adequacy Adoption Process

Task Description:

The RECIPIENT will:

Conduct a local review and adoption process for the proposed Shoreline Master Program as provided in the SMA, WAC 173-26, and the State Environmental Policy Act (SEPA). Where amendments to the SMP are proposed they shall contain applicable shoreline goals, policies or regulations together with copies of any provisions adopted by reference. Where no changes are needed, the local process will include formal Findings of Adequacy.

A. Assemble complete Final Draft SMP amendment or Findings of Adequacy

Assemble a complete SMP amendment for review and approval by the local jurisdictional governing body. Where the review determined that no changes are needed, prepare formal Findings of Adequacy.

B. Complete SEPA review and documentation

Conduct SEPA review pursuant to the State Environmental Policy Act (RCW 43.21C).

C. Provide GMA 60-day notice of intent to adopt

For local governments planning under the Growth Management Act, notify ECOLOGY and the Department of Commerce of intent to adopt the SMP amendment at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106.

D. Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP or Findings of Adequacy, consistent with the requirements of WAC 173-26-100 or WAC 173-26-104.

E. Prepare a responsiveness summary

Prepare a summary responding to all comments received during the public hearing and the public comment period. The names and mailing addresses of all interested parties providing comment shall be compiled.

F. Adopt SMP and submit to ECOLOGY

Complete the adoption process for the SMP update under either WAC 173-26-100 or WAC 173-26-104 and submit the locally-adopted Draft SMP amendment or Findings of Adequacy and Periodic Review Checklist to ECOLOGY under WAC 173-26-110.

Task Goal Statement:

To complete a locally adopted Shoreline Master Program amendment or Findings of Adequacy.

Task Expected Outcome:

A locally adopted Shoreline Master Program amendment or Findings of Adequacy.

Recipient Task Coordinator: Cheryl Dungan, Senior Planner

Local SMP or Findings of Adequacy Adoption Process

Deliverables

Number	Description	Due Date
5.1	A draft SMP amendment or Findings of Adequacy, with relevant supporting documentation, and a complete Periodic Review checklist. (Task 5.A). Upload to EAGL.	
5.2	SEPA products: Checklist; Threshold Determination; SEPA notice. (Task 5.B). Upload to EAGL.	
5.3	Evidence of compliance with GMA notice requirements. (Task 5.C). Upload to EAGL.	
5.4	Public hearing record. (Task 5.D). Upload to EAGL.	
5.5	Response to comments received. (Task 5.E). Upload to EAGL.	
5.6	Locally adopted draft SMP amendment or Findings of Adequacy and Periodic Review Checklist. (Task 5.F). Upload to EAGL.	

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BUDGET

Funding Distribution EG180459

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Environmental Legacy Stewardship Account (Funding Type: Grant
 Funding Effective Date: 07/01/2017 Funding Expiration Date: 06/30/2019

Funding Source:

Title: Environmental Legacy Stewardship Account (ELSA)
 Type: State
 Funding Source %: 100%
 Description: Shorelands Periodic Review of Shoreline Master Program

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Environmental Legacy Stewardship Account (ELSA)	Task Total
Project Oversight: Coordination, Management, and Administration	\$ 1,250.00
Secure Consultant Services	\$ 0.00
Public Participation	\$ 2,750.00
Review Shoreline Master Program and draft revisions, if needed	\$ 16,000.00
Local SMP or Findings of Adequacy Adoption Process	\$ 5,000.00

Total: \$ 25,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Environmental Legacy Stewardship Account (ELSA)	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Total		\$ 0.00	\$ 25,000.00	\$ 25,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

The RECIPIENT will negotiate the task deliverable due dates with ECOLOGY’s Project Manager.

The task deliverable due dates will be managed by and through the Deliverable Due Date form located on the Application Menu – Forms page in EAGL. (Note: This form does not automatically print out with the agreement).

The RECIPIENT will coordinate and keep track of these dates with ECOLOGY’s Project Manager and will note any changes on the quarterly progress reports.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY’s QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
 - Follow ECOLOGY’s Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
 - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY’s data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN’S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work. All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds. Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

Agreement No: SEASMP-1719-MarCDD-00021
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: Marysville, City of

completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 29, 2018

AGENDA ITEM:	
Resolution Authorizing RCO Grant Application for LWCF Legacy Program	
PREPARED BY:	DIRECTOR APPROVAL:
Jim Ballew	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Resolution	
BUDGET CODE:	AMOUNT:
SUMMARY:	

A Resolution authorizing the application for grant funding is a requirement of the Recreation Conservation Office. A Resolution is attached for authorizing the grant application request for the Mother Nature's Window Park Project through the Land and Water Conservation Legacy Program.

RECOMMENDED ACTION:

Staff recommends the City Council consider authorizing the Mayor to sign the attached Resolution for the Mother Nature's Window Park Project #18-2176 as required by the Recreation Conservation Office.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE CITY IN REGARD TO GRANTS FROM THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE AND RATIFYING ACTIONS TAKEN IN REGARD TO THE MOTHER NATURE’S WINDOW PARK PROJECT.

WHEREAS, the City wishes to obtain grant funding from the state Recreation and Conservation Office Land and Water Conservation Legacy Program for the following project: Mother Nature’s Window Park Project

WHEREAS, the mayor is the appropriate person to act on behalf of the City in regard to these grant applications; and

WHEREAS, the City Council desires to ratify and affirm any actions taken by the mayor or his designee in regard to this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE the mayor is authorized to sign the “Recreation and Conservation Office Applicant Resolution/Authorization” attached as Exhibit A.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE that all actions taken by the mayor or his designee in regard to this project is ratified by this resolution.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2018.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

EXHIBIT A

Recreation and Conservation Office Applicant Resolution/Authorization

Organization Name (sponsor): CITY OF MARYSVILLE

Resolution No. (if applicable) _____

Name and Project Number

Olympic View Park (Development) #16-1843

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Mayor Jon Nehring is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.

5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.
12. Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.
13. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.
14. Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
15. Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

- 16. Our organization certifies the following: the Project does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.
- 17. This resolution/authorization is deemed to be part of the formal grant application to the Office.
- 18. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This application authorization was adopted by our organization during the meeting held:

Location: CITY OF MARYSVILLE CITY HALL 1049 STATE AVENUE, MARYSVILLE WA. 98270

Date: May 29, 2018

Signed and approved on behalf of the resolving body of the organization by the following authorized member(s):

Signed _____

Title _____ Date _____

Washington State Attorney General's Office

Approved as to form *Bruce Tallen* 1/19/18
Assistant Attorney General *Date*

You may reproduce the above language in your own format; text however may not change.

Index #12

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 25, 2018

<p>AGENDA ITEM:</p> <p>Consider Approval for Mayor’s Signature two Easement Encroachment Agreements for a Garage and a Gazebo between the City of Marysville and Trevor and Julie Trueax</p>	<p>AGENDA SECTION:</p>	
<p>PREPARED BY:</p> <p>John Dorcas, Building Official</p>	<p>AGENDA NUMBER:</p>	
<p>ATTACHMENTS:</p> <ol style="list-style-type: none"> 1. Garage Easement Encroachment Agreement between Trevor P. Trueax and Julie A. Trueax and the City. 2. Gazebo Easement Encroachment Agreement between Trevor P. Trueax and Julie A. Trueax and the City. 	<p>APPROVED BY:</p>	
	<p>MAYOR</p>	<p>CAO</p>
<p>BUDGET CODE:</p>	<p>AMOUNT:</p>	

Two structures were built upon the property of Trevor P. Trueax and Julie A. Trueax, located at 8307 80th Drive NE, Marysville WA 98270. These structures were constructed without first obtaining necessary building permits, do not meet setback requirements, and were constructed over a portion of the City’s sewer easement. The garage is approximately 576 square feet and the gazebo is approximately 512 square feet.

The Trueax’s requested that the City work with them to retain the structures for up to ten (10) years. The proposed Easement Encroachment Agreements set forth the terms and conditions under which the City would allow the structures to remain on the property for this period of time.

<p>RECOMMENDED ACTION:</p> <p>Approve for Mayor’s Signature two Easement Encroachment Agreements for a Garage and a Gazebo between the City of Marysville and Trevor and Julie Trueax</p>
--

AFTER RECORDING RETURN TO:

City Clerk's Office
 City of Marysville
 1049 State Avenue
 Marysville, WA 98270
 360-363-8000

Document Title: **Easement Encroachment Agreement**

Grantor: The City of Marysville

Grantee: Trevor P. Trueax and Julie A. Trueax, husband and wife

Abbreviated Legal Description: LOT 42, THE HILL.

Assessor's Tax/Parcel Number: 00877600004200

Additional Legal Description on page 10

Easement Encroachment Agreement

This Easement Encroachment Agreement is entered into by and between the City of Marysville (the "City") and Trevor P. Trueax and Julie A. Trueax, husband and wife (collectively the "Owner") on the ____ day of _____, 2018.

RECITALS

WHEREAS, the Owner is the owner of the property commonly known as 8307 80th Drive NE, Marysville WA 98270, the legal description of which is attached as **Exhibit A** and incorporated into this Agreement (the "Property");

WHEREAS, the City has a sewer easement affecting the property as shown in the plat recorded under Auditor's File Number 9802275002, the portion of which evidencing the sewer easement is shown in **Exhibit B**, which is attached and incorporated into this Agreement (the "Easement");

WHEREAS, the Owner has constructed a garage of approximately 576 square feet as shown in **Exhibit C**, which is attached and incorporated into this Agreement (the “Encroaching Structure”);

WHEREAS, the Encroaching Structure is located on a portion of the Property as shown in **Exhibit D**, which is attached and incorporated into this Agreement;

WHEREAS, the Encroaching Structure was built over a portion of the Easement and thus encroaches upon the Easement;

WHEREAS, the Encroaching Structure is currently used to house vehicles and for general storage purposes;

WHEREAS, the Encroaching Structure was constructed without necessary building permits and does not meet the requirements of the City’s municipal code, including without limitation property or easement setback requirements;

WHEREAS, the City will allow the Encroaching Structure to remain on the Property and the affected Easement area under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the City and Owner agree as follows:

AGREEMENT

1. Permission Granted. The City, in consideration of the covenants and agreements contained in this Agreement, to be kept and performed by the Owner, hereby grants permission to the Owner to encroach on the Easement for the purposes of using and maintaining the Encroaching Structure. The rights contained in this Agreement shall not apply to any other encroachments into or onto the Easement, existing either now or in the future.

2. Term and Termination.

a. Term. The term of this Agreement will be ten (10) years from the date the Agreement is executed by the City.

b. Termination. This Agreement will terminate on any of the following events:

(i) Expiration of the term of this Agreement;

(ii) Default of the terms of this Agreement and notification of termination as provided in Section 10.

(iii) The Encroaching Structure is removed from the Easement and the affected Easement area is restored to a substantially similar or better condition than it was in prior to the construction of the Encroaching Structure.

3. Use; Maintenance. All use, repairs, and maintenance of the Encroaching Structure will be performed in strict compliance with this Agreement and with all applicable federal, state, and local laws, statutes, ordinances, codes, and regulations, and the City may access and inspect the

Encroaching Structure to ensure compliance with the same. All costs associated with the use, maintenance, and repair of the Encroaching Structure will be exclusively borne and paid for by the Owner.

4. Change in Use Prohibited. The Owner will use the Encroaching Structure solely for the housing of vehicles and for general storage purposes, and will not materially alter the use of the Encroaching Structure. A material change in the use of the Encroaching Structure will constitute a default of this Agreement pursuant to Section 10.

5. Further Construction Prohibited. The Owner will not expand or otherwise cause the Encroaching Structure or any associated appurtenances to further infringe in or on the Easement beyond what is shown in **Exhibit C** and **Exhibit D**. Expansion of the Encroaching Structure in or on the Easement will constitute a default of this Agreement pursuant to Section 10.

6. Right of Access. The City will have the right to access the Easement and all parts of the Encroaching Structure, including without limitation its interior. Upon gaining access the City will have the right to make any alterations to the Encroaching Structure and Easement, including without limitation breaking locks, breaching doors, removing walls, cutting into the foundation, digging into the ground, and fully demolishing the Encroaching Structure. The City will in no way be liable to the Owner for any damage to the Property, Encroaching Structure, or personal property caused by its accessing or altering the Easement or Encroaching Structure. All costs the City incurs in making alterations to the Encroaching Structure will be the responsibility of the Owner, and the Owner will reimburse the City for the same. The City will have the right to access the interior of the Encroaching Structure by providing notice to the Owner according to the following terms:

a. Non-Emergency Access. The City may access the Encroaching Structure for any reason upon seven (7) days' written notice to the Owner.

b. Emergency Access. The City may access the Encroaching Structure in an emergency situation upon twelve (12) hours' notice to the Owner. In the event the City is unable to reach the Owner after attempting to provide notice, or the Owner does not respond to the City within that twelve (12) hour period, the City may enter into the Encroaching Structure without permission from the Owner, and the City may break any locks or breach any doors or walls to gain said access, and pursuant to this Section any resultant damages to the Property, Encroaching Structure, or any personal property shall be borne by the Owner, and the City will in no way have any responsibility to make repairs or reimburse the Owner for resultant damages. For the purposes of this Section, an "emergency situation" is any situation that the City, in its sole discretion, determines to require immediate or timely access to the Encroaching Structure, including without limitation a need to repair pipes or sewer lines.

7. Removal of Encroaching Structure by the Owner.

a. Upon Termination. Upon termination of this Agreement, the Owner will remove the Encroaching Structure and return the Easement to a substantially similar or

better condition than it was in prior to the construction of the Encroaching Structure. The Owner will be responsible for all costs associated with the removal of the Encroaching Structure and subsequent restoration, and the City will not be responsible for any of the costs thereof. All removal and restoration work as contemplated in this Section will be done to the satisfaction of the City.

b. Prior to Conveyance. The Owner will not sell, transfer, lease, or otherwise convey the Property or the Encroaching Structure to any individual, entity, or other party without first removing the Encroaching Structure.

8. Removal of the Encroaching Structure by the City. If the Owner fails to remove the Encroaching Structure when required by this Agreement, or if the Owner fails to restore the Easement to a substantially similar or better condition than it was in prior to the construction of the Encroaching Structure, then the City may enter onto the Property and remove the Encroaching Structure and restore the Easement upon ten (10) days' written notice. All costs borne by the City shall be payable by the Owner.

9. Insurance. The Owner will maintain and keep in force during the term of this Agreement general homeowner's liability insurance that covers the Encroaching Structure, which will name the City as an additional insured. The City may at any time request proof of such insurance by providing notice to the Owner, and the Owner will provide such proof within thirty (30) days of such notice.

10. Default. In the event of any default by the Owner of the terms of this Agreement, the City will notify the Owner of the default, after which time the Owner will have thirty (30) days to cure the default. If the Owner fails to cure the default in that period of time, the City will have the right to terminate this Agreement at any time thereafter by providing written notice to the Owner. The Owner will not have any right to cure a default under subsection "g" below, and the City will have the right to terminate this Agreement at any time thereafter by providing written notice to the Owner. The following events will, without limitation, be deemed to be a default:

- a. Failure to allow the City access to the Easement and Encroaching Structure as prescribed in Section 6.
- b. Failure to maintain the Encroaching Structure as prescribed in Section 3.
- c. Materially altering the use of the Encroaching Structure.
- d. Failure to obtain or maintain insurance coverage, or failure to provide the City proof of such coverage, as prescribed in Section 9.
- e. Constructing, establishing, or otherwise placing new encroachments on the Easement without the express written permission of the City.
- f. Failure to provide any payments or reimbursements to the City as contemplated by this Agreement;

g. Sale, transfer, lease, or any other conveyance of the Property or Encroaching Structure by the Owner to any other person/persons or entity/entities without first removing the Encroaching Structure and restoring the Easement to a substantially similar or better condition than it was in prior to the construction of the Encroaching Structure.

11. Indemnification. The Owner, and Owner's successors and assigns, will indemnify, defend, and hold harmless the City, its officials, officers, employees, agents, contractors, and volunteers (which shall be considered a part of the term "City") from and against any and all claims, demands, liability, loss, cost, damage, or expense of any nature whatsoever, including all reasonable costs and attorneys' fees, made against the City on account of injury, harm, death, or damage to persons or property arising out of or in connection with, the maintenance, occupancy, use, repair, alteration, existence, location, or removal of the Encroaching Structure or the exercise of any other rights granted by this Agreement, and the Owner hereby assumes all liability and responsibility for the same.

12. Notices. Except for notice for emergency access to the Encroaching Structure as described in Section 6, which may be provided in person, telephonically, by electronic mail, or by any other means reasonably calculated to provide notice, any notice or other communication required or permitted under this Agreement will be in writing and will be deemed to have been made either (1) when delivered personally to the party to whom it is directed (or any officer or agent of such party), or (2) upon being deposited in the United States' mail, postage prepaid, return receipt requested, and properly addressed to the party. A communication will be deemed to be properly addressed if sent to the following addresses:

a. Owner: 8307 80th Drive NE,
Marysville WA 98270
Phone:
Email:

b. City: Community Development
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

13. Change in Address. A party may change the address or other contact information that they intend to receive notice at by first providing notice to the other party as described in Section 12.

14. No Additional Rights. The parties acknowledge that this Agreement is solely for the purpose of permitting the Owner to use and maintain the Encroaching Structure on the Easement as prescribed by this Agreement. This Agreement does not convey any right, title, or interest in

or to the Easement nor is it meant to convey any right to use or occupy any other property or interest.

15. Runs with the Land; Successors and Assigns. This Agreement and the rights and obligations contained herein shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

16. Governing Law; Attorney's Fees. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County. In any action brought by the City to enforce the obligations contained herein or to terminate this Agreement, the City shall be entitled to recover reasonable attorney's fees together with costs if it prevails.

17. Amounts Due. All amounts required to be paid by the Owner to the City shall be paid within 30 days after the Owner receives notice from the City of the amount due. Such amounts, along with all expenses borne by the City to collect them, including reasonable attorney's fees, shall become a lien on the Property, and the City will have the right to take any action to enforce such liens.

18. Remedies. In addition to the rights and remedies described herein, the City will have all other rights and remedies available at law or equity.

19. Loss in Value. The Owner will have no right to compensation from the City for any loss in value to the Property if and when the Encroaching Structure is damaged or removed.

20. Survival. The rights and obligations contained in Sections 3, 6, 8, 11, 15, 16, 17, 18, and 19 will survive any termination or expiration of this Agreement.

21. Severability. Any provision of this Agreement which proves to be invalid, void or illegal will in no way affect, impair or invalidate any other provision of this Agreement, and the remaining provisions will nevertheless remain in full force and effect.

22. No Waiver. Failure of either party at any time to require performance of any provision of this Agreement will not limit such party's right to enforce the provision, nor will any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

23. General. This Agreement (including the attached exhibits): (i) represents the entire understanding of the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to such subject matter; (iii) the captions or headings provided in this Agreement are for convenience only and will not be deemed to be a part of this Agreement; (iv) the recitals are incorporated into and shall be considered a part of this Agreement; (v) the attached Exhibits are incorporated into and shall be considered a part of this Agreement; and (vi) by signing below, each individual signatory certifies that he/she is a person duly qualified and authorized to bind the respective parties to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date written below.

Approved as to form:

Jon Walker, City Attorney

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

OWNER:

Trevor P. Trueax

Date

Julie A. Trueax

Date

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

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

Date: _____

NOTARY PUBLIC in and for the
State of Washington.

Residing at: _____

My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Trevor P. Trueax is the person who appeared before me, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Date: _____

NOTARY PUBLIC in and for the
State of Washington.

Residing at: _____

My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Julie A. Trueax is the person who appeared before me, and she acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Date: _____

NOTARY PUBLIC in and for the
State of Washington.

Residing at: _____

My commission expires: _____

Exhibit A

Legal Description

LOT 42, THE HILL, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 9802275002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Exhibit B

Sewer Easement

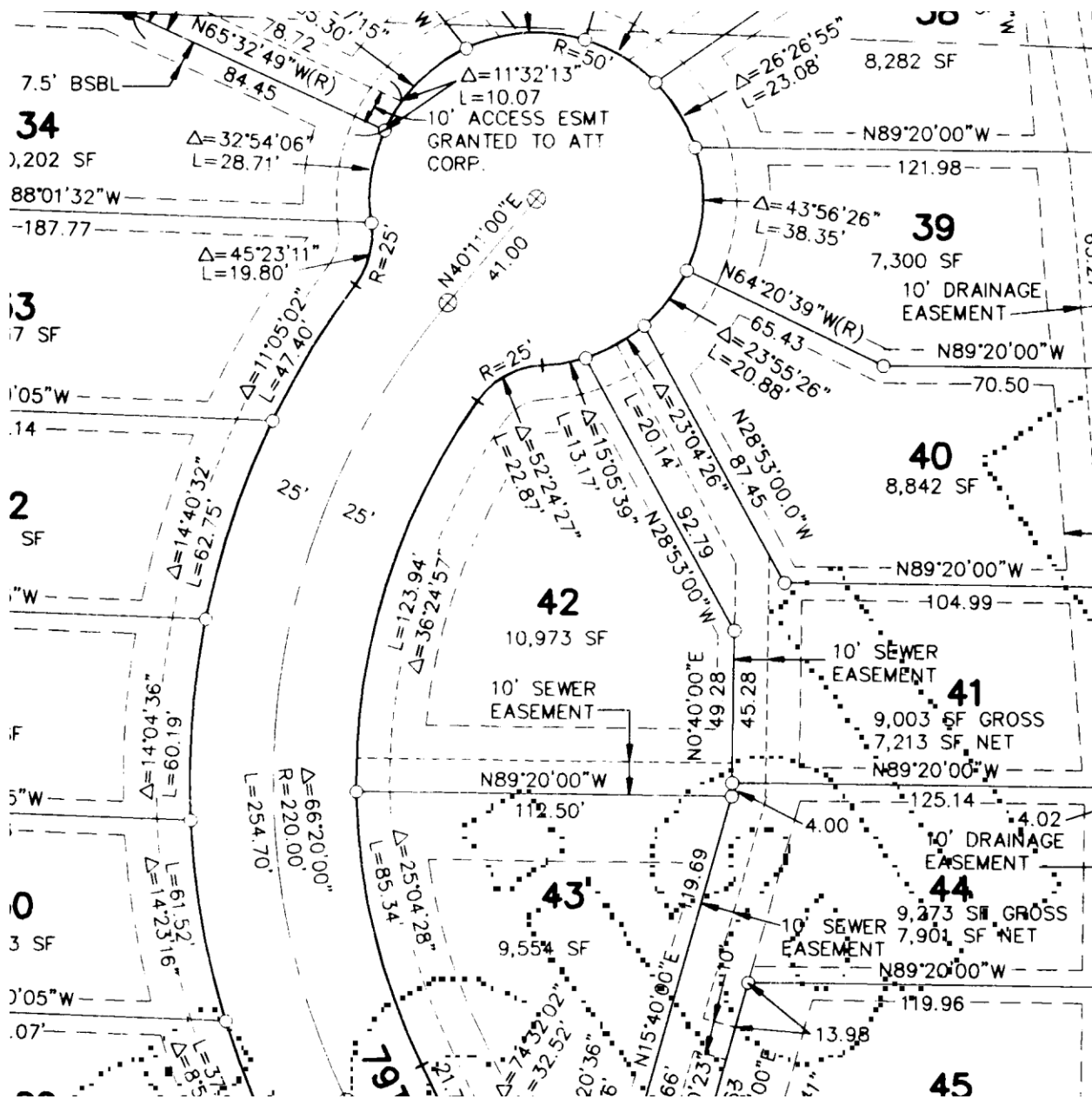
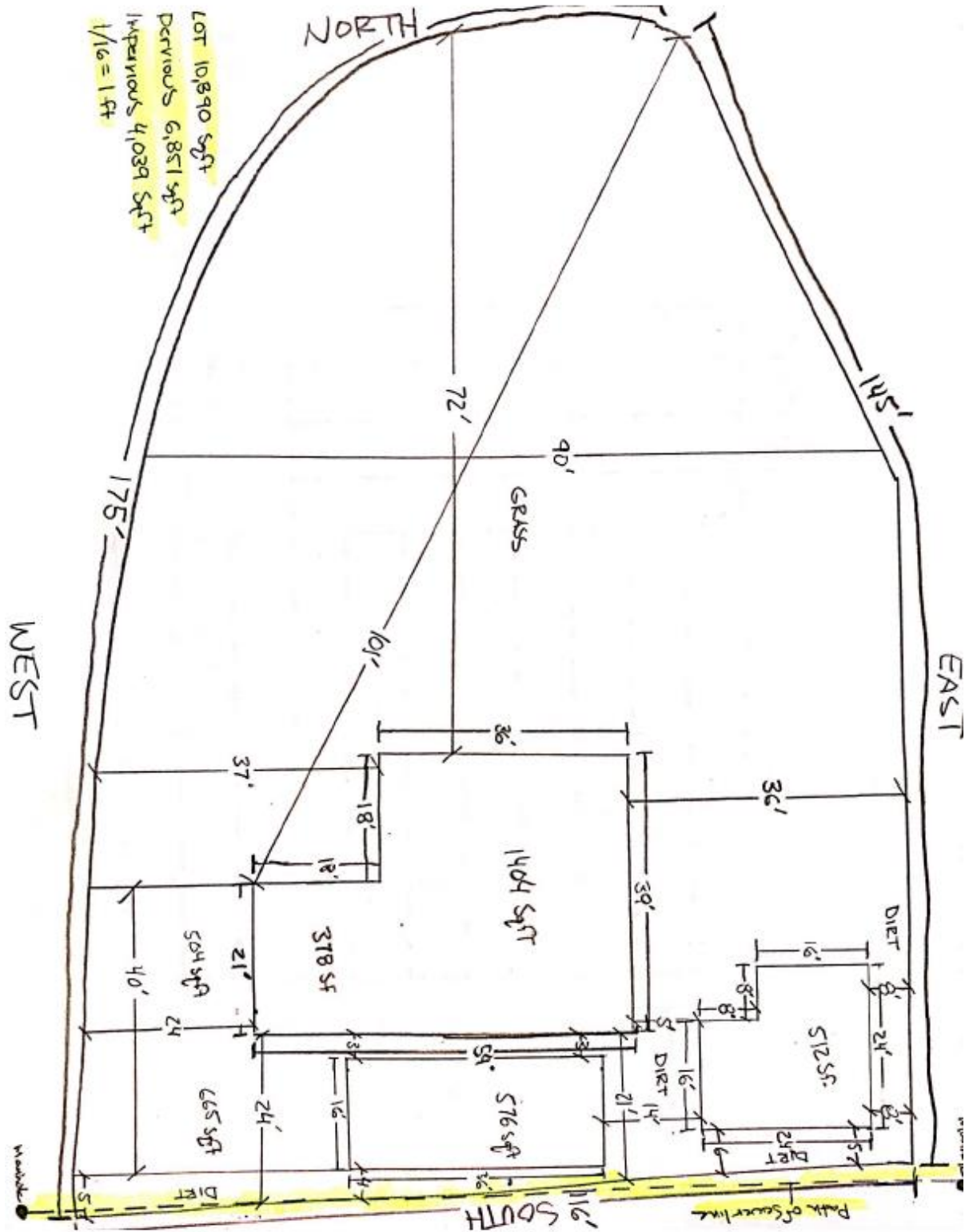


Exhibit C
Encroaching Structure



Exhibit D

Sketch of the Property and Structures Thereon



AFTER RECORDING RETURN TO:

City Clerk’s Office
City of Marysville
1049 State Avenue
Marysville, WA 98270
360-363-8000

Document Title: **Easement Encroachment Agreement**

Grantor: The City of Marysville

Grantee: Trevor P. Trueax and Julie A. Trueax, husband and wife

Abbreviated Legal Description: LOT 42, THE HILL.

Assessor's Tax/Parcel Number: 00877600004200

Additional Legal Description on page 10

Easement Encroachment Agreement

This Easement Encroachment Agreement is entered into by and between the City of Marysville (the “City”) and Trevor P. Trueax and Julie A. Trueax, husband and wife (collectively the “Owner”) on the ____ day of _____, 2018.

RECITALS

WHEREAS, the Owner is the owner of the property commonly known as 8307 80th Drive NE, Marysville WA 98270, the legal description of which is attached as **Exhibit A** and incorporated into this Agreement (the “Property”);

WHEREAS, the City has a sewer easement affecting the property as shown in the plat recorded under Auditor’s File Number 9802275002, the portion of which evidencing the sewer easement is shown in **Exhibit B**, which is attached and incorporated into this Agreement (the “Easement”);

WHEREAS, the Owner has constructed an open-air structure of approximately 512 square feet as shown in **Exhibit C**, which is attached and incorporated into this Agreement (the “Gazebo”);

WHEREAS, the Gazebo is located on a portion of the Property as shown in **Exhibit D**, which is attached and incorporated into this Agreement;

WHEREAS, the Gazebo was built over a portion of the Easement and thus encroaches on the Easement;

WHEREAS, the Gazebo has a solid roof with open walls, similar to a pergola, and is currently used as a covered patio for outdoor recreational purposes and contains outdoor furniture and a fireplace;

WHEREAS, the Gazebo was constructed without necessary building permits and does not meet the requirements of the City’s municipal code, including without limitation property or easement setback requirements;

WHEREAS, the City will allow the Gazebo to remain on the Property and the affected Easement area under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the City and Owner agree as follows:

AGREEMENT

1. Permission Granted. The City, in consideration of the covenants and agreements contained in this Agreement, to be kept and performed by the Owner, hereby grants permission to the Owner to encroach on the Easement for the purposes of using and maintaining the Gazebo. The rights contained in this Agreement shall not apply to any other encroachments into or onto the Easement, existing either now or in the future.

2. Term and Termination.

a. Term. The term of this Agreement will be ten (10) years from the date the Agreement is executed by the City.

b. Termination. This Agreement will terminate on any of the following events:

(i) Expiration of the term of this Agreement;

(ii) Default of the terms of this Agreement and notification of termination as provided in Section 10.

(iii) The Gazebo is removed from the Easement and the affected Easement area is restored to a substantially similar or better condition than it was in prior to the construction of the Gazebo.

3. Use; Maintenance. All use, repairs, and maintenance of the Gazebo will be performed in strict compliance with this Agreement and with all applicable federal, state, and local laws,

statutes, ordinances, codes, and regulations, and the City may access and inspect the Gazebo to ensure compliance with the same. All costs associated with the use, maintenance, and repair of the Gazebo will be exclusively borne and paid for by the Owner.

4. Change in Use Prohibited. The Owner will use the Gazebo solely as a covered patio and for associated outdoor recreational purposes. A material change in the use of the Gazebo will constitute a default of this Agreement pursuant to Section 10.

5. Further Construction Prohibited. The Owner will not expand or otherwise cause the Gazebo or any associated appurtenances to further infringe in or on the Easement beyond what is shown in **Exhibit C** and **Exhibit D**. Expansion of the Gazebo in or on the Easement will constitute a default of this Agreement pursuant to Section 10.

6. Right of Access. The City will have the right to access the Easement and all parts of the Gazebo, including without limitation its interior. Upon gaining access the City will have the right to make any alterations to the Gazebo and Easement, including without limitation breaking locks, breaching doors, removing walls or floorboards, cutting into the foundation, digging into the ground, and fully demolishing the Gazebo. The City will in no way be liable to the Owner for any damage to the Property, Gazebo, or personal property caused by its accessing or altering the Easement or Gazebo. All costs the City incurs in making alterations to the Gazebo will be the responsibility of the Owner, and the Owner will reimburse the City for the same. The City will have the right to access the interior of the Gazebo by providing notice to the Owner according to the following terms:

a. Non-Emergency Access. The City may access the Gazebo for any reason upon seven (7) days' written notice to the Owner.

b. Emergency Access. The City may access the Gazebo in an emergency situation upon twelve (12) hours' notice to the Owner. In the event the City is unable to reach the Owner after attempting to provide notice, or the Owner does not respond to the City within that twelve (12) hour period, the City may enter into the Gazebo without permission from the Owner, and the City may break any locks or breach any doors, walls, or floors to gain said access, and pursuant to this Section any resultant damages to the Property, Gazebo, or any personal property shall be borne by the Owner, and the City will in no way have any responsibility to make repairs or reimburse the Owner for resultant damages. For the purposes of this Section, an "emergency situation" is any situation that the City, in its sole discretion, determines to require immediate or timely access to the Gazebo, including without limitation a need to repair pipes or sewer lines.

7. Removal of Gazebo by the Owner.

a. Upon Termination. Upon termination of this Agreement, the Owner will remove the Gazebo and return the Easement to a substantially similar or better condition than it was in prior to the construction of the Gazebo. The Owner will be responsible for all costs associated with the removal of the Gazebo and subsequent restoration, and the

City will not be responsible for any of the costs thereof. All removal and restoration work as contemplated in this Section will be done to the satisfaction of the City.

b. Prior to Conveyance. The Owner will not sell, transfer, lease, or otherwise convey the Property or the Gazebo to any individual, entity, or other party without first removing the Gazebo.

8. Removal of the Gazebo by the City. If the Owner fails to remove the Gazebo when required by this Agreement, or if the Owner fails to restore the Easement to a substantially similar or better condition than it was in prior to the construction of the Gazebo, then the City may enter onto the Property and remove the Gazebo and restore the Easement upon ten (10) days' written notice. All costs borne by the City shall be payable by the Owner.

9. Insurance. The Owner will maintain and keep in force during the term of this Agreement general homeowner's liability insurance that covers the Gazebo, which will name the City as an additional insured. The City may at any time request proof of such insurance by providing notice to the Owner, and the Owner will provide such proof within thirty (30) days of such notice.

10. Default. In the event of any default by the Owner of the terms of this Agreement, the City will notify the Owner of the default, after which time the Owner will have thirty (30) days to cure the default. If the Owner fails to cure the default in that period of time, the City will have the right to terminate this Agreement at any time thereafter by providing written notice to the Owner. The Owner will not have any right to cure a default under subsection "g" below, and the City will have the right to terminate this Agreement at any time thereafter by providing written notice to the Owner. The following events will, without limitation, be deemed to be a default:

a. Failure to allow the City access to the Easement and Gazebo as prescribed in Section 6.

b. Failure to maintain the Gazebo as prescribed in Section 3.

c. Materially altering the use of the Gazebo.

d. Failure to obtain or maintain insurance coverage, or failure to provide the City proof of such coverage, as prescribed in Section 9.

e. Constructing, establishing, or otherwise placing new encroachments on the Easement without the express written permission of the City.

f. Failure to provide any payments or reimbursements to the City as contemplated by this Agreement;

g. Sale, transfer, lease, or any other conveyance of the Property or Gazebo by the Owner to any other person/persons or entity/entities without first removing the Gazebo and restoring the Easement to a substantially similar or better condition than it was in prior to the construction of the Gazebo.

11. Indemnification. The Owner, and Owner's successors and assigns, will indemnify, defend, and hold harmless the City, its officials, officers, employees, agents, contractors, and volunteers

(which shall be considered a part of the term “City”) from and against any and all claims, demands, liability, loss, cost, damage, or expense of any nature whatsoever, including all reasonable costs and attorneys’ fees, made against the City on account of injury, harm, death, or damage to persons or property arising out of or in connection with, the maintenance, occupancy, use, repair, alteration, existence, location, or removal of the Gazebo or the exercise of any other rights granted by this Agreement, and the Owner hereby assumes all liability and responsibility for the same.

12. Notices. Except for notice for emergency access to the Gazebo as described in Section 6, which may be provided in person, telephonically, by electronic mail, or by any other means reasonably calculated to provide notice, any notice or other communication required or permitted under this Agreement will be in writing and will be deemed to have been made either (1) when delivered personally to the party to whom it is directed (or any officer or agent of such party), or (2) upon being deposited in the United States' mail, postage prepaid, return receipt requested, and properly addressed to the party. A communication will be deemed to be properly addressed if sent to the following addresses:

a. Owner: 8307 80th Drive NE,
Marysville WA 98270
Phone:
Email:

b. City: Community Development
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

13. Change in Address. A party may change the address or other contact information that they intend to receive notice at by first providing notice to the other party as described in Section 12.

14. No Additional Rights. The parties acknowledge that this Agreement is solely for the purpose of permitting the Owner to use and maintain the Gazebo on the Easement as prescribed by this Agreement. This Agreement does not convey any right, title, or interest in or to the Easement nor is it meant to convey any right to use or occupy any other property or interest.

15. Runs with the Land; Successors and Assigns. This Agreement and the rights and obligations contained herein shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

16. Governing Law; Attorney’s Fees. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County. In any action brought by the City to enforce the obligations contained herein or to terminate this Agreement, the City shall be entitled to recover reasonable attorney’s fees together with costs if it prevails.

17. Amounts Due. All amounts required to be paid by the Owner to the City shall be paid within 30 days after the Owner receives notice from the City of the amount due. Such amounts, along with all expenses borne by the City to collect them, including reasonable attorney's fees, shall become a lien on the Property, and the City will have the right to take any action to enforce such liens.
18. Remedies. In addition to the rights and remedies described herein, the City will have all other rights and remedies available at law or equity.
19. Loss in Value. The Owner will have no right to compensation from the City for any loss in value to the Property if and when the Gazebo is damaged or removed.
20. Survival. The rights and obligations contained in Sections 3, 6, 8, 11, 15, 16, 17, 18, and 19 will survive any termination or expiration of this Agreement.
21. Severability. Any provision of this Agreement which proves to be invalid, void or illegal will in no way affect, impair or invalidate any other provision of this Agreement, and the remaining provisions will nevertheless remain in full force and effect.
22. No Waiver. Failure of either party at any time to require performance of any provision of this Agreement will not limit such party's right to enforce the provision, nor will any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.
23. General. This Agreement (including the attached exhibits): (i) represents the entire understanding of the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to such subject matter; (iii) the captions or headings provided in this Agreement are for convenience only and will not be deemed to be a part of this Agreement; (iv) the recitals are incorporated into and shall be considered a part of this Agreement; (v) the attached Exhibits are incorporated into and shall be considered a part of this Agreement; and (vi) by signing below, each individual signatory certifies that he/she is a person duly qualified and authorized to bind the respective parties to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date written below.

Approved as to form:

Jon Walker, City Attorney

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

OWNER:

Trevor P. Trueax

Date

Julie A. Trueax

Date

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

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

Date: _____

NOTARY PUBLIC in and for the
State of Washington.

Residing at: _____

My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Trevor P. Trueax is the person who appeared before me, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Date: _____

NOTARY PUBLIC in and for the
State of Washington.

Residing at: _____

My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Julie A. Trueax is the person who appeared before me, and she acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Date: _____

NOTARY PUBLIC in and for the
State of Washington.

Residing at: _____

My commission expires: _____

Exhibit A

Legal Description

LOT 42, THE HILL, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 9802275002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Exhibit B Sewer Easement

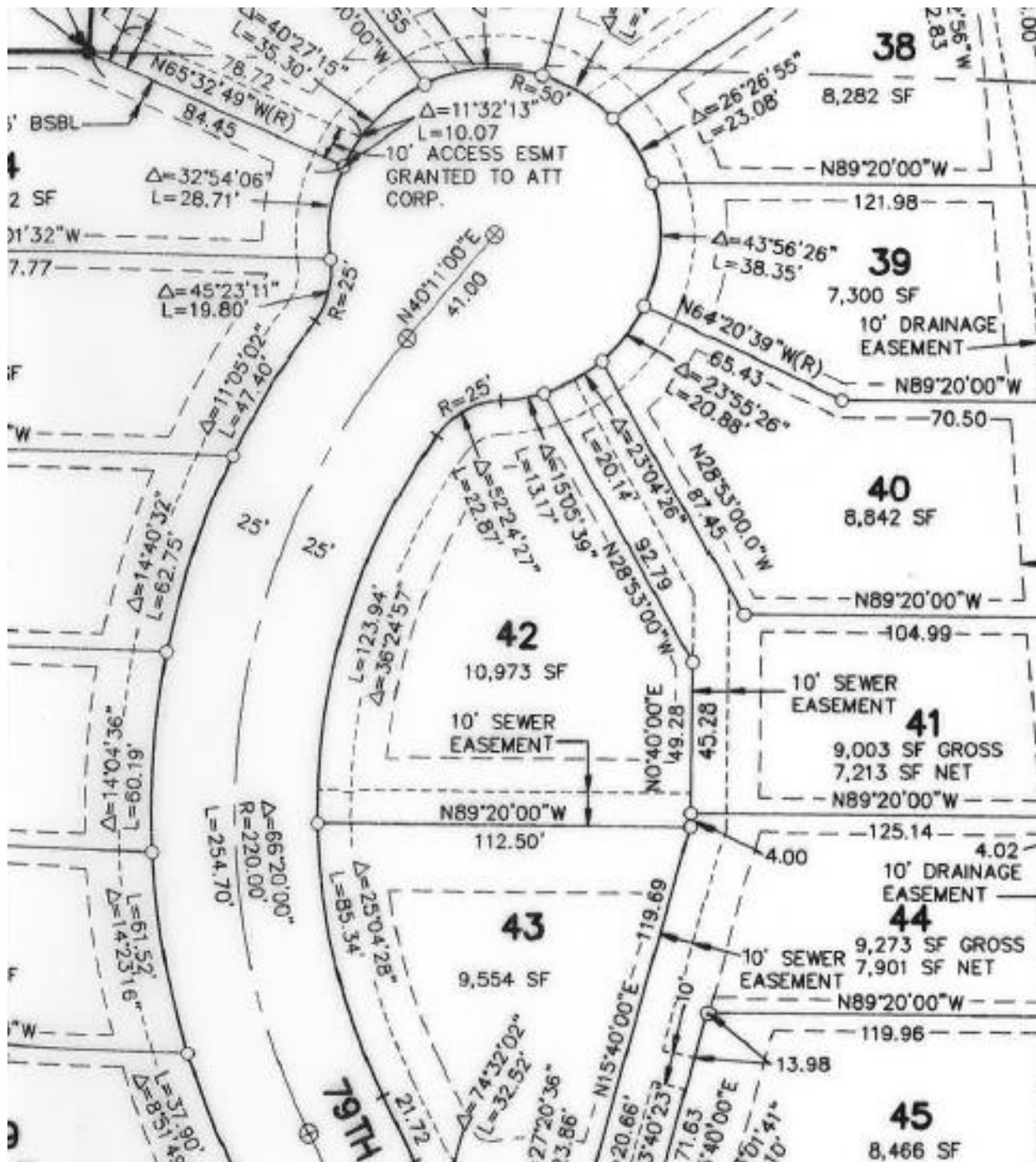


Exhibit C

Gazebo

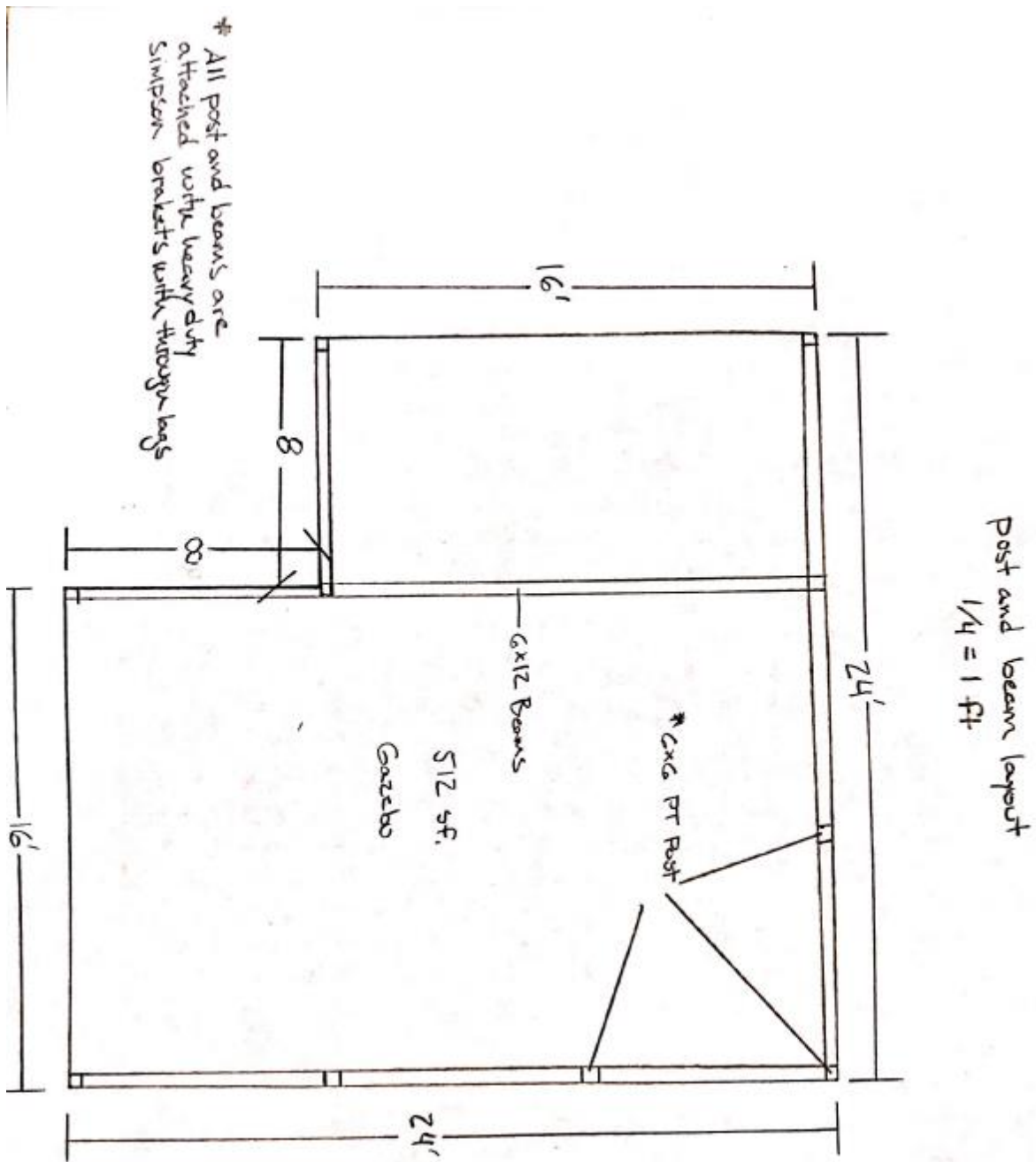


Exhibit D

Sketch of the Property and Structures Thereon

