

**Marysville City Council Meeting**

**March 25, 2019**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

- A. Consider Approving a **Resolution** of the City of Marysville Honoring Ken Cage
- B. Swearing-In – Custody Officer
- C. Volunteer of the Month – Noah Rui
- D. Premier Golf Centers, LLC – Cedarcrest Report

**Audience Participation**

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

- 1. Approval of the February 25, 2019 City Council Meeting Minutes.

**Consent**

- 2. Approval of the March 5, 2019 Payroll in the Amount of \$1,763,761.37, Paid by EFT Transactions and Check Numbers 32254 through 32279.
- 3. Approval of the March 6, 2019 Claims in the Amount of \$1,639,732.66 Paid by EFT Transactions and Check Number’s 130793 through 131028 with Check Numbers 128871, 130456, 130489 and 130730 Voided.

**Review Bids**

- 4. Consider Awarding the HVAC Maintenance and Repair Service Contract to D.K. Systems for a Contract Price of \$75,000.00.

**Public Hearings**

## Marysville City Council Meeting

**March 25, 2019**

**7:00 p.m.**

**City Hall**

5. Consider Approving a **Resolution** Declaring Certain Items of Personal Property to be Surplus and Authorizing the Sale and Disposal Thereof.

6. Consider Approving the Program Year 2019 Annual Action Plan, as recommended by the Citizen Advisory Committee on January 30, 2019, provide a summary of, and response to any comments received during the public hearing into the Program Year 2019 Annual Action Plan, and direct staff to forward Program Year 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development.

### **New Business**

7. Consider Approving the Interlocal Agreement with Snohomish County for the Human Services Grant to use towards Senior Services.

8. Consider Approving an **Ordinance** to Repeal Section 3.103.160 of the Municipal Code to Enhance the Availability of Multiple Family Housing in the City's Urban Center.

9. Consider Approving the Sewer Utility Easement and Sewer Easement Relinquishment to resolve a discrepancy City of Marysville sewer easements record under Snohomish County recording numbers 200012150261, 200012150261 and 200101100391 and the Actual Installed Sewer Line.

### **Legal**

### **Mayor's Business**

### **Staff Business**

### **Call on Councilmembers**

### **Adjournment/Recess**

### **Executive Session**

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

### **Reconvene**

### **Adjournment**

**Marysville City Council Meeting****March 25, 2019****7:00 p.m.****City Hall**

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

A

CITY OF MARYSVILLE  
Marysville, Washington

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

A RESOLUTION OF THE CITY OF MARYSVILLE  
HONORING KEN CAGE

WHEREAS, the Marysville community was saddened to learn of the recent death of Ken Cage, an exemplary civic leader and long-time volunteer who gave of himself for the betterment of our community; and

WHEREAS, Mr. Cage, a dedicated Korean War veteran, served as a gunner’s mate in the Navy during the Korean War and remained active in the American Legion for the rest of his life; and

WHEREAS, following his military service, Mr. Cage worked as a mechanical engineer for The Boeing Company, where he worked on the Minuteman missile and a secret Air Force missile called “the Dinosaur” that was a forerunner to the space shuttles; and

WHEREAS, when Mr. Cage and his wife, Ethel, moved to Marysville to raise their family, he became active in local government, serving on both the Marysville City Council and the city Planning Commission; and

WHEREAS, Mr. Cage’s community involvement included many other organizations including the Masons, American Legion, Scottish Rite and National Sojourners; and

WHEREAS, above all this, perhaps Mr. Cage’s greatest legacy will be the Marysville Historical Museum for which he worked relentlessly for many years as president of the Marysville Historical Society from 1999 through last November and saw to fruition at its celebrated grand opening in 2017; and

WHEREAS, Mr. Cage’s affection, dedication and hard work on behalf of the Marysville community will never be forgotten, and we are indebted for his selfless contributions to our city.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marysville, Washington, hereby honors the memory of Ken Cage and offers both our condolences to his family and our heartfelt appreciation for the long-lasting contributions to this city by its adopted son.

PASSED by the City Council and APPROVED by the Mayor this 25th day of March, 2019.

CITY OF MARYSVILLE

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

ATTEST:

\_\_\_\_\_  
TINA BROCK, Deputy City Clerk

Approved as to form:

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JON WALKER, City Attorney

# *Index #1*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Approval of the Agenda</b>	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
Volunteer of the Month – Jodi Hiatt	
Affordable Housing Alliance – Chris Collier, Program Manager	
<b>Audience Participation</b>	
<b>Approval of Minutes</b>	
Approval of the January 28, 2019 City Council Meeting Minutes.	Approved
<b>Consent Agenda</b>	
Approval of the February 5, 2019 Payroll in the Amount of \$1,778,653.17, Paid by EFT Transactions and Check Numbers 32212 through 32236.	Approved
Approval of the February 6, 2019 Claims in the Amount of \$2,209,615.81 Paid by EFT Transactions and Check Numbers 130105 through 130308 with Check Number 124036 Voided.	Approved
Approval of the February 13, 2019 Claims in the Amount of \$1,073,598.13 Paid by EFT Transactions and Check Numbers 130309 through 130419 with No Checks Voided.	Approved
Approval of the February 20, 2019 Payroll in the Amount of \$1,344,765.22, Paid by EFT Transactions and Check Numbers 32237 through 32253.	Approved
Approval of the February 20, 2019 Claims in the Amount of \$458,273.72, Paid by EFT Transactions and Check Numbers 130420 through 130629 with Check Numbers 129195 Voided.	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
<b>New Business</b>	
Consider Approving Quotes Q-00004736 and Q-00006724 with Superior for Data Conversion and Upgrade Services for TRAKit.	Approved
Consider Approving an Ordinance to Change the Judicial Salary Increase to the July 1st date.	Approved Ordinance No. 3122
Consider Approving an Ordinance to Amending MMC 2.04.010 Regarding Council Meetings.	Approved Ordinance No. 3123
Consider Approving a Resolution to Change Council Procedures.	Approved Resolution No. 2461
Consider Approving a Resolution to Pay the Assessment from the Local Improvement Guaranty Fund.	Approved Resolution No. 2462
Consider approving a Resolution Extending the Agreement with Everett Gospel Mission for Marysville Extended Shelter Home Services for 5032 47th Avenue NE.	Approved Resolution No. 2463
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	
Cancel the second meeting of March and hold business meetings on the 1st and 4th meetings of March.	Approved



<b>Call on Councilmembers</b>	
<b>Recess</b>	8:42 p.m.
<b>Executive Session</b>	
Real Estate – one item	Approved
Litigation – one item	Approved
<b>Adjournment</b>	8:52 p.m.

COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
February 25, 2019

**Call to Order / Pledge of Allegiance**

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

**Roll Call**

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

**Mayor:** Jon Nehring

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

**Absent:** None

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

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

**Committee Reports**

Councilmember King reported that the Fire Board met last week and adopted the explanatory statement which will be on the ballot for the upcoming RFA vote. There will be open houses on March 19 at Station 61 and March 26 at Station 62 from 4-6 p.m. The public is invited.

**Presentations**

A. Volunteer of the Month – Jodi Hiatt

Jodi Hiatt was recognized as Volunteer of the Month for the month of February 2019 for her extraordinary contributions and leadership as a longtime volunteer and ambassador for the community.

B. Affordable Housing Alliance – Chris Collier, Program Manager

Program Manager Chris Collier gave a briefing on affordable housing in the region, national trends, and AHA's Housing Trust Fund. He reviewed the background on affordable housing, the relationship between income and housing value, the difference between affordable housing and subsidized housing, national housing costs trends, national migration trends from the Midwest to the coasts, supply and demand housing in Snohomish county, and ways to address the issue. Mr. Collier gave an overview of the Housing Trust Fund which is a countywide fund to provide flexible "just in time" funds to help address affordable housing issues in Snohomish County and requested support with the program.

### **Audience Participation**

Carol Jason, 11421 48<sup>th</sup> Drive NE, Marysville, WA 98270, made suggestions for preparation regarding future snow storms. Director Nielsen responded with the City's response efforts and philosophy.

Guinevere Canon, 4618 58<sup>th</sup> Drive NE, Marysville, WA, asked about parking limits for streets in the City. As a real estate broker in Marysville, she feels there is a street parking issue in the City. She thinks people are storing their vehicles on the streets, which makes it difficult for her to sell homes.

Chief Smith encouraged her to contact code enforcement when she sees examples of this. He discussed how police have been addressing code enforcement issues related to storing or abandoning vehicles.

### **Approval of Minutes**

1. Approval of the January 28, 2019 City Council Meeting Minutes.

**Motion** made by Councilmember Stevens, seconded by Councilmember King, to adopt the minutes from the January 28, 2019 City Council Meeting. **Motion** passed unanimously (7-0).

### **Consent**

2. Approval of the February 5, 2019 Payroll in the Amount of \$1,778,653.17, Paid by EFT Transactions and Check Numbers 32212 through 32236.

*DRAFT*

3. Approval of the February 6, 2019 Claims in the Amount of \$2,209,615.81 Paid by EFT Transactions and Check Numbers 130105 through 130308 with Check Number 124036 Voided.
4. Approval of the February 13, 2019 Claims in the Amount of \$1,073,598.13 Paid by EFT Transactions and Check Numbers 130309 through 130419 with No Checks Voided.
10. Approval of the February 20, 2019 Payroll in the Amount of \$1,344,765.22, Paid by EFT Transactions and Check Numbers 32237 through 32253.
11. Approval of the February 20, 2019 Claims in the Amount of \$458,273.72, Paid by EFT Transactions and Check Numbers 130420 through 130629 with Check Numbers 129195 Voided.

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to adopt Consent Agenda items 2, 3, 4, 10 and 11. **Motion** passed unanimously (7-0).

### **Review Bids**

### **Public Hearings**

### **New Business**

5. Consider Approving Quotes Q-00004736 and Q-00006724 with Superior for Data Conversion and Upgrade Services for TRAKit.

Director Koenig explained these were included in the budget. This would take old permit data and put it into the current system. It would also update the current system to the newest version. This software is used by Community Development, Public Works, and Code Enforcement. He thanked Worth Norton and Sandra Gyurkovics for their assistance on this.

**Motion** made by Councilmember King, seconded by Councilmember Toyer, to approve Quotes Q-00004736 and Q-00006724 with Superior for Data Conversion and Upgrade Services for TRAKit. **Motion** passed unanimously (7-0).

6. Consider Approving an Ordinance to Change the Judicial Salary Increase to the July 1st date.

Court Administrator Suzanne Elsner explained that this would change the judicial salary increase to the July 1<sup>st</sup> date.

**Motion** made by Councilmember Toyer, seconded by Councilmember Stevens, to adopt Ordinance No. 3122. **Motion** passed unanimously (7-0).

7. Consider Approving an Ordinance to Amending MMC 2.04.010 Regarding Council Meetings.

City Attorney Walker reviewed this item and item 8. He reviewed the proposed changes to the Council Procedures and to the Ordinance.

**Motion** made by Councilmember Stevens, seconded by Councilmember King, to adopt Ordinance No. 3123. **Motion** passed unanimously (7-0).

8. Consider Approving a Resolution to Change Council Procedures.

**Motion** made by Councilmember Muller, seconded by Councilmember Toyer, to adopt Resolution No. 2461. **Motion** passed unanimously (7-0).

9. Consider Approving a Resolution to Pay the Assessment from the Local Improvement Guaranty Fund.

City Attorney Walker reviewed a situation related to a delinquent sliver of a much larger parcel that was assessed as if it was getting the same sort of benefit as much larger parcels with road access. He commented that it should not have been included in the original assessment roll, but since it was the City has an obligation to ensure that it is paid. Staff is proposing to pay the assessment in lieu of foreclosure.

**Motion** made by Councilmember Toyer, seconded by Councilmember James, to adopt Resolution No. 2462. **Motion** passed unanimously (7-0).

12. Consider approving a Resolution Extending the Agreement with Everett Gospel Mission for Marysville Extended Shelter Home Services for 5032 47th Avenue NE.

CAO Hirashima reviewed the lease extension agreement for this MESH house.

**Motion** made by Councilmember James, seconded by Councilmember Toyer, to adopt Resolution No. 2463. **Motion** passed unanimously (7-0).

## Legal

## Mayor's Business

Mayor Nehring:

- He is looking forward to delivering the State of the City this Thursday at the Opera House at 6 p.m.
- He gave an update on a recent city delegation trip to China. He noted that no city funds were used for this trip even though there was a lot of city business conducted. He expressed appreciation to their host city in China and thanked Noah for his tremendous leadership role in this trip.

**Staff Business**

Chief Smith:

- There will be a Public Safety Committee meeting this Wednesday.
- Regarding housing, he commented that Marysville has actually made a lot of progress related to housing and homelessness. He believes that when the numbers for Marysville and Monroe are combined it skews that Marysville has actually done. Since 2013-14 Marysville has done a lot in terms of affordable housing. He is very proud of where Marysville is at in dealing with housing and homelessness. He cited the embedded social worker program, MESH housing, and other programs as examples of this.

Sandy Langdon commented that with the upcoming meeting to Washington DC, the 1<sup>st</sup> and 4<sup>th</sup> weeks' meetings in March will be action meetings, and the 2<sup>nd</sup> week's meeting will be cancelled.

**Motion** made by Councilmember Toyer, seconded by Councilmember Muller, to cancel the second meeting of March and hold business meetings on the 1<sup>st</sup> and 4<sup>th</sup> meetings of March. **Motion** passed unanimously.

Sandy Langdon also gave an update on the RFA ballot which closed on Friday. There are four entities on the ballot which will reduce the ballot cost significantly.

Dave Koenig:

- As another example of the City addressing the housing crisis, he referred to the Cocoon House in Everett and commented that Marysville supported that through the Community Development Block Grant.
- He attended the Economic Alliance Economic Forecast last week. The outlook for the economy in Snohomish County for the next two years is very good.

Chief McFalls commented that the Fire Department kicked off the first public speaking event at the Chamber related to the RFA. He thanked the Council and staff for getting them to this point and for promoting the measure.

Connie Mennie had no comments.

Jim Ballew:

- He discussed a parking issue at a popular event at the Opera House over the weekend.
- The golf course is back open. A State of the Course report will be coming to the Council in March and a report on the Opera House will be coming in April.

Kevin Nielsen had no comments.

Jon Walker stated the need for an Executive Session to discuss one item related to the purchase of real estate and one item related to potential litigation with action expected on both and expected to last five minutes.

Gloria Hirashima:

- There will be no Economic Development meeting on Friday.
- Thanks to Noah for taking good care of the Marysville delegation to China.
- The City is starting to market the waterfront site again. Thanks to reporter Steve Powell for his article on that.

### **Call on Councilmembers**

Jeff Vaughan had no comments.

Tom King:

- At the Fire Board Personnel Committee meeting on Wednesday there will be interviews for potential firefighters.
- He thanked Chief Smith and the City for the effective cleanup effort they have done on abandoned vehicles. He has seen positive results adjacent to property he owns.
- He congratulated Jodi Hiatt for all her work in the City. He also recognized her husband John who supports her in her efforts and also works hard on the Strawberry Festival.

Michael Stevens commended the Parks Department for their handling of the rescheduled Father Daughter Dance.

Rob Toyer commended Public Works for their hard work during the snow storm.

Steve Muller commented that he was thankful to be part of the trip to China and thankful to have Noah as their guide. It was an amazing trip. He thinks it is a great boost to their relationship.

Mark James discussed the China trip and displayed souvenirs from the trip.

Kamille Norton had no comments.

### **Recess**

Council recessed at 8:42 p.m. for five minutes before convening in Executive Session to discuss two items expected to last five minutes.

### **Executive Session**

Real Estate – one item, RCW 42.30.110(1)(b)

*DRAFT*

Litigation – one item, RCW 42.30.110(1)(i)

Executive Session ended at 8:52 p.m.

**Motion** made by Councilmember Stevens, seconded by Councilmember Toyer, to authorize the Mayor to place a check for \$100,000 to escrow to satisfy the possession and use settlement agreement with Pariwarak, Inc. **Motion** passed unanimously.

**Motion** made by Councilmember Muller, seconded by Councilmember James, to authorize the Mayor to withdraw the utility settlement agreement with AMCAL. **Motion** passed unanimously.

### **Adjournment**

The meeting was adjourned at 8:52 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Mayor  
Jon Nehring



# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 25, 2019**

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

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the March 5, 2019 payroll in the amount \$1,763,761.37, paid by EFT Transactions and Check No.'s 32254 through 32279.

**COUNCIL ACTION:**

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 25, 2019**

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

Please see attached.

**RECOMMENDED ACTION:**

**The Finance and Executive Departments recommend City Council approve the March 6, 2019 claims in the amount of \$1,639,732.66 paid by EFT transactions and Check No.'s 130793 through 131028 with Check No's 128871, 130456, 130489 & 130730 voided.**

**COUNCIL ACTION:**

BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-3**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,639,732.66 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 130793 THROUGH 131028 WITH CHECK NO. 128871, 130456, 130489 AND 130730 VOIDED.** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **25<sup>th</sup> DAY OF MARCH 2019.**

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

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 2/28/2019 TO 3/6/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
130793	CHICAGO TITLE INSURA	ROW ACQUISITION-PARIWARAK	GMA - STREET	100,000.00
130794	ALLIANT INSURANCE	19-23 NOTARY BOND-HESS	RISK MANAGEMENT	40.00
130795	ANDERTON, MIKE	UTILITY TAX REBATE	NON-DEPARTMENTAL	46.94
130796	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	57.55
130797	ARLINGTON HARDWARE	BOOTS AND JEANS-OSBORN	UTIL ADMIN	353.43
130798	ASSN OF WA CITIES	AWC CITY MEMBERSHIP DUES	SOLID WASTE OPERATIONS	4,704.00
	ASSN OF WA CITIES		UTIL ADMIN	15,523.20
	ASSN OF WA CITIES		NON-DEPARTMENTAL	26,812.80
130799	BALLEW, JAMES B	REIMBURSE DRY CLEANING COSTS	RECREATION SERVICES	21.84
130800	BENHAM, EDWINA	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.73
130801	BENNETT, LYNDA		NON-DEPARTMENTAL	71.67
130802	BENS CLEANER SALES	MODULE	MAINT OF GENL PLANT	214.91
130803	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	24,828.82
130804	BERK CONSULTING INC.		COMMUNITY DEVELOPMENT-	2,808.75
130805	BICKFORD FORD	VARIOUS FUSES	EQUIPMENT RENTAL	33.45
130806	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,887.97
130807	BIO CLEAN, INC	DECONTAMINATION #P133	EQUIPMENT RENTAL	323.62
130808	BOWER, DAVID	UTILITY TAX REBATE	NON-DEPARTMENTAL	30.22
130809	BOWLES, SALLY		NON-DEPARTMENTAL	101.72
130810	BRADSHAW, RUBY ANN		NON-DEPARTMENTAL	65.12
130811	BUHR, M.E.		NON-DEPARTMENTAL	66.50
130812	BUILDERS EXCHANGE	PUBLISH PROJECT ONLINE	SEWER CAPITAL PROJECTS	180.70
130813	BUTTON GEAR	WRONG SALES TAX	UTIL ADMIN	-185.46
	BUTTON GEAR		UTIL ADMIN	-65.45
	BUTTON GEAR	JACKET-GEIST	UTIL ADMIN	65.45
	BUTTON GEAR		UTIL ADMIN	65.51
	BUTTON GEAR	BOOTS-GUENZLER	UTIL ADMIN	185.46
	BUTTON GEAR		UTIL ADMIN	185.63
130814	CARPENTER, CATHY	REFUND CLASS FEES	PARKS-RECREATION	20.00
130815	CARROT-TOP INDUSTRIE	FLAGS	GENERAL FUND	-38.94
	CARROT-TOP INDUSTRIE		PARK & RECREATION FAC	462.17
130816	CASCADE COLUMBIA	WRONG SALES TAX	WASTE WATER TREATMENT F-	13,355.29
	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT F	12,674.23
	CASCADE COLUMBIA		WASTE WATER TREATMENT F	13,009.69
	CASCADE COLUMBIA		WASTE WATER TREATMENT F	13,355.29
	CASCADE COLUMBIA		WASTE WATER TREATMENT F	13,367.52
130817	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	1,586.09
130818	CHAN,JAMES & KJAER,K	UTILITY TAX REBATE	NON-DEPARTMENTAL	36.05
	CHAN,JAMES & KJAER,K		UTIL ADMIN	41.62
	CHAN,JAMES & KJAER,K		UTIL ADMIN	155.12
130819	CHANG, CHIEN	REIMBURSE MEALS-TRAINING	ENGR-GENL	59.20
130820	CHENNAULT, KARI	REIMBURSE TRAINING SUPPLIES	UTIL ADMIN	233.85
130821	CHRISTENSEN, ESTHER	UTILITY TAX REBATE	NON-DEPARTMENTAL	237.53
130822	CLARK, ANNAMARIA	REFUND CLASS FEES	PARKS-RECREATION	25.00
130823	CLASSIQUE DESIGNS	DANCE DECOR 2/16/19	RECREATION SERVICES	144.14
	CLASSIQUE DESIGNS	DANCE DECOR 2/2/19	RECREATION SERVICES	144.14
130824	CLEAN HARBORS ENV	CLEANING AND DISPOSAL SERVICES	STORM DRAINAGE	1,381.91
	CLEAN HARBORS ENV		CAPITAL EXPENDITURES	8,877.59
130825	CLEAR IMAGE PHOTO	DANCE PHOTOS 2/16/19	RECREATION SERVICES	1,277.64
	CLEAR IMAGE PHOTO	DANCE PHOTOS 2/2/19	RECREATION SERVICES	1,441.44
130826	CLEMENTSON, MARLENE	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.75
130827	COASTAL FARM & HOME	BOOTS-DIAMOND	GENERAL SERVICES - OVERH	89.07
130828	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	286.23
130829	COOP SUPPLY	WIRE AND BAR	ROADSIDE VEGETATION	53.36
	COOP SUPPLY	HEAT LAMPS AND HARDWARE	SEWER LIFT STATION	66.52
	COOP SUPPLY	HAND TOOLS	PARK & RECREATION FAC	144.08

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/28/2019 TO 3/6/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
130829	COOP SUPPLY	CABLES, CORDS AND LAMPS	WASTE WATER TREATMENT F	234.59
	COOP SUPPLY	ICE MELT	PARK & RECREATION FAC	261.92
	COOP SUPPLY	HEAT LAMPS AND HARDWARE	WASTE WATER TREATMENT F	262.06
130830	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	COMMUNITY CENTER	43.49
	COPIERS NORTHWEST		GENERAL SERVICES - OVERH	104.16
	COPIERS NORTHWEST		WASTE WATER TREATMENT F	131.50
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.68
	COPIERS NORTHWEST		PROBATION	147.70
	COPIERS NORTHWEST		ENGR-GENL	160.34
	COPIERS NORTHWEST		UTILITY BILLING	171.44
	COPIERS NORTHWEST		CITY CLERK	191.22
	COPIERS NORTHWEST		FINANCE-GENL	191.22
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.44
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.41
	COPIERS NORTHWEST		PARK & RECREATION FAC	346.94
	COPIERS NORTHWEST		POLICE INVESTIGATION	362.88
	COPIERS NORTHWEST		UTIL ADMIN	383.75
	COPIERS NORTHWEST		COMMUNITY DEVELOPMENT-	477.02
	COPIERS NORTHWEST		DETENTION & CORRECTION	536.78
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATIO	593.97
	COPIERS NORTHWEST		OFFICE OPERATIONS	2,190.71
130831	CORBIN, ANNE	UTILITY TAX REBATE	UTIL ADMIN	41.62
	CORBIN, ANNE		NON-DEPARTMENTAL	63.16
	CORBIN, ANNE		UTIL ADMIN	155.12
130832	CORRECT EQUIPMENT	ALUM PUMP TUNE UP KITS-WWTP	WASTE WATER TREATMENT F	2,551.03
130833	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	82.15
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	2,754.81
130834	CUZ CONCRETE PROD	MANHOLE RINGS	ROADWAY MAINTENANCE	689.16
130835	D R HORTON	UB REFUND	WATER/SEWER OPERATION	50.00
130836	DATEC, INC	DOCKING STATIONS	POLICE PATROL	1,541.90
130837	DAVIDSON, BRUCE	UTILITY TAX REBATE	NON-DEPARTMENTAL	59.54
130838	DAVIS, EIKO		NON-DEPARTMENTAL	71.30
130839	DAWSON, MAXINE		NON-DEPARTMENTAL	90.79
130840	DAY, SAM	REIMBURSE MEAL	SOLID WASTE OPERATIONS	10.91
130841	DEAVER, JAMES	MILEAGE REIMBURSEMENT	TRANSPORTATION MANAGEM	54.06
130842	DECHENNE, KATIE	REFUND CLASS FEES	PARKS-RECREATION	25.00
130843	DELL	SERVER WARRANTY EXTENSION	IS REPLACEMENT ACCOUNTS	2,975.16
130844	DICKISON, JOYCE	UTILITY TAX REBATE	NON-DEPARTMENTAL	98.22
130845	DICKS TOWING	TOWING EXPENSE-MP19-07543	POLICE PATROL	71.68
	DICKS TOWING	TOWING EXPENSE-MP19-07930	POLICE PATROL	71.68
	DICKS TOWING	TOWING EXPENSE-MP19-08042	POLICE PATROL	71.68
	DICKS TOWING	TOWING EXPENSE-MP19-08307	POLICE PATROL	71.68
	DICKS TOWING	TOWING EXPENSE-MP19-08824	POLICE PATROL	71.68
130846	DONNELSON ELECTRIC	REPAIR PANEL-ROSE HOUSE	GMA - STREET	3,276.00
130847	DULIN, PATRICIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	29.68
	DULIN, PATRICIA		UTIL ADMIN	41.62
	DULIN, PATRICIA		UTIL ADMIN	155.12
130848	DUNLAP INDUSTRIAL	HD SET BOX AND SOCKET SET	STREET LIGHTING	265.41
130849	DYER, ROBERT L	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	2,841.92
130850	E&E LUMBER	BITS AND FASTENERS	PARK & RECREATION FAC	10.14
	E&E LUMBER	PLYWOOD	PUBLIC SAFETY BLDG	10.31
	E&E LUMBER	CAR WASH SOAP AND POLE	PARK & RECREATION FAC	14.65
	E&E LUMBER	TRAPS	PARK & RECREATION FAC	19.87
	E&E LUMBER	WALL PLATES	PARK & RECREATION FAC	20.69
	E&E LUMBER	PUSH BROOMS	ER&R	75.45
130851	EAGLE FENCE	FENCE REPAIR-40TH AVE NE	STORM DRAINAGE	4,442.07

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130852	ECOLOGY, DEPT. OF	BIOSOLIDS PERMIT	UTIL ADMIN	3,750.30
130853	EDWARDS, ALISSA	REFUND CLASS FEES	PARKS-RECREATION	75.00
130854	ELLIOTT, JESSYE		PARKS-RECREATION	25.00
130855	ENGELSON, RANA		PARKS-RECREATION	25.00
130856	ENVIRONMENTAL RES	DISSOLVED OXYGEN	WASTE WATER TREATMENT F	136.81
	ENVIRONMENTAL RES	LAB ACCREDITATION	WASTE WATER TREATMENT F	515.81
130857	ERICKSON, KIMALA	REFUND CLASS FEES	PARKS-RECREATION	25.00
130858	EVERETT SOUND MACHIN	REBUILD SCREW COMPACTOR	WASTE WATER TREATMENT F	1,782.63
130859	EVERETT, CITY OF	ANIMAL SHELTER FEES	COMMUNITY SERVICES UNIT	1,950.00
130860	EVERHART, AURORA	UB REFUND	WATER/SEWER OPERATION	5.81
130861	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-47.09
	EVIDENT, INC.		POLICE PATROL	558.88
130862	FAMILY PET MEDICAL	K-9 FOOD	K9 PROGRAM	65.45
130863	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	74.36
130864	FEI	CHECK VALVE REPAIR KIT	SEWER LIFT STATION	508.57
130865	FELDMAN & LEE P.S.	PUBLIC DEFENDER CONTRACT JAN. 2019	PUBLIC DEFENSE	50,000.00
130866	FINDLEY, DOROTHY	UTILITY TAX REBATE	NON-DEPARTMENTAL	26.77
130867	FIRE PROTECTION INC	MONITORING & INSPECTION-STILLY	WATER FILTRATION PLANT	625.50
130868	FIRESTONE	TIRES	EQUIPMENT RENTAL	224.29
130869	FIRST AMERICAN TITLE	RECORDING FEES-SEQUOIA CONDOS	GMA - STREET	119.00
130870	FITZGERALD, PATRICIA	UTILITY TAX REBATE	UTIL ADMIN	41.62
	FITZGERALD, PATRICIA		NON-DEPARTMENTAL	86.11
	FITZGERALD, PATRICIA		UTIL ADMIN	155.12
130871	FITZPATRICK, SHIRLEY		UTIL ADMIN	41.62
	FITZPATRICK, SHIRLEY		NON-DEPARTMENTAL	60.78
	FITZPATRICK, SHIRLEY		UTIL ADMIN	155.12
130872	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	51.66
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	54.65
	FRONTIER COMMUNICATI		POLICE PATROL	54.65
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	54.65
	FRONTIER COMMUNICATI		UTILITY BILLING	54.65
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	54.65
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	54.65
	FRONTIER COMMUNICATI		CITY HALL	54.65
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	56.18
	FRONTIER COMMUNICATI	ACCT #36019703390831185	SEWER LIFT STATION	61.55
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	70.48
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	70.48
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	83.44
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	83.44
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	96.50
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	102.30
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	104.84
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	109.29
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	109.29
	FRONTIER COMMUNICATI		COMMUNITY CENTER	109.29
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	109.29
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	109.29
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	273.23
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	273.23
	FRONTIER COMMUNICATI		UTIL ADMIN	273.23
130873	FTRS, LLC	SERVICES TO RECOVER WA EXCISE TAX	PARK & RECREATION FAC	76.31
	FTRS, LLC		MAINTENANCE	226.67
	FTRS, LLC		UTIL ADMIN	286.41
	FTRS, LLC		SOLID WASTE OPERATIONS	472.90
	FTRS, LLC		GENERAL SERVICES - OVERH	586.43



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130874	GADBOIS, RITA	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.02
130875	GEE, DIANETHA		NON-DEPARTMENTAL	81.72
130876	GOOD, DIANA		NON-DEPARTMENTAL	35.80
	GOOD, DIANA		UTIL ADMIN	41.62
	GOOD, DIANA		UTIL ADMIN	155.12
130877	GOUIN, SHIRLEY		UTIL ADMIN	41.62
	GOUIN, SHIRLEY		NON-DEPARTMENTAL	87.25
	GOUIN, SHIRLEY		UTIL ADMIN	155.12
130878	GRAINGER	LABELS	WATER DIST MAINS	47.02
130879	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	CITY CLERK	30.22
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.22
	GREATAMERICA FINANCI		FINANCE-GENL	30.22
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIO	30.22
	GREATAMERICA FINANCI		UTILITY BILLING	30.22
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.22
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.25
	GREATAMERICA FINANCI		POLICE PATROL	36.25
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.25
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.25
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.25
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	38.58
	GREATAMERICA FINANCI		ENGR-GENL	38.58
	GREATAMERICA FINANCI		UTIL ADMIN	38.58
130880	GREENSHIELDS	HAND TOOLS	PARK & RECREATION FAC	414.47
130881	GRIFFIN GEOTEST	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-55.25
	GRIFFIN GEOTEST		WATER/SEWER OPERATION	1,150.00
130882	GROVER, STACY	REFUND CLASS FEES	PARKS-RECREATION	40.00
130883	HANNAHS, JESSE	REIMBURSE MEAL-CONFERENCE	TRANSPORTATION MANAGEM	15.00
130884	HARGRAVES, MARNIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	72.00
130885	HARRISON, JOHN		NON-DEPARTMENTAL	43.37
130886	HASTINGS, LAURA		UTIL ADMIN	41.62
	HASTINGS, LAURA		NON-DEPARTMENTAL	54.94
	HASTINGS, LAURA		UTIL ADMIN	155.12
130887	HD FOWLER COMPANY	RELEASE VALVE AND HARDWARE	WATER DIST MAINS	93.26
130888	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	24.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	33.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	52.80
	HENNIG, JEANINE TULL		RECREATION SERVICES	66.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	79.20
130889	HEWLETT PACKARD	PRINTER/COPIER CHARGES	PERSONNEL ADMINISTRATIO	0.19
	HEWLETT PACKARD		SEWER MAIN COLLECTION	4.80
	HEWLETT PACKARD		STORM DRAINAGE	4.80
	HEWLETT PACKARD		POLICE INVESTIGATION	5.83
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	13.52
	HEWLETT PACKARD		UTIL ADMIN	14.38
	HEWLETT PACKARD		PARK & RECREATION FAC	15.84
	HEWLETT PACKARD		POLICE PATROL	22.15
	HEWLETT PACKARD		LEGAL - PROSECUTION	36.68
	HEWLETT PACKARD		WASTE WATER TREATMENT F	51.73
	HEWLETT PACKARD		CITY CLERK	63.21
	HEWLETT PACKARD		FINANCE-GENL	63.21
	HEWLETT PACKARD		MUNICIPAL COURTS	80.02
	HEWLETT PACKARD		UTILITY BILLING	140.78
	HEWLETT PACKARD		COMPUTER SERVICES	344.78
130890	HILL, MICHAEL	UTILITY TAX REBATE	NON-DEPARTMENTAL	95.16
130891	HOLT, VERONICA		NON-DEPARTMENTAL	171.80

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130892	HUBER TECHNOLOGY	LONGO PACK BAGS	WASTE WATER TREATMENT F	578.76
130893	HUESTIS, NATASHA	REFUND CLASS FEES	PARKS-RECREATION	15.00
130894	HUMAN SERVICES	EMBEDDED SOCIAL WORKER PROGRAM	EMBEDDED SOCIAL WORKER	15,058.50
130895	HUSBY, BONNIE	UTILITY TAX REBATE	NON-DEPARTMENTAL	18.99
130896	J & B TOOLS, LLC	ADAPTER AND SOCKETS SETS	EQUIPMENT RENTAL	123.70
	J & B TOOLS, LLC	BOOTS-ERICKSON	EQUIPMENT RENTAL	200.00
	J & B TOOLS, LLC	BOOTS-HACKFORD	EQUIPMENT RENTAL	200.00
130897	JAGGAR, LARRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	90.94
130898	JENKINS, KAY	REFUND SOCCER FEES	PARKS-RECREATION	65.00
130899	JET PLUMBING	EYEWASH SHOWER AND UTILITY SINK	MAINT OF GENL PLANT	1,294.74
130900	JOHNSON, DENISE	UTILITY TAX REBATE	NON-DEPARTMENTAL	58.81
130901	JOHNSON, STEVE	REFUND CLASS FEES	PARKS-RECREATION	20.00
130902	JOYNER, GAIL	UB REFUND	WATER/SEWER OPERATION	210.55
130903	JOYNER, LINDA	UTILITY TAX REBATE	NON-DEPARTMENTAL	39.32
130904	KAISER PERMANENTE	EMPLOYMENT SCREENING	DETENTION & CORRECTION	36.00
	KAISER PERMANENTE		PRO ACT TEAM	36.00
	KAISER PERMANENTE		POLICE ADMINISTRATION	144.00
	KAISER PERMANENTE		EXECUTIVE ADMIN	294.00
130905	KAUFMAN, SUSAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	36.98
	KAUFMAN, SUSAN		UTIL ADMIN	41.62
	KAUFMAN, SUSAN		UTIL ADMIN	155.12
130906	KERKER, JESSICA	REFUND CLASS FEES	PARKS-RECREATION	25.00
	KERKER, JESSICA		PARKS-RECREATION	25.00
130907	KLAUS, BERNADETTE	UTILITY TAX REBATE	NON-DEPARTMENTAL	90.11
130908	KLEINFELDER	CIVIC CAMPUS PROJECT	CAPITAL EXPENDITURES	1,594.00
130909	KNAFLA, SHIRLEY	REFUND CLASS FEES	PARKS-RECREATION	20.00
130910	KNAFLA, VICTORIA		PARKS-RECREATION	20.00
130911	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	1,332.80
130912	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	264.00
130913	LILLARD, TRAVIS	REFUND CLASS FEES	PARKS-RECREATION	40.00
130914	LONG, JULIE K	UB REFUND	GARBAGE	19.67
130915	LONGFIELD,AUTUMN & L	UTILITY TAX REBATE	NON-DEPARTMENTAL	96.71
130916	LOVE, PATRICIA GAIL		NON-DEPARTMENTAL	72.35
130917	LOWES HIW INC	RETURN BATTERY	WATER DIST MAINS	-724.47
	LOWES HIW INC	SOCKET SET	WATER RESERVOIRS	12.94
	LOWES HIW INC	LITHO BATTERY AND BITS	WATER DIST MAINS	196.98
	LOWES HIW INC	TOOL HANGERS	WATER DIST MAINS	323.81
	LOWES HIW INC	LITHO BATTERY AND BITS	WATER DIST MAINS	724.47
	LOWES HIW INC	LITHO BATTERY	WATER DIST MAINS	744.17
130918	MACLEOD RECKORD,PLLC	PROFESSIONAL SERVICES	GMA-PARKS	103,418.28
130919	MAGAMATSU, KIYOSHI	UTILITY TAX REBATE	NON-DEPARTMENTAL	18.13
130920	MALLAHAN, MARK	REIMBURSE MEAL	SOLID WASTE OPERATIONS	15.28
130921	MARSHALL, CHARLENE	UTILITY TAX REBATE	UTIL ADMIN	41.62
	MARSHALL, CHARLENE		NON-DEPARTMENTAL	41.93
	MARSHALL, CHARLENE		UTIL ADMIN	155.12
130922	MARSHALL, LAURIE	REFUND CLASS FEES	PARKS-RECREATION	10.00
130923	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SERVICES	FIRE-EMS	330,781.20
	MARYSVILLE FIRE DIST		FIRE-GENL	677,935.22
130924	MARYSVILLE FIRE DIST	INMATE TRANSPORT	DETENTION & CORRECTION	365.80
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	365.80
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	453.30
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	453.30
130925	MARYSVILLE PRINTING	BUSINESS CARDS AND ENVELOPES	POLICE PATROL	1,046.08
130926	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE BLVD	SEWER LIFT STATION	58.39
	MARYSVILLE, CITY OF	UTILITY SERVICE-5626 61ST ST NE	PARK & RECREATION FAC	111.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	122.38

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130926	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	142.25
	MARYSVILLE, CITY OF	UTILITY SERVICE-1604 1ST ST	GMA - STREET	270.57
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	273.92
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST NE	PARK & RECREATION FAC	430.09
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	2,168.38
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	2,389.88
130927	MCCLAIN, MAE	UTILITY TAX REBATE	NON-DEPARTMENTAL	76.92
130928	MCVAYS MOBILE WELD	VALVE EXTENSIONS	WATER DIST MAINS	960.96
130929	MELTON, BRANDON	UB REFUND	GARBAGE	96.55
130930	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	1,504.54
	METCALF, SHELLEY		RECREATION SERVICES	1,504.54
130931	METHVEN, ARLOA	UTILITY TAX REBATE	UTIL ADMIN	41.62
	METHVEN, ARLOA		NON-DEPARTMENTAL	71.28
	METHVEN, ARLOA		UTIL ADMIN	155.12
130932	MILLER, MARIA	REFUND CLASS FEES	PARKS-RECREATION	21.00
130933	MILLER, PENNY	UTILITY TAX REBATE	UTIL ADMIN	41.62
	MILLER, PENNY		NON-DEPARTMENTAL	82.36
	MILLER, PENNY		UTIL ADMIN	155.12
130934	MIRANTE, WILDA		NON-DEPARTMENTAL	60.04
130935	MOON, ELLEN		NON-DEPARTMENTAL	43.90
130936	MOTOR TRUCKS	AIR VALVES	ER&R	991.95
130937	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WATER	WASTE WATER TREATMENT F	15.43
	MOUNTAIN MIST		SEWER MAIN COLLECTION	15.43
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	15.44
130938	MOYER, SHARON	UTILITY TAX REBATE	UTIL ADMIN	41.62
	MOYER, SHARON		NON-DEPARTMENTAL	65.76
	MOYER, SHARON		UTIL ADMIN	155.12
130939	MRS SHARON JURASIN		NON-DEPARTMENTAL	44.70
130940	MURPHY, BARBARA	REFUND CLASS FEES	PARKS-RECREATION	20.00
130941	NC MACHINERY COMPANY	BILLING CORRECTION	STORM DRAINAGE	-1,957.68
	NC MACHINERY COMPANY		CAPITAL EXPENDITURES	-799.62
	NC MACHINERY COMPANY	EXCAVATOR RENTAL	CAPITAL EXPENDITURES	2,394.60
	NC MACHINERY COMPANY		STORM DRAINAGE	5,986.50
130942	NEFF, LILLIAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	70.93
130943	NELSON PETROLEUM	GEAR OIL	ER&R	415.82
130944	NELSON, ELTON	UTILITY TAX REBATE	NON-DEPARTMENTAL	47.97
130945	NEWMAN, ANTHONY	REIMBURSE CDL RENEWAL FEES	GENERAL SERVICES - OVERH	102.00
130946	NORTH COAST ELECTRIC	BASE BULBS	PUMPING PLANT	26.25
	NORTH COAST ELECTRIC	BOOSTER	WATER DIST MAINS	379.40
130947	NORTH SOUND EMERG	INMATE CARE	DETENTION & CORRECTION	988.00
	NORTH SOUND EMERG		DETENTION & CORRECTION	1,037.00
	NORTH SOUND EMERG		DETENTION & CORRECTION	1,037.00
130948	NYBLOD, LOUISE	UTILITY TAX REBATE	NON-DEPARTMENTAL	74.98
130949	OFFICE DEPOT	OFFICE SUPPLIES	EXECUTIVE ADMIN	3.27
	OFFICE DEPOT		OFFICE OPERATIONS	41.47
	OFFICE DEPOT		EXECUTIVE ADMIN	69.84
	OFFICE DEPOT		POLICE PATROL	74.23
	OFFICE DEPOT		OFFICE OPERATIONS	98.27
	OFFICE DEPOT		POLICE PATROL	201.34
	OFFICE DEPOT		POLICE ADMINISTRATION	431.54
130950	OHARA, ARDIS	UTILITY TAX REBATE	NON-DEPARTMENTAL	33.51
	OHARA, ARDIS		UTIL ADMIN	41.62
	OHARA, ARDIS		UTIL ADMIN	155.12
130951	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	138.00
	OLASON, MONICA		RECREATION SERVICES	147.00
	OLASON, MONICA		RECREATION SERVICES	150.00

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130951	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	151.20
	OLASON, MONICA		RECREATION SERVICES	246.00
	OLASON, MONICA		RECREATION SERVICES	246.00
	OLASON, MONICA		RECREATION SERVICES	246.00
	OLASON, MONICA		RECREATION SERVICES	315.00
	OLASON, MONICA		RECREATION SERVICES	318.00
	OLASON, MONICA		RECREATION SERVICES	348.00
	OLASON, MONICA		RECREATION SERVICES	360.00
	OLASON, MONICA		RECREATION SERVICES	360.00
	OLASON, MONICA		RECREATION SERVICES	432.00
	OLASON, MONICA		RECREATION SERVICES	432.00
130952	OREILLY AUTO PARTS	BRAKE ROTORS AND BRAKE PADS	EQUIPMENT RENTAL	220.76
	OREILLY AUTO PARTS	REFRIGERANT	ER&R	240.22
130953	OSBORNE, STEPHANIE	REFUND CLASS FEES	PARKS-RECREATION	65.00
130954	OTAK	PROFESSIONAL SERVICES	GMA - STREET	1,358.50
	OTAK		GMA - STREET	3,554.00
130955	OTTO, MARITA	UTILITY TAX REBATE	UTIL ADMIN	41.62
	OTTO, MARITA		NON-DEPARTMENTAL	75.93
	OTTO, MARITA		UTIL ADMIN	155.12
130956	OTTO-BETZ, MARILYN		NON-DEPARTMENTAL	106.65
130957	OWEN EQUIPMENT	FRONT HUB, BRACKET AND DOGBONE	ER&R	1,454.51
130958	PARTNER CONST PROD	CRACK SEALER RENTAL	ROADWAY MAINTENANCE	1,636.50
130959	PARTS STORE, THE	FLUID	ROADWAY MAINTENANCE	107.89
	PARTS STORE, THE	FILTERS AND MIRRORS	ER&R	208.81
	PARTS STORE, THE	FLUID	ROADWAY MAINTENANCE	215.78
130960	PEDERSON, COLLEEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	52.24
130961	PILCHUCK RENTALS	JACKHAMMER RENTAL	PARK & RECREATION FAC	64.97
	PILCHUCK RENTALS	CHAINS AND SERVICE	PARK & RECREATION FAC	90.77
	PILCHUCK RENTALS	CHAINSAW AND TRIMMER	SOURCE OF SUPPLY	815.77
	PILCHUCK RENTALS	GENERATOR	WATER RESERVOIRS	1,037.40
130962	POSTAL SERVICE	POSTAGE	COMMUNICATION CENTER	3,000.00
130963	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	21.60
	POTTERY NOOK, THE		RECREATION SERVICES	84.00
130964	POURCHOT, JERI	REFUND CLASS FEES	PARKS-RECREATION	15.00
130965	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURSE	GOLF ADMINISTRATION	8,777.66
130966	PROVIDENCE EVERETT M	INMATE CARE	DETENTION & CORRECTION	2,612.72
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	5,114.04
130967	PUD	ACCT #200998532	PARK & RECREATION FAC	17.01
	PUD	ACCT #202378659	MAINT OF GENL PLANT	17.23
	PUD	ACCT #201380995	PUMPING PLANT	18.50
	PUD	ACCT #221100092	GMA - STREET	18.71
	PUD	ACCT #201065281	PARK & RECREATION FAC	26.79
	PUD	ACCT #200650745	TRANSPORTATION MANAGEM	28.34
	PUD	ACCT #201610185	TRANSPORTATION MANAGEM	31.90
	PUD	ACCT #202178158	SEWER LIFT STATION	37.12
	PUD	ACCT #220792733	STREET LIGHTING	41.07
	PUD	ACCT #202140489	TRANSPORTATION MANAGEM	45.76
	PUD	ACCT #201670890	TRANSPORTATION MANAGEM	47.08
	PUD	ACCT #200827277	TRANSPORTATION MANAGEM	51.30
	PUD	ACCT #202368536	TRANSPORTATION MANAGEM	51.81
	PUD	ACCT #202102190	TRANSPORTATION MANAGEM	53.99
	PUD	ACCT #202143111	TRANSPORTATION MANAGEM	63.17
	PUD	ACCT #220298624	STREET LIGHTING	73.82
	PUD	ACCT #200869303	TRANSPORTATION MANAGEM	79.14
	PUD	ACCT #202463543	SEWER LIFT STATION	83.78
	PUD	ACCT #202557450	STREET LIGHTING	94.30

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 2/28/2019 TO 3/6/2019

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
130967	PUD	ACCT #203231006	TRANSPORTATION MANAGEM	96.39
	PUD	ACCT #202689105	WASTE WATER TREATMENT F	117.19
	PUD	ACCT #202490637	SEWER LIFT STATION	142.15
	PUD	ACCT #202294336	STREET LIGHTING	162.09
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	165.88
	PUD	ACCT #202572327	STREET LIGHTING	170.37
	PUD	ACCT #220731285	STREET LIGHTING	180.40
	PUD	ACCT #202030078	TRANSPORTATION MANAGEM	204.52
	PUD	ACCT #220761807	OPERA HOUSE	241.20
	PUD	ACCT #200790061	PARK & RECREATION FAC	335.08
	PUD	ACCT #200084150	TRANSPORTATION MANAGEM	365.23
	PUD	ACCT #200625382	SEWER LIFT STATION	423.69
	PUD	ACCT #201021607	PARK & RECREATION FAC	432.30
	PUD	ACCT #201021698	PARK & RECREATION FAC	592.73
	PUD	ACCT #202689287	WASTE WATER TREATMENT F	707.90
	PUD	ACCT #200479541	COMMUNITY CENTER	954.43
130968	QUIL CEDA CARVERS	REFUND RENTAL FEES	PARKS-RECREATION	65.00
130969	RADIA INC PS	INMATE CARE	DETENTION & CORRECTION	35.00
	RADIA INC PS		DETENTION & CORRECTION	313.20
	RADIA INC PS		DETENTION & CORRECTION	950.00
130970	RAM SPV II, LLC	PORTABLE RENTAL	STORM DRAINAGE	436.80
	RAM SPV II, LLC		SEWER SERV MAINT	436.80
130971	REES, JEAN D	UTILITY TAX REBATE	UTIL ADMIN	41.62
	REES, JEAN D		NON-DEPARTMENTAL	65.91
	REES, JEAN D		UTIL ADMIN	155.12
130972	REGEL, RONALD		NON-DEPARTMENTAL	53.16
130973	REHM, MARY ANN		NON-DEPARTMENTAL	69.31
130974	RICOH USA, INC.	PRINTER CHARGES	WASTE WATER TREATMENT F	196.36
130975	RMT EQUIPMENT	PIPES AND TUBE	SMALL ENGINE SHOP	39.63
130976	ROBERT HALF TECHNOLO	HELP DESK SERVICES	COMPUTER SERVICES	1,230.00
130977	ROBERTS, DAVID & MAR	UTILITY TAX REBATE	NON-DEPARTMENTAL	72.41
130978	ROTH, ALLAN		NON-DEPARTMENTAL	35.15
130979	ROY ROBINSON	WRONG SALES TAX	EQUIPMENT RENTAL	-238.46
	ROY ROBINSON		EQUIPMENT RENTAL	-230.09
	ROY ROBINSON	O2 SENSOR	EQUIPMENT RENTAL	141.50
	ROY ROBINSON	SENSORS, VALVE AND LUG NUTS	EQUIPMENT RENTAL	230.09
	ROY ROBINSON		EQUIPMENT RENTAL	238.46
130980	RYAN, LINDSEY	REIMBURSE MILEAGE	PERSONNEL ADMINISTRATIO	42.57
130981	SALVADALENA, STEFANI	UTILITY TAX REBATE	NON-DEPARTMENTAL	24.32
130982	SANDHOFER, PAMELA		NON-DEPARTMENTAL	71.01
130983	SANDVIK, MORTEN		UTIL ADMIN	41.62
	SANDVIK, MORTEN		NON-DEPARTMENTAL	63.68
	SANDVIK, MORTEN		UTIL ADMIN	155.12
130984	SCORE	INMATE MEDICAL	DETENTION & CORRECTION	341.31
130985	SKALSKY, HILLARY	ENTERTAINMENT 3/9/19	OPERA HOUSE	750.00
130986	SMITH, BETTY	UTILITY TAX REBATE	UTIL ADMIN	41.62
	SMITH, BETTY		NON-DEPARTMENTAL	48.36
	SMITH, BETTY		UTIL ADMIN	155.12
130987	SMITH, KAREN L		NON-DEPARTMENTAL	48.76
130988	SOFTWAREONE INC	BARRACUDA SPAM FIREWALL RENEWALS	COMPUTER SERVICES	1,700.51
130989	SONITROL	ALARM INSPECTION & TESTING	CITY HALL	682.51
130990	SOUND PUBLISHING	ADVERTISING IN EVERETT HERALD	OPERA HOUSE	747.00
130991	SOUND SAFETY	CREDIT MEMO #1663	SOLID WASTE OPERATIONS	-188.11
	SOUND SAFETY	CREDIT MEMO #258206	GENERAL SERVICES - OVERF	-2.74
	SOUND SAFETY	WINTERTRAX ICE TRACTIONS	SOLID WASTE OPERATIONS	235.14
130992	STONEWAY ELECTRIC	LED LIGHTS & WIRE ROSE HOUSE	GMA - STREET	247.16

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 2/28/2019 TO 3/6/2019**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
130993	STRAND, DELORA	UTILITY TAX REBATE	NON-DEPARTMENTAL	55.40
130994	STRICKLAND, JAMES	EMPLOYEE REIMBURSEMENT FUEL	DETENTION & CORRECTION	22.31
130995	SUBURBAN PROPANE	TANK RENTAL	MAINTENANCE	1.09
	SUBURBAN PROPANE	PROPANE FOR JENNINGS PARK	PARK & RECREATION FAC	1,322.42
130996	SWANSON, DONNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	30.44
130997	SWICK-LAFAVE, JULIE	EMPLOYEE REIMB - JAIL SUPPLIES	DETENTION & CORRECTION	43.68
130998	TAVARES, KELSEY	CLASS REGISTRATION REFUND	PARKS-RECREATION	10.00
130999	THORLEIFSON, JOANNE	UTILITY TAX REBATE	NON-DEPARTMENTAL	64.35
131000	TRAFFIC SAFETY SUPPL	POSTS & ANCHORS FOR SIGN SHOP	TRANSPORTATION MANAGEM	2,697.24
131001	TURK, JERRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	37.57
131002	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	166.51
131003	UNITED RECYCLING	DEMO DEBRIS - CIVIC CENTER CAMPUS	CAPITAL EXPENDITURES	3,404.88
131004	VALLEM, SHELLY	CLASS REGISTRATION REFUND	PARKS-RECREATION	25.00
131005	VAN DYKE, JANET	REMAINDER OF UTILITY TAX REBATE	NON-DEPARTMENTAL	196.74
131006	VAN SOEST, JOHN	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.29
131007	VEHICLE EQUIPMENT SO	ROTARY ELECTRICAL MOTOR REPLACEMENT	EQUIPMENT RENTAL	1,051.49
131008	VERBON, RUSSELL	UTILITY TAX REBATE	NON-DEPARTMENTAL	72.57
131009	WACE	DUES	COMMUNITY SERVICES UNIT	40.00
	WACE		COMMUNITY SERVICES UNIT	40.00
	WACE		COMMUNITY SERVICES UNIT	40.00
131010	WALKER, EVA	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.81
131011	WALLING, PAULA		NON-DEPARTMENTAL	50.54
131012	WALSER, CHARLES		NON-DEPARTMENTAL	121.27
131013	WASTE MANAGEMENT	YARD WASTE SERVICES FEB. 2019	RECYCLING OPERATION	127,221.74
131014	WATERISAC	ANNUAL MEMBERSHIP	UTIL ADMIN	2,099.00
131015	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	622.72
131016	WESTERN FACILITIES	JAIL SUPPLIES	DETENTION & CORRECTION	865.98
131017	WESTERN GRAPHICS	GRAPHICS FOR VEHICLE	RISK MANAGEMENT	54.69
131018	WETLAND RESOURCES	FIELD DELINEATION, DATA SHEETS & REPORT	GMA-PARKS	1,680.00
131019	WHISTLE WORKWEAR	REPLACEMENT JEANS - M. JESSEN	UTIL ADMIN	124.37
	WHISTLE WORKWEAR		UTIL ADMIN	138.21
131020	WIDE FORMAT COMPANY	MONTHLY BASE CHARGE - FEB. 2019	UTIL ADMIN	117.94
131021	WILSON, CHERYL	UTILITY TAX REBATE	NON-DEPARTMENTAL	53.97
131022	WINTERS, JUDY	CLASS REGISTRATION REFUND	PARKS-RECREATION	25.00
131023	WOLTERS KLUWER	APA BASIC GUIDE TO PAYROLL 2019	FINANCE-GENL	685.07
131024	WOODMANSEE, LAUREN	SUPPLIES EXPENDITURE REIMBURSEMENT	OPERA HOUSE	126.16
131025	WRAY, FRANCES	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.99
131026	ZARELLA, WILLIAM		UTIL ADMIN	41.62
	ZARELLA, WILLIAM		NON-DEPARTMENTAL	43.37
	ZARELLA, WILLIAM		UTIL ADMIN	155.12
131027	ZIMBLEMAN, ERVIN		UTIL ADMIN	41.62
	ZIMBLEMAN, ERVIN		NON-DEPARTMENTAL	42.02
	ZIMBLEMAN, ERVIN		UTIL ADMIN	155.12
131028	ZWIERS, ANNA		NON-DEPARTMENTAL	72.97

**WARRANT TOTAL: 1,692,847.10**

CHECK #128871	CHECK LOST	(119.00)
CHECK #130456	INITIATOR ERROR	(1441.44)
CHECK #130489	INITIATOR ERROR	(48000.00)
CHECK #130730	WRONG VENDOR	(3554.00)


**1,639,732.66**

# *Index #4*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 25, 2019**

<b>AGENDA ITEM:</b>	
HVAC Maintenance & Repair Services Contract	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
JR Myers, Solid Waste/Support Services Supervisor	
<b>DEPARTMENT:</b>	
Public Works, Facilities	
<b>ATTACHMENTS:</b>	
HVAC Maintenance & Repair Services Contract	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
Various	\$75,000.00
<b>SUMMARY:</b>	

On January 2, 2019, the City solicited bids for the maintenance and repair of the City’s facilities HVAC systems and components. The City received two responsive bid proposals with D.K. Systems providing the lowest bid for requested services. The contract is for one year with the option to extend for three additional one-year terms.

The annual estimated contract price is \$75,000.

The contract would be effective for one year from the Notice to Proceed provided to D.K. Systems from the City.

**RECOMMENDED ACTION:**  
 Staff recommends that Council authorize the Mayor to sign and execute the HVAC Maintenance & Repair Services contract between the City of Marysville and D.K. Systems for a contract price of \$75,000.00.



## SMALL PUBLIC WORKS CONTRACT

**THIS SMALL PUBLIC WORKS CONTRACT** (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and D.K. Systems Inc., a Corporation, organized under the laws of the state of WA, located and doing business at 962 South Spruce St., Burlington, WA (the “Contractor”).

**WHEREAS**, the City desires HVAC maintenance and repair services; and

**WHEREAS**, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out, and complete the project and submitted a bid, proposal, or quote to the City to carry out the project; and

**WHEREAS**, the Contractor and the City desire to enter into this Contract for completion of the project in accordance with the terms and conditions of this Contract;

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performances contained herein, the City and the Contractor agree as follows:

**1. Scope of Work—the Project.**

The Contractor shall perform, carry out, and complete the HVAC MAINTENANCE AND REPAIR SERVICES CONTRACT Project (the “Project”) more fully described in **Exhibit A** which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

**2. Term of Contract.**

The term of this Contract is for one (1) year and shall commence the date the Owner’s Notice to Proceed is issued to the Contractor. The parties may extend the term of the Contract up to three, one-year terms upon executing a written supplemental agreement. The Contract may be terminated by either party under Section 8 or another applicable provision of the Contract.

**3. Commencement of Work.**

The Contractor shall not commence any work under this Contract until the City issues a Notice to Proceed. The City will not issue a Notice to Proceed until the Contractor satisfies the following conditions:

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.
- c. The Contractor has obtained a City of Marysville Business License and a State of Washington Unified Business Identifier number.

- d. The Contractor has provided the City with satisfactory documentation that it has industrial insurance coverage as required by Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
- e. The Contractor has provided the City with satisfactory documentation that it is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- f. The Contractor has provided the City with all certificates of insurance required under Section 13.

The Contractor must satisfy the proceeding conditions within fourteen (14) calendar days of the City providing the Contractor notice of the award of the Contract. The Contractor shall commence work on the Project within seven (7) calendar days of the City issuing the Notice to Proceed.

#### **4. Payment for Project.**

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)** including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

b. Statement of Intent to Pay Prevailing Wages. The City will not make any payment to the Contractor prior to receiving a copy of Contractor's Intent to Pay Prevailing Wages (or a Combined Intent/Affidavit if approved by the City).

c. Payments. The City will only pay the Contractor for satisfactorily completed work on the Project within the scope of the Contract Documents. Progress payments shall be based on the timely submittal by the Contractor of an invoice in a form acceptable to the City. The form shall be appropriately completed and signed by the Contractor. Invoices not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed invoice form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to retainage in accordance with subsection 7(b) below.

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to

withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

e. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director or designee as being one hundred percent (100%) complete.

f. Final Payment: Waiver of Claims. The Contractor must request all changes and equitable adjustments, as provided for in Section 6, prior to seeking final payment. The Contractor's acceptance of final payment shall constitute a waiver of the Contractor's claims, except those previously and properly made and identified by the Contractor as unsettled at the time final payment is made and accepted.

g. Maintenance and Inspection of Financial Records. The Contractor shall maintain reasonable books, accounts, records, documents, and other evidence pertaining to the costs and expenses incurred and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such records and accounts shall be subject to inspection and audit by representatives of City and the Washington State Auditor at all reasonable times and the Contractor shall provide the City copies upon request. The Contractor shall preserve and make available all such records and accounts for a period of three (3) years after final payment under this Contract.

## **5. Time is of the Essence/Liquidated Damages.**

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 2. If said work is not completed within the time specified, the City will suffer harm, and the Contractor agrees to pay the City, as liquidated damages and for each and every calendar day said work remains uncompleted after expiration of the specified time, the sum set forth in Section 1-08.9 of the 2016 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty. The City will have the right to deduct and retain the amount of liquidated damages from any amounts due or to become due to the Contractor. The Contractor shall not be liable for liquidated damages if the delay was due to causes not reasonably foreseeable to the parties at the time of contracting or causes that are entirely beyond the control and without the fault or negligence of the Contractor.

## **6. Changes.**

The City may issue a written change order for any change in the work specified in the Contract Documents during the performance of the Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City's Contract Representative within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the

Contractor fails to request a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Project.

If the City determines that the change order increases or decreases the Contractor's costs or time for completion, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order.

The Contractor accepts all requirements of a change order by (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting it within five (5) business days. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

#### 7. **Bonding and Retainage.**

a. **Payment and Performance Bond.** Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a payment and performance bond for the Total Bid Part A, **Thirty Seven Thousand Six Hundred Eighty Seven Dollars and Ten Cents (\$37,687.10)** to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

b. **Retainage.** The City shall withhold retainage in the amount of five percent (5%) of any and all payments made to the Contractor until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor's execution of this Contract.

#### 8. **Termination of Contract.**

a. **Termination.** The City may terminate this Contract and take possession of the premises and all materials thereon and finish the Project by whatever methods it may deem expedient, by giving ten (10) business days written notice to the Contractor, upon the occurrence of any one or more of the following: (1) The Contractor makes a general assignment for the benefit of its creditors, has a receiver appointed as a result of insolvency, or files for bankruptcy; (2) The Contractor persistently or repeatedly refuses or fails to complete the work herein necessary to complete the Project; (3) The Contractor fails to make prompt payment to a subcontractor for material or labor; (4) The Contractor persistently disregards instructions of the City's Contract Representative or otherwise substantially violates the terms of this Contract; or (5) The Contractor persistently disregards federal, state, or local laws, ordinances, regulations, or codes.

b. **Payment in the Event of Termination.** In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this

Contract until the work specified in the Contract Documents is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the Project and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of performance, such excess shall be paid by the City to the Contractor. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

**9. Contractor's Status as Independent Contractor.**

The Contractor is a licensed, bonded, and insured contractor as required and in accordance with the laws of the State of Washington. The Contractor is acting as an independent contractor and has the ability to control and direct the performance and details of its work in the performance of each and every part of this Contract. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Contractor and the City. No officer, employee, volunteer, agents, contractors, or subcontractors of the Contractor shall act on behalf of or represent him or herself as an agent or representative of the City. The Contractor and its officers, employees, volunteers, agents, contractors, and subcontractors shall not make a claim of City employment and shall not make a claim against the City for any employment related benefits, social security, and/or retirement benefits. The Contractor shall be solely responsible for compensating its officers, employees, volunteers, agents, contractors, and subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

**10. Prevailing Wages.**

This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding.

Department of Labor and Industries forms in compliance with Prevailing Wage requirements shall be submitted annually. Contractor shall submit an approved Intent to Pay Prevailing Wages form upon contract execution before any payment can be made. An Affidavit of Wages Paid form must be filed annually at the end of each contract year for all work completed within that contract year. Contractor will pay all fees associated with filing the forms. If any work is subcontracted on a project, Intent to Pay Prevailing Wages and Affidavit of Wages forms must be submitted by each subcontractor annually. The State of Washington prevailing wage rates for Snohomish County apply to work performed under this Contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

A copy of the applicable prevailing wage rates are available for viewing at the City and upon request, the City will mail a hard copy of the applicable prevailing wages.

**11. Contractor’s Risk of Loss.**

The Contractor understands that the whole of the work under this Contract is to be done at the Contractor’s risk. The Contractor is familiar with all existing conditions and other contingencies likely to affect the work on the Project, and has made its proposal, bid, or quote accordingly. The Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion of the Project.

**12. Indemnification and Hold Harmless.**

a. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

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

\_\_\_\_\_ (City Initials)      D.D. (Contractor Initials)

d. The provisions of this Section shall survive the expiration or termination of this Contract.

### 13. Insurance.

a. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated herein.

b. No Limitation. The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

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

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

g. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

h. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by other property insurance obtained pursuant to this Section or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

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

j. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

k. Subcontractors. The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

l. Notice of Cancellation. The Contractor shall provide the City and all additional insureds for this work with written notice of any policy cancellation within two business days of its receipt of such notice.



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

**14. Additional Responsibilities of the Contractor.**

a. Permits. The Contractor will apply for, pay for, and obtain any and all City, county, state, or federal permits necessary to commence, construct, and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for the Project.

b. Work Ethic. The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional, and workmanlike manner.

c. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local laws, ordinances, regulations, and codes. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

d. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects, damage, or failure which the City may, in its sole discretion, determine is the responsibility of the Contractor, for a period of one (1) year from the date of Final Acceptance of the Project. The Contractor is liable for any costs, losses, expenses, additional damages including consequential damages suffered by the City resulting from defects in, damage, or failure of the Contractor's work, materials, or equipment including, but not limited to, cost of materials and labor expended by the City in making repairs and the cost of engineering, inspection, and supervision by the City.

i. The Contractor is responsible for correcting all defects in workmanship, materials, or equipment discovered within one (1) year after Final Acceptance.

ii. Within seven (7) calendar days of receiving notice of a defect, the Contractor shall start work to correct such defects and shall complete the work within a reasonable time. After performing corrections, the Contractor is responsible for defects in workmanship, materials, and equipment for one (1) year after the City's acceptance of those corrections.

iii. If damage may result from delay or where loss of service may result, the City may choose to complete such corrections by contract or any other means, in which case the costs associated with correcting the defects and any damages resulting from the defects shall be borne by the Contractor.

iv. If the Contractor fails to correct a defect after receiving notice of the defect from the City or fails to bear the costs associated with correcting a defect, the Contractor will thereafter be considered non-responsible with regards to all City projects for one (1) year following the notice of the defect.

e. Compliance with Laws. The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all federal, state, or local laws, ordinances, regulations, or codes. The Contractor shall obtain a City of Marysville Business License prior to commencement of work under this Contract.

f. Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.

**15. City Ownership of Work Products.**

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of the Contractor regarding the planning, design, and construction of the Project shall be the property of the City. The Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the time the Contractor requests final payment from or upon written request from the City.

**16. Assignment and Subcontractors.**

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the work to be performed under this Contract without first obtaining the consent of the City and complying with the provisions of this Section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract Documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the Contract Documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

**17. Notices and Contract Representatives.**

All notices under this Contract shall be sent by registered or certified mail, postage prepaid, or hand-delivered to the addresses for each Contract Representative listed below. When hand delivered, notices are deemed effective on the date of receipt. When mailed, notices are deemed effective three (3) business days after deposit in the U.S. mail.

This Contract shall be administered for the City by the City's Contract Representative, JR Myers, and shall be administered for the Contractor by the Contractor's Contract Representative, **Darron Drake**. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: JR Myers  
City of Marysville  
80 Columbia Avenue  
Marysville, WA 98270

To Contractor: D.K. Systems, Inc.  
PO Box 886 / 962 S. Spruce St.  
Burlington, WA 98233

**18. Conflict and Severability.**

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

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

**19. Integration, Supersession, and Modification.**

This Contract, together with the Contract Documents, exhibits, and attachments represents the entire and integrated Contract between the parties and supersedes all prior negotiations,

representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by a written amendment properly executed by both parties.

**20. Non-Waiver.**

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

**21. Survival.**

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

**22. Third Parties.**

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

**23. Governing Law.**

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

**24. Venue.**

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

**25. Attorney Fees.**

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

**26. Authority to Bind Parties and Enter into Contract.**

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

**27. Counterparts.**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

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

DATED this 28th day of February, 2019.

**D.K. Systems, Inc.**

By:  \_\_\_\_\_  
Darron Drake  
Its: President

Attested/Authenticated:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

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

**ATTACHMENTS:**

- Proposal of Contractor
- Technical Specifications

**Exhibit A**  
**Scope of Work and Contract Documents.**

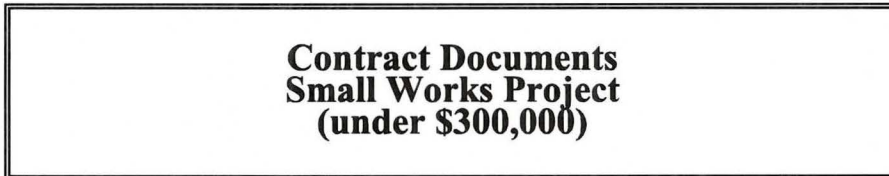
Provide HVAC maintenance and repair services for City of Marysville facilities.

Incorporated Contract Documents:

The following are incorporated by reference and the Project shall be completed in conformance therewith:

1. Contractor's Proposal/Bid Form
2. All provisions required by law whether set forth and reproduced herein or not

The Contract Documents are complementary, but specific federal and state requirements and the terms of the Contract supersede other inconsistent provisions.



#### **A. INVITATION TO BID**

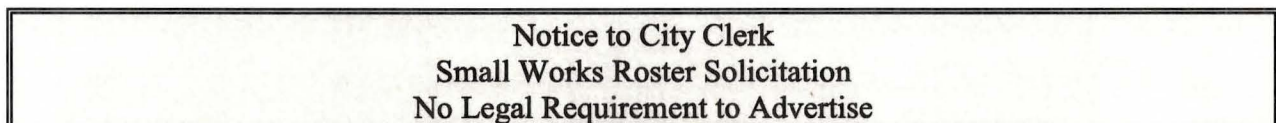
Notice is hereby given that bids (also referred to herein as “quotes”) for a one year contract to supply HVAC Maintenance & Repair Services, as more specifically described in **Section E** of the Contract Documents, will be received by email, [jrmyers@marysvillewa.gov](mailto:jrmyers@marysvillewa.gov), or hand delivery to the City of Marysville (also referred to herein as “City” or “Owner”), Attn: JR Myers, 80 Columbia Avenue, Marysville, Washington 98270, (360) 363-8100, until 10:00 a.m., Thursday, January 31, 2019.

All bids must be submitted no later than 10:00 a.m., Thursday, January 31, 2019 and must be clearly marked with the bid name. Questions on bidding procedures regarding this bid may be directed to JR Myers, Solid Waste/Support Services Supervisor at (360) 363-8173, and technical questions regarding this bid may be directed to Mike Lewis, Facilities Maintenance Worker II, at (360) 363-8254. The engineer’s estimate for the annual bid amount is \$50,000.

Only firm bids will be accepted, and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No bidder may withdraw its bid after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City further reserves the right to make bid awards to the lowest responsible bidder.

#### **SITE INSPECTION**

Bidders are required to make a physical inspection of property. A prebid tour will be conducted beginning at the Public Works Administration Bldg. at 80 Columbia AVE, Marysville WA 98270. On Thursday January 24, 2019 starting at 08:30 a.m. Call (360) 363-8277 if you need driving directions. **Attendance at the prebid tour is mandatory.**



**B. BID SUBMITTAL****B.1 OFFER**

Each bidder is required to read and understand all information in the Contract Documents and specifically information provided in Section C Information For Bidders and by submitting its bid certifies that it has done so. All sections and information must be completely and legibly filled out in all fields B.1 – B.6 in order for the bid to be considered by the City.

By submitting its bid, the bidder offers to furnish materials, equipment and services in compliance with all terms, conditions, and specifications set forth in the Small Public Works Contract and Contract Documents, **Sections A-G**.

The undersigned hereby accepts the terms and conditions as set forth in the Contract Documents. **The bid must be signed and dated by the bidder's legally authorized representative.**

FULL LEGAL NAME  
OF COMPANY D.K. Systems, Inc.

TYPE OF BUSINESS  Corporation  Partnership (general)  
 Partnership (limited)  Sole Proprietorship  
 Limited Liability Company


ADDRESS PO Box 996

CITY/STATE/ZIP Burlington, WA 98233

EMAIL ADDRESS darron@dksystemsinc.com

PHONE 360-755-1555 FAX 360-770-0950

NAME (PLEASE PRINT): Darron Drake TITLE President

SIGNED  DATE 1-30-19



## B.2 BID PRICE SHEET

Responder agrees to provide the service in compliance with the scope of work described in this solicitation for the following fixed prices as indicated below. Having carefully examined the specifications for HVAC MAINTENANCE AND REPAIR SERVICES Contract prepared by the City and having familiarized itself with the premises and conditions affecting the work, the successful bidder proposes to perform all work required for the following amounts.

### BID AWARD:

Determination of low bidder will be made on the basis of 'Total Part A plus Total Part B'. Note – The bid price sheet below reflects the Total Annual Bid Amount:

### PART A – ANNUAL PREVENTATIVE MAINTENANCE BID

Building	Location		Quarterly Bid Amount	Total Annual Bid Amount
Public Works Administration Bldg.	80 Columbia Ave	Marysville, WA	\$1,054.00	\$4,216.00
Public Works Maintenance Bldg.	72 Columbia Ave	Marysville, WA	\$208.00	\$832.00
Waste Water Treatment Maintenance Bldg.	60 Columbia Ave	Marysville, WA	\$303.50	\$1,214.00
Waste Water Treatment Effluent Pump Station	60 Columbia Ave	Marysville, WA	\$73.50	\$294.00
Waste Water Treatment Sand Filter Structure	60 Columbia Ave	Marysville, WA	\$221.50	\$886.00
Waste Water Treatment Lab Bldg	20 Columbia Ave	Marysville, WA	\$565.00	\$2,260.00
Waste Water Treatment Old Lab Bldg.	20 Columbia	Marysville, WA	\$30.00	\$120.00
Solid Waste Maintenance Bldg.	68 Columbia Ave	Marysville, WA	\$100.50	\$402.00
CD Construction Bldg.	60 State Ave	Marysville, WA	\$303.50	\$1,214.00
Senior Center Building	514 Delta Ave	Marysville, WA	\$294.00	\$1,176.00
Municipal Court Bldg.	1015 State Ave	Marysville, WA	\$738.50	\$2,954.00
City Hall	1049 State Ave	Marysville, WA	\$913.50	\$3,654.00
Police Evidence Building	1635 Grove Street	Marysville, WA	\$68.50	\$274.00
Public Safety Building	1635 Grove Street	Marysville, WA	\$1150.00	\$4,600.00
Parks Administration Office	6915 Armar Rd	Marysville, WA	\$140.00	\$560.00
Parks Maintenance Building	6915 Armar Rd	Marysville, WA	\$50.00	\$200.00
Parks Barn	6915 Armar Rd	Marysville, WA	\$50.00	\$200.00
Municipal Golf Course Maint. Bldg.	6180 84th Street	Marysville, WA	\$105.50	\$422.00
Municipal Golf Course Pro Shop	6180 84th Street	Marysville, WA	\$111.50	\$446.00
Municipal Golf Course Restaurant	6180 84th Street	Marysville, WA	\$425.50	\$1,702.00
Stilly Water Filtration Plant	17906 43rd Ave	Arlington, WA	\$572.00	\$2,288.00

Edward Springs	614 Lakewood	Marysville, WA	\$100.50	\$402.00
Delta Building	601 Delta	Marysville, WA	\$ 220.50	\$882.00
Sunnyside Treatment Plant		Marysville, WA	\$ 239.00	\$956.00
North Annex Building		Marysville, WA	\$ 103.50	\$414.00
Police Annex Building		Marysville, WA	\$ 55.50	\$222.00
Water Resources Portable Bldg.	20 Columbia Ave	Marysville, WA	\$ 55.50	\$222.00
Rotary Ranch Bldg.		Marysville, WA	\$ 55.50	\$222.00
Opera House	1225 3 <sup>rd</sup> Street	Marysville, WA	\$ 263.50	\$1,054.00
Vactor/Sewer & Storm Maintenance Modular	60 Columbia North	Marysville, WA	\$ 56.00	\$224.00
<b>SUBTOTAL</b>			<b>\$ 8,628.00</b>	<b>\$34,512.00</b>
<b>9.2 % TAX</b>				<b>\$3,175.10</b>
<b>TOTAL PART A BID</b>				<b>\$37,687.10</b>

**PART B – AS NEEDED ON-CALL /NON-EXCLUSIVE (TASK ORDER) REPAIR AND NEW INSTALLATION SERVICES (UNIT PRICE BID)**

**Provide fixed labor rates including markup for materials for repair services.**

**Unit bid rates include full labor, benefits, and all overhead operating expenses.**

**Repair and New Installation Services (Unit Price Bid)**

**Write in hourly labor rate below**

									TOTAL PART B BID
Mechanic			Apprentice			Electrician			
Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	Regular Time	O/T M-F/Sat	O/T Sun/Hol	
\$130.00	\$170.00	\$195.00	\$90.00	\$125.00	\$160.00	\$130.00	\$170.00	\$195.00	\$1,365.00

Markup for materials, equipment, software, and system components not included in annual preventative maintenance contract price: \_\_\_\_\_ 30 %

<b>TOTAL BID (PART A PLUS PART B)</b>	<b>\$39,052.10</b>
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COMPANY NAME:  D.K. Systems, Inc.

SIGNATURE OF AUTHORIZED AGENT OR OWNER: 

TITLE: President DATE: 1-30-19

**B.3 QUOTE INFORMATION**

Bidder shall complete the following:

1. Authorized Representative:

<b>Primary Contact-Contract Administration</b>		<b>Alternate Contact - Contract Administration</b>	
Name:	<u>Darron Drake</u>	Name:	<u>Tami Michelsen</u>
Telephone #:	<u>360-770-0950</u>	Telephone #:	<u>360-755-1555</u>
FAX:	<u>360-588-2418</u>	FAX:	<u>360-588-2418</u>
Email:	<u>darron@dksystemsinc.com</u>	Email:	<u>tami@dksystemsinc.com</u>

**Customer Service/P.O. Placement**

Name Service Dept.

Telephone: 360-755-1555

FAX: 360-588-2418

2. Addresses:

Orders to be sent to:	Billing will be from:	Payment to be sent to:
<u></u>	<u>D.K. Systems, Inc.</u>	<u>D.K. Systems, Inc.</u>
<u></u>	<u>PO Box 886</u>	<u>PO Box 886</u>
<u></u>	<u>Burlington, WA 98233</u>	<u>Burlington, WA 98233</u>

3. Give the address(es) from which contractor will be dispatched in the event service work is required:

D.K. Systems, Inc - 962 South Spruce St., Burlington, WA 98233

4. How long has your company been in business providing services, as stated in this contract, for customers equal to or larger than described herein?

16 Years 8 Months

## B.4 REFERENCES

**Names of references for which contracts were/are held, starting with the most recent.**

1. Company Name: City of Everett  
 Address: 3200 Cedar Ave. #5 / PO Box 12130, Everett, WA 98201  
 Contact Person: Jeff Harris - Facilities/Property Management  
 Telephone: 425-512-6167  
 Email: jeharris@everettwa.gov
  
2. Company Name: Port of Edmonds  
 Address: 336 Admiral Way, Edmonds, WA 98020  
 Contact Person: Brian Menard - Facilities MTC Manager / Chris Osterman  
 Telephone: 206-618-1460 / 425-673-2008  
 Email: bmenard@portofedmonds.org / ap@portofedmonds.org
  
3. Company Name: City of Edmonds  
 Address: 7110 - 210th St. SW, Edmonds, WA 98026  
 Contact Person: Thom Sullivan - Facilities Manager  
 Telephone: 425-275-4515  
 Email: Thom.Sullivan@edmondswa.gov

**B.5 SUPPLEMENTAL INFORMATION**

Bidder shall complete the following required information. Where additional space is needed and/or where specifically requested, submit an attached letter.

Describe your overall service capabilities in the performance of contractual requirements.

See Attached

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**CONTRACTOR WAREHOUSE:** Bidder shall indicate below the warehouse location at which material, equipment or supplies will be stored.

ADDRESS: 962 S. Spruce St.  
Burlington, WA 98233

PHONE: 360-755-1555  
CONTACT: Torrey Kyle - Warehouse



HEATING ■ AIR CONDITIONING ■ REFRIGERATION  
DESIGN ■ CONTROLS ■ SERVICE ■ MAINTENANCE  
LIC. # DKSYSI\*982L1

D.K. Systems, Inc  
P.O. Box 886 / 962 S. Spruce St.  
Burlington WA 98233

Office: (360) 755-1555  
Fax: (360) 588-2418  
www.dksystemsinc.com

January 29, 2019

#### About D.K. Systems, Inc.

D.K. Systems, Inc. was a start-up company back in May 8th 2002. We provide Design, Construction, Controls and Maintenance/Services for HVAC systems. Through the years we have more than tripled in growth – maintaining a strong core through economic downturns. We employ highly educated, skilled & licensed Journeyman Technicians and Sheet Metal Installer/Fabricators. Our service department operates at top levels for schedules, estimates, repair work and maintenance contracts. Every Service Technician is licensed in the HVAC-Refrigeration industry and completes Continuing Education Credits each year to maintain their Licenses and knowledge in the advancing technology in the field.

We are always looking for more efficient ways to operate our company and to provide better service to our clients. Our growth over the next few years will continue focusing on more efficient and State of the art technologies to encompass the solutions we provide to our customers. Where others can't, we can.

**D.K. Systems' Mission** - is a simple Philosophy. Our goal is to provide Innovation, Integrity and Expertise. We provide Design, Construction, Controls and Maintenance services for Heating, Ventilation and Air Conditioning systems. We aim at becoming a preferred contractor in the HVAC industry, benchmarked by a High level of Technology Education, Excellence and Reliability.

We believe, when we provide Exceptional service and Great quality, Good things will follow. Our employees believe in going the extra mile to provide our customers with that top-notch service. Therefore, we are nothing without customers and are privileged to have them.

**Opportunity for Success** - We have provided customers with advanced systems to meet the changing world of Technology, from Top performing, high efficient HVAC Equipment, complete Geo Thermal Loop for innovating heating options to advanced Controls and Monitoring systems for optimal performance. We are knowledgeable in all the industries top Manufactures and Brands. A few projects that encompass this work are:

- **Swinomish Indian Tribe Hotel and Casino**
- **Stillaguamish Indian Tribe – Natural Resources**
- **Puget Sound Kidney Centers**
- **MJR Development – Multiple High Rise Office Buildings**
- **City of Everett – Multiple Government Facilities**
- **Heritage Bank**
- **Skagit Regional Medical Center**

It is with great pleasure to present our company and our staff to meet your project needs with the upmost satisfaction.

**B.6 LIST OF SUBCONTRACTORS**

The Bidder shall provide a list of all subcontractors proposed to work under this contract. Only first-tier subcontractors need to be listed – the Bidder is not required to list second tier or lower subcontractors.

**Electrical** (as described in RCW 19.28)

- No work proposed
- Subcontractor: \_\_\_\_\_
- Prime contractor is licensed by the State of Washington as an electrical contractor, and plans to perform the work.

*Check all that apply:*  MBE  WBE

---

**Other Subcontractors whose dollar value of work exceeds either (a) 10% of the total project cost or (b) \$10,000.**

	Subcontractor Name	Type of Work	Approx. Value
	N/A		

**END OF BID SUBMITTAL SECTION**



## C. INFORMATION FOR BIDDERS

### C.1 GENERAL

The information provided by the City is not intended to be a substitute for the independent verification by the bidder as to the site conditions. Bidder acknowledges that there has been no reliance on City furnished information regarding site conditions in preparing and submitting its bid.

The successful bidder shall be expected to execute a contract to conduct the work in accordance with the terms and conditions of the Contract Documents.

The successful bidder will be required to sign the Small Works HVAC Maintenance, Repair, and New Installation Contract, Indemnification Addendum, and all Addenda.

Bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs.

The City of Marysville, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Questions on bidding procedures regarding this bid may be directed to JR Myers, Solid Waste/Support Services Supervisor, at (360) 363-8173, and technical questions regarding this bid may be directed to Mike Lewis, Facilities Maintenance Worker II, at (360) 363-8254.

### C.2 QUOTE SUBMITTAL

A complete quote that includes section B.1- B.6 must be completely filled out and submitted to/at 80 Columbia Avenue Marysville WA 98270, Attn: JR Myers. HVAC Quote must be received by the deadline stated in the Invitation to Bid. Quotes may be scanned and emailed to [jrmyers@marysvillewa.gov](mailto:jrmyers@marysvillewa.gov), or hand delivered. It is the bidder's responsibility to make sure that a quote is received by the deadline. Quotes received after the deadline will not be considered.

Only firm quotes will be accepted, and the City reserves the right to reject any or all quotes or waive any irregularities and informalities in the quotes submitted and accepted by the City. The bidder may not withdraw its quote after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City of Marysville reserves the right to reject any and all bids and to waive irregularities in the

bid or the bidding and to award the bid to the lowest responsible bidder. No bid bond is required.

Pursuant to RCW 39.04.350, if the City determines a bidder not to be responsible, the City will state those reasons in writing. The bidder must appeal that determination within 5 business days by presenting additional information to the City. The City will consider the additional information prior to issuing a final determination. If the final determination affirms that the bidder is not responsible, the City may not execute a contract with any bidder until 2 business days after the bidder determined not to be responsible has received the final determination.

### **C.3 TAXES AND FEDERAL EXCISE TAX**

It is incumbent on the bidder to indicate in its quote if Washington State sales tax applies. Washington State sales tax shall be shown as a separate line on the Bid Price Sheet. The City of Marysville, as a municipal corporation of the State of Washington, is exempt from federal excise tax, and such taxes shall not be included in bid prices. The City of Marysville agrees to furnish Contractor, upon acceptance of articles supplied under this Contract, with an exemption certificate, if necessary

### **C.4 TERM OF CONTRACT**

This bid is to establish a maintenance, repair and new installation services agreement for an initial term of **One (1) year** commencing the date the Owner's Notice to Proceed is issued to the Contractor. The parties may extend the term of the agreement up to three, one-year terms upon written agreement. The following apply to the Term of the Contract:

- A. If during the term of this Contract the Contractor violates any of the provisions of this Contract or fails to properly provide the services required by this Contract, the City shall advise Contractor of specific deficiencies and shall allow a reasonable period (30 days unless otherwise agreed) to correct these deficiencies to the City's satisfaction.
- B. In the event Contractor fails to correct deficiencies in the allotted time or to perform duties as required under this Contract, the City shall have the right to terminate this Contract on 30 days written notice to the Contractor.
- C. The successful bidder shall be prepared to begin the specified work, as directed by the Owner's Notice to Proceed and when all requirements have been met as referenced in C.16 Commencement of Work.

### **C.5 OVERHEAD AND PROFIT**

The amounts in the Bid Price Sheet shall include all overhead, profit, travel, bonds, insurance, and all other expenses involved in performing the Contract requirements.

## **C.6 OFFER**

The successful bidder agrees that its bid constitutes an offer to the Owner, which shall be binding for 60 days from the date of the bid opening. If the bid is accepted, the successful bidder agrees to sign the Contract and provide required forms as referenced in section C.16 within ten (10) calendar days of the receipt from the Owner of the Contract forms.

## **C.7 LICENSE/QUALIFICATIONS**

The successful bidder certifies that at the time of submitting its bid and throughout the period of the Contract, it will remain licensed by the State of Washington to perform the required work. The successful bidder further certifies that it is skilled and regularly engaged in the general class and type of work required by the Contract Documents and has the capability to successfully manage the work. The successful bidder further agrees to provide upon the request of the Owner all information related to its qualifications and those of its key personnel. The Contractor shall hold a business license to work in the City of Marysville.

## **C.8 NON-DISCRIMINATION AND COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

The Contractor agrees to comply with equal opportunity employment laws and not to discriminate against clients, employees, or applicants for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Contractor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands and agrees that if it violates this nondiscrimination provision, this Contract may be terminated by the City and the Contractor may be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

## **C.9 CONFLICT OF INTEREST**

The successful bidder certifies that its bid is in all respects fair and is made without collusion on the part of any person, firm or corporation that is a party to this bid process and that no officer or employee of the City is personally or financially interested, directly or indirectly, in the bid, or in any purposes of, or the sale of, any materials or supplies for the work to which it relates, or any portion of the profits thereof.

## **C.10 PREVAILING WAGE REQUIREMENTS**

The Contractor shall comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The hourly wages to be paid laborers, workers, or mechanics shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in Snohomish County. The latest prevailing wage rates can be found here:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

No payment will be made under this Contract until the Contractor has submitted a "Statement of Intent to Pay Prevailing Wages" (F700-029-000) that has been approved by the industrial statistician of the Department of Labor and Industries. Each invoice may include a signed statement that prevailing wages have been paid by the contractor and all subcontractors. Following the final acceptance of services rendered, the Contractor shall submit an "Affidavit of Wages Paid."

The City shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Awarded Contractor annually. In order to calculate the change in prevailing wages due to the Awarded Contractor, the Awarded Contractor shall provide to the City a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages (hourly wage rates and fringe benefits).

Statements of intent to pay prevailing wages and affidavits of wages paid shall be on forms approved by the Department of Labor and Industries. The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the City.

## **C.11 INFORMATION FOR CONTRACTOR**

Contractor shall inspect the specified work sites and review the scheduled list of equipment and the related maintenance specifications to satisfy itself as to the location of the equipment, its physical condition, and surrounding conditions before each project. If the Contractor finds facts or conditions which appear to be in conflict or omitted from the Contract Documents, it shall notify the Owner in writing as to the apparent deficiencies.

The submission of the bidder's quote shall constitute acknowledgement that the bidder has thoroughly reviewed the Contract Documents, that the bidder understands the conditions normally encountered and recognized as inherent in the requested work, and that the bidder agrees that all data and information requisite to the fulfillment of the work has been made available.

The information provided by the Owner is not intended to be a substitute for the independent verification by the Contractor as to the site conditions for each project the

Contractor may work on. Contractor acknowledges that there has been no reliance on Owner furnished information regarding site conditions in preparing and submitting the quotes.

## C.12 GENERAL PROVISIONS.

### A. Hours of Work, Notification, and Service Response Time.

All preventive maintenance, repair, and new installation work except as otherwise noted under this agreement shall be performed during regular hours defined as 7:00 AM to 4:00 PM Monday through Friday inclusive, and excluding City scheduled holidays. The Contractor shall have 24-7 monitored on-call phone service that is answered by an employee of the company or a hired on-call service representative. Pagers and answering machines are not acceptable. The following service response requirements shall be provided:

#### 1. Standard Service Repair Calls:

The Contractor shall respond on site in the City of Marysville to all standard service repair calls within a maximum of 4-hours from the time the service call is made to the Contractors home office, cell phone or answering service during regular hours defined as 7:00 AM to 4:00 PM Monday through Friday inclusive, and excluding City scheduled holidays.

#### 2. Emergency Service Repair Calls:

The Contractor shall respond on site in the City of Marysville to all emergency service repair calls within a maximum of 2-hours from the time the service call is made to the Contractors home office, cell phone or answering service 24 hours per day, 365 days per year. It is at the City's discretion to determine what is and what constitutes an emergency service call.

### B. Quotes.

Contractor shall provide a quote for all City requested repair and new installation work, other than repair work that is the Contractor's responsibility under Subsection E.10 3 of the Specifications, using the unit rates as bid in section B.2 Part B. If a quote price is satisfactory to the City, then the City will issue a Purchase Order authorizing the work to be completed by the Contractor. If a quote is not satisfactory to the City then the City reserves to right to solicit other quotes from competitor Contractors and award the work to other competitor Contractor whose quote is lowest for all repair and/or new installation service work.

All repair and/or new installation work that exceeds the total amount of \$34,999.00, including tax, for the one year Contract term or for any one year Contract extension will be competitively bid outside of this Contract.

### C. Background Checks.

Contractor must submit all employees and sub-contractor employees to a full Washington State Patrol background check including fingerprinting at their own expense. Contractor employees and sub-contractor employees must pass this background check to the satisfaction of the City before work can be performed by said employees within City property.

D. Uniforms and Identification.

Contractor and sub-contractor employees must carry picture identification on their person and wear a uniform with the Contractor's company name clearly displayed on the uniform while performing work on City property.

E. Debris.

All debris generated by the Contractor will be confined to the work zone and removed from site by the end of each working day. Parts and equipment storage areas will be kept clean and organized. Old used parts, packaging, and miscellaneous debris must be removed from site by the end of each working day.

F. City Owned Equipment and Materials.

All prints, plans and drawings that are furnished by the City for use by the Contractor will be returned to the City when requested and at the conclusion of the Contract. These items are owned by the City of Marysville and will remain on the premises in their respective buildings or other convenient place designated by the City. The City will not loan equipment or tools to the Contractor for their use on City projects. The Contractor will be required to provide all equipment and tools such as, but not limited to lifts, ladders, and vehicles.

G. Employees of Contractor to be Satisfactory.

Contractor agrees all work shall be performed by and under the supervision of skilled, experienced maintenance service and repair persons directly employed and supervised by Contractor. Any and all employees performing work under this Contract shall be satisfactory to Owner, and if not, shall be replaced by the Contractor.

H. Contractor to Comply with Laws.

In the performance of this Contract, the Contractor agrees it will abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is being performed.

I. Owner's Right to Inspect and Require Work.

Owner reserves the right to make such inspections and tests whenever necessary to ascertain the requirements of this agreement are being fulfilled. Deficiencies noted and agreed to by the Contractor must be promptly corrected at Contractor's expense.

If Contractor fails to perform the work required by the terms of this agreement in a diligent and satisfactory manner, Owner may, after 10 days' written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder. Contractor agrees it will reimburse Owner for any expense incurred therefore, and Owner may deduct the amount expended from any sum owing Contractor. The waiver by Owner of a breach of any provision of this agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. A qualified HVAC Maintenance Specialist acceptable to both parties may be retained by Owner to mediate disputes.

J. Commencement of Work.

Work shall not proceed under this Contract until the following conditions have been met by the Contractor, at which time a Notice to Proceed letter will be issued by the City:

- A. Contract and Indemnification Addendum are signed.
- B. A Certificate of Insurance together with a CG2010 endorsement or equivalent has been found acceptable by the City.
- C. A copy of the Contractor's Intent to Pay Prevailing Wages has been provided to the City of Marysville.
- D. The Contractor has a City of Marysville Business license and UBI number.
- E. Confirmation of a current L&I contractor's license.

These conditions must be met within ten (10) calendar days of Contract execution.

K. Payment.

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

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

**C.13 SPECIAL PROVISIONS**

- A. Licenses and Permits. The Contractor must have a current City of Marysville Business License before commencement of any work. The Contractor also represents that it is a licensed, bonded and insured contractor as required by the State of Washington. Before any work is performed the Contractor must file for all applicable permits, coordinate inspections and final acceptance, and be financially responsible to pay all required fees.

- B. Facilities and Code Compliance. All HVAC maintenance, repair, and new installation work shall be performed in accordance with accepted industry practice in a safe manner, and shall meet all requirements of the Washington State Uniform Building Codes (UBC, UMC, UPC), ASHRAE, International Fire Code, International Electrical Code and all other applicable codes that involve maintenance, repair, and installation of new HVAC systems and their associated support systems.
- C. Work Ethics. All work is to be performed in a professional and workmanlike manner at all times. No alcohol and or drugs shall be allowed or used on City property. Foul language or discriminatory remarks, demeaning gestures of any kind, loud music, and dogs will not be permitted on City property.
- D. Prevailing Wages. Contractor agrees to pay prevailing wages as required by RCW 39.12 and RCW 49.28 and to require any and all subcontractors to pay prevailing wages. Prior to project close out, Contractor will certify that prevailing wages, as required by applicable law, have been paid on the work. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Final annual payment will be made in accordance with the requirements of RCW 39.12. Current prevailing wage information is available at [www.lni.wa.gov/prevailingwage](http://www.lni.wa.gov/prevailingwage).
- E. Change Orders. Equipment, buildings, or sites may be added or deleted during the course of this Contract and shall be based on the same price structure as set forth in Section B.2 of this Contract. All Contractor requested change orders shall be made in the form of a written request, submitted by the Contractor to the City for review. Contractor shall use Section B.2 Price Sheets when requested adjustments. The City will then make a written determination to approve or reject said change order prior to any action by the Contractor.
- F. Warranty and Guarantee of Work. The Contractor warrants its maintenance, repair, and new installation services work against all defects in workmanship and material for 1 year after completion, and guarantees payment of all obligations occurred in each contract term. The Contractor shall remedy any defects in its work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness. The Contractor shall extend its labor and materials warranty to match all manufacturer warranties for all equipment and materials the Contractor installs during the terms of this contract.

**C.14** NOT USED

**C.15 SUBCONTRACTORS**

The Contractor shall perform with its own organization all of the work set forth herein for HVAC maintenance and repair services and shall sublet or assign only electrical work to a subcontractor.



**C.16 COMMENCEMENT OF WORK**

Work shall not proceed under this Contract until the following conditions have been met by the Contractor, at which time a Notice to Proceed letter will be issued by the City:

- A. Contract and Indemnification Addendum are signed.
- B. A Certificate of Insurance together with a CG2010 endorsement or equivalent has been found acceptable by the Public Works Director or designee.
- C. A copy of the Contractor's Intent to Pay Prevailing Wages has been provided to the City of Marysville.
- D. The Contractor has a City of Marysville Business license and UBI number.
- E. Confirmation of a current L&I contractor's license.

These conditions must be met within ten (10) calendar days of the award of the Contract

**D. NOT USED**

**E. SPECIFICATIONS**

**E.1 SCOPE AND INTENT:** The services to be performed by the Contractor under this Contract shall consist of furnishing all labor, equipment, tools and materials in performing all operations in connection with the examination, complete preventative maintenance, repairs, and new installation of HVAC systems and equipment as outlined herein. It is to be understood that the intent of this Contract is to provide reliable, safe, and quality services at all times.

**E.2 LOCATION OF WORK:** All City buildings, as described in section B.2 Part A and equipment therein as referenced in Exhibit 4.

**E.3 COMPETENCY OF CONTRACTOR:** The importance of performing safe and satisfactory services at all times requires that services will be performed by a HVAC contractor who has satisfactorily performed examinations, complete preventative maintenance, repairs, and new installation of HVAC systems and equipment. The City requires the Contractor to complete all types of services as identified in the Contract and demonstrate that it has available under its direct employment and supervision, the necessary competent personnel who have received thorough instruction, certifications, and licenses with the State of Washington. Contractor personnel must be able to demonstrate knowledge of HVAC systems and equipment services and personal ability to maintain, repair, and install new services in a safe and professional manner.

**E.4 WARRANTIES:** Contractor will submit a copy to the City of all warranties within 10 calendar days from installation of items required to maintain, repair or installation of new HVAC systems and components. Unless otherwise specified, The Contractor warrants his maintenance, repair, and new installation services work against all defects in workmanship and material for 1 year after completion, and guarantees payment of all obligations occurred in this project until final acceptance of the work, and for one year thereafter. All materials or equipment provided shall be new, unused, and of the latest model or design and of recent manufacture. In the event of conflict between a provision of a warranty and a provision of these Contract Documents, the provision that affords the City maximum benefits shall prevail. The Contractor shall extend its labor and materials warranty to match all manufacturer warranties for all equipment and materials the Contractor installs during the terms of this contract.

**E.5 HAZARDOUS MATERIALS DISPOSAL:** The Contractor shall comply with all City codes and requirements including Department of Ecology (DOE) and Puget Sound Clean Air Agency (PSCAA) requirements for disposal of hazardous materials. The Contractor shall contact the required agencies for proper disposal procedures.

**E.6 PROJECT COORDINATION:** The Contractor shall consult with the Owner to determine any particular scheduling or coordination conditions which may arise during the period in which the work is to be conducted. The Contractor shall coordinate planning and scheduling of the work to minimize disruption to the Owner. The Contractor shall coordinate scheduling, permitting, project mobilization, parking, material and equipment storage areas, site safety plan, and all related processes required for completing the work.

The Contractor shall coordinate all work required of subcontractors to assure efficient and orderly sequence of required work elements. The Contractor shall verify that the elements of interrelated operating equipment are compatible to insure proper operation of equipment as a system.

**E.7 PROJECT COORDINATION:** The Contractor shall prepare and submit a Preventative Maintenance Plan and Schedule within thirty (30) calendar days following award of the Contract. The Preventative Maintenance Plan and Schedule shall include a separate horizontal time scaled bar chart for each site as listed in section B.2 Part A and shall identify the duration for completing each building and when each building quarterly maintenance will be performed on an annual basis. The Owner shall review and return the plan and schedule with comments as appropriate within seven (7) calendar days after receipt. If required, the Contractor shall resubmit the plan with changes within seven (7) calendar days for final approval. The plan and schedule shall be updated within (7) calendar days as required when changes in the contract and/or work related to buildings have been made.

**E.8 REPORTING:** The Contractor shall meet with the Public Works Manager or designee quarterly to review the Inspection Report Forms Exhibits 1 & 2 for routine maintenance and repair services performed. Contractor shall also provide Exhibit 4 forms with initials and dates for when equipment was inspected and serviced. These meetings shall take place within 2-working days after completing each quarterly maintenance cycle or at completion of a repair or new installation project. Reports forms shall be in accordance with the formats indicated in Exhibits 1, 2, and 3 of this Contract or as otherwise approved in writing by the Public Works Manager or designee.

**E.9 FACILITIES:** Contractor shall confine operations to designated storage and defined work areas. All work areas shall be kept clean and orderly. All safety procedures and codes to insure safety of all site personnel shall be implemented by the Contractor.

Contractor materials and activities shall not block any exit unless otherwise arranged or impair floor to floor fire separation while the building is normally occupied. No flammable liquids or compressed gases shall be used by the Contractor, except as allowed for under Fire Department permit.

The Contractor shall store all equipment and materials neatly, when not in use or until utilized, in areas set aside for storage, and suitably protected from damage. The Contractor shall not store Owner furnished material and equipment for use in conducting the work at offsite storage sites without the Owner's prior approval of the designated storage area and related security provisions.

The Contractor shall provide for public protection as required by law and ordinance suitable barriers, safety guard and warnings in conducting all maintenance and service work. All required warning signs, barricades, and other temporary apparatus necessary for proper completion of the work shall be furnished by the Contractor.

#### **E.10 MAINTENANCE AND SERVICE PROCEDURES:**

1. The Contractor shall perform maintenance and repair services on all equipment listed in Exhibit 4. The Contractor shall perform maintenance and service procedures as directed in this Contract and for specific individual equipment listed in Exhibit 3 and on the frequencies indicated.
2. The Contractor shall provide complete maintenance services on a quarterly schedule that routinely and systematically examines, cleans, lubricates, adjusts, performs diagnostics, programs, checks pressures, replace belts and filters, wash all filters including filters in jail facility, and maintains the equipment as outlined in this Contract.
3. The Contractor shall perform repair and new installation work either scheduled, on a standard service repair call, and/or emergency service repair call, when requested by a City representative, as conditions warrant, and as authorized by a Purchase Order issued by the City; provided, however, that the Contractor shall repair and/or replace at its own expense equipment and components required in the preventative maintenance program of this Contract that are damaged, fail, or are consumed, except for the following:
  - A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, their employees, subcontractors, servants or agents, or other causes including vandalism, equipment alteration, hurricane, earthquake, theft, sabotage, fire, water damage, accident, acts of God, labor disputes or other related damage beyond the Contractor's control, except for normal use.
  - B. A guarantee of room conditions or system performance, unless improper conditions or performance are directly attributable to improper service, repair, or maintenance of the equipment by the Contractor.
  - C. Water treatment unless specifically included as part of this specification.
  - D. Repairs or replacement of components made necessary as a result of electrical power failure, low voltage conditions, fault currents, low or high water pressures, or freezing weather.
  - E. The inspection, maintenance, repair or replacement of non-maintainable components, including castings, heat exchanger shells, tube bundles, valve bodies, coils, structural supports, storage tanks, main electrical service, piping, duct work, boiler shell and tubes, cabinets, boiler refractory material, and other similar items.
  - F. The inspection, maintenance, repair or replacement of motor starting equipment and interconnecting power wiring, unless specifically included in this Agreement.
  - G. Repairs or service required as a result of problems caused by utility services needed for the operation of the equipment in this Agreement.
  - H. Repairs or service required as a result of problems caused by the failure, misadjustment, or deficiencies in other equipment not specifically included in this specification.
  - I. Structural alterations to the building or premises that affect the operation and/or performance of the equipment under this Agreement.
  - J. Responsibility for the design of existing equipment systems.
  - K. Equipment that becomes non-repairable due to unavailability of replacement parts, or support by the manufacturer.

- L. Repair or replacement of communication, life safety, fire alarm systems, telephone instruments, alarm signals, smoke detectors, and related systems and devices that may be interconnected with the equipment under this Agreement.

4. When, corrective action is the responsibility of the Contractor as provided in Subsection E.10 3 above, the Contractor shall proceed immediately to contact a City representative to make (or cause to be made) replacements, repairs, and corrections and provide a completed Exhibit 2 form. When such work is determined not to be the Contractor's responsibility, the City may request that Exhibit 2 be prepared and immediately delivered to the Owner for further action, unless a safety or potential safety problem exists, in which case the Contractor shall immediately correct the problem at the least expense possible to the Owner.

5. In performing work under this Contract, the Contractor agrees to provide parts recommended by the equipment manufacturer for replacement or repair and to use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the Owner.

Parts and equipment requiring repair shall be replaced or rebuilt to "as new" condition. No parts or equipment covered under this Contract may be permanently removed from the jobsite without written approval by the Owner. This does not include renewal parts stocked on the job by Contractor which shall remain its sole property until installed for use on the equipment.

#### 6. Special Maintenance Conditions

- A. The Contractor shall use Exhibit 4 equipment list as a preventive maintenance work log and initial and date each entry on the list and provide a copy to the Public Works Manager or designee at completion of each quarterly cycle. This log shall be submitted along with Exhibit 1 forms.
- B. State and/or City inspection fees shall be paid by the Contractor. Fees for reinspection due to failure to eliminate deficiencies covered by this maintenance agreement will be paid by the Contractor.
- C. Contractor shall maintain information contained in Exhibit 4. Contractor shall validate current information and add data when discovered for existing equipment and add data for new equipment when installed.

#### 7. Summary of Work for Preventive Maintenance

The Contractor shall provide all supplies, materials, labor, labor supervision, tools, equipment, including test equipment, subcontracted technical assistance, and lubricants necessary to provide full preventative maintenance for all HVAC systems, refrigeration compressors and associated hardware and software as described within this Contract, more specifically for equipment listed in Exhibit 4, and as specified in Exhibit 3, and as required below:

- A. The Contractor shall provide all maintenance and monitoring services to keep the temperature control systems (including drive units, hardware/software, PC hardware/software systems, and modems), heating cooling and ventilation systems,

- and refrigeration compressors in optimum operating condition in accordance with manufacturer specifications and building temperature control requirements.
- B. The Contractor shall not be relieved of all responsibility for properly estimating the cost of performing the services required to meet the requirements of these specifications because of failure to investigate the conditions or become familiar and acquainted with all of the HVAC equipment, refrigeration compressors, and associated hardware and software information concerning the maintenance and service to be performed.
  - C. The Contractor shall check filters quarterly and furnish, replace, and/or clean as needed. This includes all washable filters. Filters will be purchased and delivered to the site by the Contractor. Filter change interval shall not exceed three (3) months or as delineated by the frequency requirements of each equipment maintenance and service schedule.
  - D. The Contractor shall check V-belts or other consumable flexible drive apparatus quarterly and replace as required. Replacement belts and/or other consumable flexible drive apparatus shall be furnished by the Contractor.
  - E. The Contractor shall provide all equipment necessary to perform required work such as ladders, tools, test equipment, manlifts, and safety equipment. The City of Marysville will not loan equipment to the Contractor.
  - F. Contractor shall comply with all regulations outlined in ANSI/ASHREA Standard 62-201 Ventilation for Acceptable Indoor Air Quality.
  - G. Each quarterly cycle Contractor shall examine each piece of equipment and device to see that it is functioning properly and is in good operational condition including pressure checks.
  - H. Clean and maintain all equipment and related system components free of dust, dirt, and scale, and rust, oxidation, leaking oils or old lubricants.
  - I. Lubricate all equipment with manufacturer's specified lubricant where needed and to equipment specifications to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
  - J. Check all thermostats and make sure they are functioning properly. Adjust time clocks and setback times as required.
  - K. The Contractor shall maintain the equipment list as referenced in Exhibit 4 and provide a copy of the recorded services with each billing invoice.

## **END OF SPECIFICATIONS SECTION**

**F. NOT USED**

Inspection Report Form - Routine Maintenance and Service

Contract Name _____		Contract # _____		Account Manager _____	
Building Name _____		Effective Date _____		Service Technician(s) _____	
Building Address _____		_____		_____	
_____		_____		_____	
Site Contact _____		Phone Number _____		Report Date _____	

Equipment	Model/Serial	Location	Area Served	Service Period				Comments
				1	2	3	4	

Building Comments	Task Labor Hours	Hours	
		Regular	Overtime
	Routine Service	_____	_____
	Change Filters	_____	_____
Clean Coils	_____	_____	
Emergency Service	_____	_____	

Problems (Related to Service Contract)	For the Contractor
	Submitted By _____
	Approved By _____
For the Owner	
Reviewed By _____	
Accepted By _____	



**Inspection Report Form - Non-Routine Maintenance and Service**

Contract Name _____		Contract # _____		Account Manager _____	
Building Name _____		Effective Date _____		Service Technician(s) _____	
Building Address _____				_____	
_____				_____	
_____				_____	
Site Contact _____		Phone Number _____		Report Date _____	
_____				_____	
_____				_____	
Equipment	Model/Serial	Date	Problem	Resolution	Hours Regular Overtime
Service Comments				For the Contractor	
				Submitted By _____	
				Approved By _____	
				For the Owner	
Reviewed By _____					
Accepted By _____					

**EXHIBIT 2**

## **EXHIBIT 3**

### **CENTRAL FAN SYSTEMS**

Routine Inspection Procedures:

Frequency: Annually

1. Check and clean fan assembly.
2. Lubricate fan bearings per manufacturer's recommendations.
3. Lubricate motor bearings per manufacturer's recommendations.
4. Check belts and sheaves. (Replace and adjust as required.)
5. Tighten all nuts and bolts
6. Check motor mounts and vibration pads. (Replace and adjust as required.)
7. Check motor operating conditions.
8. Inspect electrical connections and contactors.
9. Lubricate and adjust associated dampers and linkage.
10. Check fan operation.
11. Clean outside air intake screen.
12. Check and clean drains and drain pans
13. Inspect filters.
14. Check heating and cooling coils.

### **EXHAUST FANS**

Routine Inspection Procedures:

Frequency: Quarterly

1. Lubricate fan bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Check belts and sheaves. (Replace and adjust as required.)
4. Clean outside air intake screen.
5. Inspect filters. (As applicable)
6. Check humidifier. (As applicable)

## **EXHIBIT 3 (CONTINUED)**

### **PUMPS**

Routine Inspection Procedures:

Frequency: Annually

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Tighten all nuts and bolts. Check motor mounts and vibration pads. (Replace and adjust as required.
4. Visually check pump alignment and coupling.
5. Check motor operating conditions.
6. Inspect electrical connections and contactors.
7. Check and clean strainers and check hand valves.
8. Inspect mechanical seals or inspect pump packing. Replace and adjust as required.
9. Verify gauges for accuracy.

Frequency: Semi-Annually

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Check suction and discharge pressures.
4. Check packing or mechanical seal.

### **TEMPERATURE CONTROL/DIGITAL MANAGEMENT SYSTEMS**

Routine Inspection Procedures:

Frequency: Quarterly

1. Functionally test start/stop points.
2. Functionally test status points.
3. Verify and calibrate analog sensors.
4. Verify operation of loop points; tune as needed.

## EXHIBIT 3 (CONTINUED)

### TEMPERATURE CONTROL/DIGITAL MANAGEMENT SYSTEMS

Frequency: Quarterly

1. Clean interior of panels
2. Check all electrically/mechanical connections.
3. Print and clear service alarms.
4. Print status alarms.
5. Print analog log.
6. Check operation of panel modem.
7. Verify holiday schedules with owner.
8. Verify time of day schedules (all start-stops).
9. Perform battery test.
10. Perform database save onto floppy.
11. Submit logs to owner for review.

#### **Pneumatic Systems:**

12. Inspect all pneumatic tubing in automation panels for oil or water.
13. Verify pneumatic input devices calibrate PI cards.
14. Verify and calibrate pneumatic output cards.
15. Update and calibrate pneumatic output cards.

### REMOTE MONITORING VIA MODEM

Routine Inspection Procedures:

Frequency: Weekly

1. Monitor all EMCS controlled building systems.
2. Five (5) on demand call ups for checks, changes and adjustments of the system.

**EXHIBIT 3 (CONTINUED)****REFRIGERANT RECOVERY/RECYCLING**

## Refrigerant Venting Requirements:

Make every effort to eliminate, or vigorously reduce the emission of CFC, HCFC and HFC refrigerants to the atmosphere resulting from installation, operation, routine maintenance or major service on all air conditioning and refrigerating equipment. Act in a responsible manner to conserve refrigerants for continued use even when acceptable alternatives are available.

Conservation and emission reduction will be accomplished by the following operation, maintenance and service procedures:

1. Recovery equipment will be used whenever refrigerant is removed from air conditioning or refrigerating equipment. Refrigerant will never be released to the atmosphere. Refrigerant that is recovered will be reused. Recycled for reuse, reclaimed or properly destroyed.
2. Only approved recovery equipment and containment vessels will be used. Containment vessels will not be filled beyond 80% capacity. All applicable transportation standards will be complied with when shipping refrigerant containers. All mechanics will be properly trained on recovery equipment operation prior to use.
3. Notify the owner immediately upon discovery of a possible refrigerant leak. When performing a leak check, ultrasonic detection will be used whenever possible to avoid common practice of leaks checking with trace refrigerant and nitrogen.
4. Do not use refrigerants to clean system components or parts. Refrigeration system clean up will be accomplished through the use of filters and driers.
5. Take care to use clean and leak free equipment (such as gauges, hoses, and use of filters, driers, vacuum pumps and recycling equipment) during service work.
6. Employ only the latest air conditioning and refrigeration equipment enhancements, conversion refrigerants and manufacturer's recommendations, which will reduce refrigerant emissions and increase equipment-operating efficiencies.

**EXHIBIT 3 (CONTINUED)****WALK-IN FREEZER/COOLER**

Routine Inspection Procedures:

Frequency: Quarterly

1. Check temperatures, pressures, voltages and amperages, etc.
2. Tighten all starter terminals and check contacts for wear.
3. Check crankcase heater (where applicable).
4. Inspect evaporator and condenser fans.
5. Inspect evaporator and condenser coils
6. Lubricate fan bearings (where applicable).
7. Inspect and adjust belt alignment and tension.
8. Review equipment condition with the customer and provide recommendations for any uncorrected deficiencies.

**SPLIT SYSTEM UNITS/HEAT PUMPS**

Routine Inspection Procedures:

Frequency: Quarterly

1. Check temperatures, pressures voltages and amperages, etc.
2. Tighten all starter terminals and check contacts for wear.
3. Check crankcase heater (where applicable).
4. Inspect evaporator and condenser coils.
5. Inspect evaporator and condenser fans.
6. Lubricate fan bearings (where applicable).
7. Inspect and adjust belt alignment and tension.
8. Replace filters.
9. Review equipment condition with the customer and provide recommendations for any uncorrected deficiencies.

## EXHIBIT 3 (CONTINUED)

### PACKAGED HVAC SYSTEM WITH GAS HEAT (20 TONS AND UNDER)

Routine Inspection Procedures:

#### HEATING SECTION

Frequency: Quarterly

1. Check unit safety and operating controls.
2. Tighten control panel terminals.
3. Check crankcase heater.
4. Replace filters.
5. Check operation of gas train components.
6. Check burner sequence of operation
7. Check combustion blower (where applicable).
8. Lubricate combustion blower motor bearings (where applicable).
9. Visually inspect heat exchanger.
10. Check flue gas passage ways.
11. Visually check pilot flame.
12. Check operation of evaporator fan motor, starter and belts.

#### COOLING SECTION

Frequency: Quarterly

1. Check temperatures, pressures, voltages and amperages, etc.
2. Check unit safety and operating controls.
3. Check compressor motor megohm readings.
4. Check evaporator fan motor megohm readings.
5. Check main starter, tighten all starter terminals, and check contacts for wear.
6. Tighten control panel terminals.
7. Check crankcase heater.
8. Inspect evaporator and condenser coils.
9. Lubricate fan bearings.
10. Inspect belt alignment and tension.
11. Replace filters.
12. Report to operator any uncorrected deficiencies noted.
13. Inspect drain pan.

### **EXHIBIT 3 (CONTINUED)**

#### **PACKAGED HVAC SYSTEM WITH GAS HEAT (OVER 20 TONS)**

Routine Inspection Procedures:

Frequency: Quarterly

1. Check unit safety and operating controls.
2. Tighten motor terminals.
3. Check crankcase heater.
4. Check damper operation. Lubricate and adjust as required.
5. Replace filters.
6. Check operation of gas train components.
7. Check burner sequence of operation
8. Lubricate combustion blower motor bearings.
9. Visually inspect heat exchanger and flue gas passageways.
10. Check operation of evaporator fan motor, starter and belts.
11. Check operating log of temperatures, pressures, voltages and amperages, etc.
12. Check compressor motor megohm readings.
13. Check main starter; tighten all starter terminals.
14. Inspect evaporator and condenser coils.
15. Lubricate fan bearings.
16. Inspect and adjust belt alignment and tension (replace if required).
17. Inspect drain pan.

#### **GAS FURNACES**

Routine Inspection Procedures:

Frequency: Quarterly

1. Test operating and safety controls.
2. Replace air filters.

Frequency: Annual - fall

1. Lubricate blower.
2. Inspect and lubricate draft fan and verify proper operation.
3. Inspect combustion chamber.
4. Check integrity of heat exchangers.
5. Check igniter or pilot light and safety.
6. Clean draft fan.
7. Inspect burner condition.
8. Inspect combustion air openings for obstructions.
9. Clean combustion chamber and check for possible cracks and /or rusting.



## **EXHIBIT 3 (CONTINUED)**

### **WATER COOLER**

Routine Inspection Procedures:

Frequency: Quarterly

1. Clean basin, enclosure and bubbler.
2. Check compressor and evaporator for proper operation.
3. Check and verify water temperature is as specified by manufacturer.

### **ELECTRIC HEATERS/BASEBOARD**

Routine Inspection Procedures:

Frequency: Quarterly

1. Inspect and check contactors.
2. Inspect heating elements.
3. Clean heating elements and test for proper operation.
4. Check fan for proper operation (if applicable).

### **GAS UNIT & RADIANT HEATERS**

Routine Inspection Procedures:

Frequency: Quarterly

1. Test operating and safety controls.
2. Lubricate blower.
3. Inspect and lubricate draft fan and verify proper operation.
4. Inspect combustion chamber.
5. Check integrity of heat exchangers.
6. Check igniter or pilot light and safety.
7. Clean draft fan.
8. Inspect burner condition.
9. Inspect combustion air openings for obstructions.
10. Clean combustion chamber and check for possible cracks and /or rusting.

**EXHIBIT 3 (CONTINUED)****PACKAGED TERMINAL HEAT PUMP**

Routine Inspection Procedures:

Frequency: Quarterly

1. Test operating and safety controls.
2. Clean exposed surfaces of units & replace air filters.
3. Vacuum clean coils and inside of cabinets.



**EXHIBIT 4**

PUBLIC WORKS ADMINISTRATION BLDG. - EQUIPMENT LIST																	
Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		PTHP-1	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-07	Exterior wall of Bldg	Washable						208	1	
		PTHP-2	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-07	Exterior wall of Bldg	Washable						208	1	
		PTHP-3	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-12	Exterior wall of Bldg	Washable						208	1	
		PTHP-4	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-15	Exterior wall of Bldg	Washable						208	1	
		PTHP-5	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-15	Exterior wall of Bldg	Washable						208	1	
		PTHP-6	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-15	Exterior wall of Bldg	Washable						208	1	
		PTHP-7	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-15	Exterior wall of Bldg	Washable						208	1	
		PTHP-8	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-21	Exterior wall of Bldg	Washable						208	1	
		PTHP-9	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-15	Exterior wall of Bldg	Washable						208	1	
		PTHP-10	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-12	Exterior wall of Bldg	Washable						208	1	
		PTHP-11	1	Packaged Terminal Heat Pump	Trane	Heat Pump	PTHC-15	Exterior wall of Bldg	Washable						208	1	
		HP-1	1	Heat Pump	Trane	Heat Pump	TWE018C	Mens bathroom	20X20X1 (1)						208	1	1/8
		CU-1	1	Condensing Unit	Trane	Condensing Unit	TTRO36C100A3	Exterior of Bldg	None		36.5	24.0			208	1	1/4
		CU-2	1	Condensing Unit	Trane	Condensing Unit	TTRO18D100A1	Exterior of Bldg	None		18.7	13.4			208	1	1/8
		CU-3	1	Condensing Unit	Trane	Condensing Unit	TTRO30C100A	Exterior of Bldg	None		31.2	21.9			208	1	1/5
		CU-4	1	Condensing Unit	Trane	Condensing Unit	TTRO36C100AO	Exterior of Bldg	None		35.6	24.0			208	1	1/4
		CU-5	1	Condensing Unit	Trane	Condensing Unit	TTRO18D100A2	Exterior of Bldg	None		35.6	24.0			208	1	1/4
		CU-6	1	Condensing Unit	Trane	Condensing Unit	TTRO30C100A	Exterior of Bldg	None		31.2	21.9			208	1	1/5
		CU-7	1	Condensing Unit	Trane	Condensing Unit	TTRO30C100A3	Exterior of Bldg	None		31.2	21.9			208	1	1/5
		CU-8	1	Condensing Unit	Trane	Condensing Unit	TTRO36D100A3	Exterior of Bldg	None		35.6	24.0			208	1	1/4
		F-1	1	Furnace	Trane	Furnace	XE-80	Above ceiling	12X24X2(1)	1160			60	47	115	1	1/3
		F-2	1	Furnace	Trane	Furnace	XE-80	Above ceiling	12X24X2(1)	648			60	32	115	1	1/5
		F-3	1	Furnace	Trane	Furnace	XE-80	Above ceiling	12X24X2(1)	1053			60	32	115	1	1/3
		F-4	1	Furnace	Trane	Furnace	XE-80	Above ceiling	12X24X2(1)	1160			60	47	115	1	1/3
		F-5	1	Furnace	Trane	Furnace	XE-80	Above ceiling	16X25X2(1)	1160			60	47	115	1	1/3
		F-6	1	Furnace	Trane	Furnace	XE-80	Above ceiling	16X20X2 (1)	1160			60	47	115	1	1/3
		F-7	1	Furnace	Trane	Furnace	XE-80	Above ceiling	16X20X1 (1)	1160			60	47	115	1	1/3
		F-9	1	Furnace	Trane	Furnace	TUD080C948			1319			80	64	115	1	1/3
		F-10	1	Furnace	Trane	Furnace	TUD060C936			1160			60	47	115	1	
		EF-1	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-210			106					115	1	
		EF-2	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121					115	1	
		EF-3	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121					115	1	
		EF-4	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121					115	1	
		EF-5	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121					115	1	
		EF-6	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121					115	1	
		EF-7	1	Exhaust Fan	Greenheck	Exhaust Fan	SP-216			121					115	1	
		EWC-1	1	Electric Water Cooler	Haws	Water Cooler	HCF5	2nd Floor							115	1	

PUBLIC WORKS MAINTENANCE BLDG. - EQUIPMENT LIST																	
Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location KW	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		RH-1	6	Gas Radiant Heater	Wondair	Approx 40' Long		Ceiling									
		AC-1	7	Thru Wall A/C	Whirlpool			Ext Wa	Washable								
		EF-1	1	Inline Exh Fan	Air Performance			In Ceiling Over RR									
		EF-2	1	Ceiling Exh Fan				Locker / Shower									
		EWC-1	1	Electric Water Cooler				Hallway									
		HP-1	1	Pkg'd	Trane	2 Ton		Rooftop	20X20X1								
		RH-1	2	Gas Radiant Heater				Auto Shop									
		UH-1		Unit Heater	Reznor	Natural Gas	F200E	Auto Shop									
			1	HEAT PUMP	mitsubishi	MULTI ZONE	MXZ-8B48NA	OUTDOOR							208	1	
				UPSTAIRS CROSS UNIT			PLAA18BA4	DAYROOM	Washable								
				UPSTAIRS WALL UNIT			M52GE06NA	OFFICE	Washable								
				UPSTAIRS WALL UNIT			M52GE06NA	OFFICE	Washable								
				DOWNSTAIRS WALL UNIT			M52GE06NA	PURCHASING	Washable								
				DOWNSTAIRS WALL UNIT			M52GE-18NA	TRAFFIC SIGNAL	Washable								
				OUTDOOR UNIT	mitsubishi		PUYA24NHA4	TRUCK BAY	Washable						208		
				INDOOR UNIT	mitsubishi		PKAA24KA6	TRAFFIC SIGNAL	Washable								
				HEAT PUMP	TRANE SPLIT SYSTEM		6AM5B0C48M	INDOOR	(2)20X20X1						208	1	
				HEAT PUMP	TRANE SPLIT SYSTEM		4T2A3048B3000BB	OUTDOOR									
			1	30,000 BTV GAS UNIT HEATER	REZNOR			LAWN MOWER SHOP									
			1	THRU WALL EXHAUST FAN	COOK												
			1	THRU WALL EXHAUST FAN	COOK			VEHICLE REPAIR SHOP									
			1	THRU WALL PROP FAN EXHAUST				VEHICLE REPAIR SHOP									
			1	BIG ASS CEILING FAN				VEHICLE REPAIR SHOP									

WASTE WATER TREATMENT MAINTENANCE BLDG. - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		EWC-1	1	Elec Water Cooler	Elkay													
		EF-1	1	Centr Exh Fan				Rooftop	4L200 (1)									
		EF-2	1	Thru Wall Exh Fan														
		EF-3	2	Thru Wall Prop Exh Fan														
		HP-1	1		Trane		TWE036C 140B0	LOFT INSERT	20X20X1 (1)		3 TON					208	1	
		HP-2	1		Trane		TWE036C 140B0		20X20X1 (1)							208	1	
		CU-1	1		Trane		2TWB0036A10A									208	1	
		CU-2	1		Trane		2TWB0030A100A				2 1/2 TON					208	1	
		UH-1	1	Elec Unit Heater	Taskmaster													
		RH-1	6	Elec Radiant Heater				Svc Bay Ceiling										

WASTE WATER TREATMENT EFFLUENT PUMP STATION - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		EF-1	1	Exh Fan				Rooftop	4L250 (1)									
		EF-2	1	Exh Fan	Greenheck	Thru Wall			A23 (1)									
		UH-1	1	Elec Unit Heater				From Wet Well										



WASTE WATER TREATMENT SAND FILTER STRUCTURE - EQUIPMENT LIST																			
Inspection		Equipment Information								Specifications & Capacities									
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location KW	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical				
											Total	Sens	Input	Output	Volts	Phase	HP		
		EF-1	1	Exh Fan	Cook	Exhaust Fan	210 ACE	Rooftop									208		
		EF-2		Exh Fan	Cook	Exhaust Fan	210ACE-210C3B	Roof											
		AHU-1	1	Airhandler	USA Coil		FHO-630-FL	MECH RM	16X20X2 (1) 20X20X2 (2)								460	3	3/4.
		AHU492A	1	Airhandler	Trane		OBOUA	MECH RM	16X20X2(4)								460	3	2
			1	Airhandler	Parker		ModesR0200										208	1	

WASTE WATER TREATMENT LAB BLDG. - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		EWC-1	1	Elec Water Cooler														
		EF-1	1	Cntr Exh Fan				Rooftop										
		EF-2	1	Ceiling Exh Fan				Bathroom										
		FH-1	1	Fume Hood	Hamilton		Safe Air	Lab	20X20X1 (1)									
		CU-1	1	(HP-514)	Trane	X-B10	2TWB0024A1		20X20X1 (1)									
		CU-2	1	(Lab)	Trane	XE-1000	TWR060C100A		20X20X2 (1) 16X20X2 (1)						208			
		CU-3	2	(So Office/Break Room)	Trane		TWR018C100A		20X20X2(1)									
		CU-4	1	(HP-515)	Trane		2TWB0036A		20X20X2 (1)									
		FCU-1	1		Trane		2TWB0036A1000AA											

SOLID WASTE MAINTENANCE BLDG. - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		AC-1	1	Thru Wall A/C	LG				Washable									
		AC-2	2	Thru Wall A/C	Friedrich													
		EF-1	2	Ceiling Exh Fan				Bathroom										
			1	Elec Unit Heater				Shop										

CD CONSTRUCTION BLDG. - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		HP-1	1	Split Syst	Lennox		CB29M-31		16X20X2 (1)	1					208	1		
		CU-1	1		Lennox		HP-29-030-4P								208	1		
		EF-1	2	Ceiling Fan				Bathrooms										
		AC-1	1	Thru Wall AC	Kenmore				Washable									

SENIOR CENTER BUILDING - EQUIPMENT LIST																	
Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		HP-1	1	PCKG'D	Lennox		CHP16-511-1P	Rooftop	24X24X2 (1)								
		HP-2	1	PCKG'D	Lennox		CHP20-511-1P	Rooftop	24X24X2 (1)								
		EF-1	2	Ceiling Exh Fan				Bathrooms									
		EWC-1	1														

MUNICIPAL COURT BLDG. - EQUIPMENT LIST																	
Inspection		Equipment Information							Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		SF-1	1	FURNACE	LENNOX		G12Q3E0110	ZONE 1	16X25X1 (1)	1405			110,000	84,000	120	1	1/3
		CU-1	1	CONDENSER	LENNOX		HS14-413V	ZONE 1		2800					208	3	1/10
			1	EVAPORATOR	LENNOX		C14-41-1FF	ZONE 1		1400	27.8						
		SF-2	1	FURNACE	LENNOX		G16Q5-100	ZONE 2	16X25X1 (1)	2450			100,000	80,000	120	1	3/4
		CU-2	1	CONDENSER	LENNOX		HS14-513V	ZONE 2							208	3	1/6
			1	EVAPORATOR	LENNOX		C14-65-1FF	ZONE 2		2400	39.6						
		SF-3	1	FURNACE	LENNOX		G14Q4-6D	ZONE 3	16X25X1 (1)	1517			60,000	55,000	120	1	1/2
		CU-3	1	CONDENSER	LENNOX		HS14-413V	ZONE 3							208	3	1/10
			1	EVAPORATOR	LENNOX		C14-41-1FF	ZONE 3		1500	28.1						
		G14Q46020	1	FURNACE	LENNOX			ZONE 5	16X25X1 (1)	2235			125,000	95,000	120	1	3/4
		CU-4	1	CONDENSER	LENNOX		HS14-413V	ZONE 4							208	3	1/16
			1	EVAPORATOR	LENNOX		C14-41-1FF	ZONE 4		2200	38.3						
		SF-5	1	FURNACE	LENNOX		G16Q4/SX-125	ZONE 5	16X25X1 (1)	2235			125,000	95,000	120	1	3/4
		CU-5	1	CONDENSER	LENNOX		HS14-513V	ZONE 5							208	3	1/16
			1	EVAPORATOR	LENNOX		C14-85	ZONE 5		2200	38.3						
		G51MP50C110Q7	1	FURNACE	LENNOX			ZONE 6	16X25X1 (1)	2070			80,000	74,000	120	1	3/4
		CU-6	1	CONDENSER	LENNOX		HS14-513V	ZONE 6							208	3	1/6
			1	EVAPORATOR	LENNOX		C14-65	ZONE 6		2000	38.3						
		UH-1	1	UNIT HEATER	LENNOX		LF3E-110	INSPECTION		1250			110	86	120	1	1/15
		EF-1	1	EXHAUST FAN	GREENHECK		G-120-B	RESTROOMS		875					120	1	1/16
		EF-2	1	EXHAUST FAN	GREENHECK		G-85-G	KITCHEN		400					120	1	1/20
		EF-3	1	EXHAUST FAN	GREENHECK	ABANDONED		CONF ROOM									
		MCU-1	1	UNIT	LEIBERT	EVAPORATOR	DATA MATE	INDOOR		2600	56.5	51.9			208	3	1
			1	UNIT	LEIBERT	CONDENSER		OUTDOOR	Washable	5050					208	3	1/3
		EWC-1	1	COOLER													

CITY HALL - EQUIPMENT LIST																	
Inspection		Equipment Information							Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		RTU-1	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCG 030 A1L	ROOFTOP	10X20X2(1)	990	28.0	20.2	40,000 BTU	31,000 BTU	208	1	1/3
		RTU-2	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCD 048 A3LO	ROOFTOP	20X25X2 (2)	1700	50.9	36.0	90,000 BTU	71,000 BTU	208	3	1/2
		RTU-3	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCG 024 A1L	ROOFTOP	20X25X1 (1)	800	23	17.5	40,000 BTU	31,000 BTU	208	3	1/5
		RTU-4	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCD 036 A3LO	ROOFTOP	20X25X2 (2)	1500	39.8	28.1	90,000 BTU	71,000 BTU	208	3	2/5
		RTU-5	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCD 036 A3LO	ROOFTOP	20X25X2 (2)	1225	39.8	28.1	80,000 BTU	63,000 BTU	208	3	1/3
		RTU-6	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCD 048 A3LO	ROOFTOP	20X25X2 (2)	1375	50.9	36	90,000 BTU	71,000 BTU	208	3	1/2
		RTU-7	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCD 048 A3LO	ROOFTOP	20X25X2 (2)	1725	50.9	36	90,000 BTU	71,000 BTU	208	3	1/2
		RTU-8	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCD 060 A3LO	ROOFTOP	20X25X2 (2)	2150	65.2	46.1	90,000 BTU	71,000 BTU	208	3	0.6
		RTU-9	1	ROOFTOP PACKAGE	TRANE	GAS/ELECTRIC	YCD 060 A3LO	ROOFTOP	10X20X1(3)	2150	65.2	46.1	90,000 BTU	71,000 BTU	208	3	0.6
		AC-2	1	DUCTLESS AC UNIT	mitsubishi	DUCTLESS AC UNIT	PKAA36KA6	SERVER ROOM	Washable								
		CU-2	1	CONDENSING UNIT	mitsubishi	CONDENSING UNIT	PUYA36NHAA	OUTDOORS									
		UH-1	1	UNIT HEATER	REZNOR	GAS	F 25	INDOOR					25,000 BTU				
		BBH-1	1	BASEBOARD HEATER	CHROMALOX	ELECTRIC / 30"	QMKC	INDOOR						282 W			
		CUH-1	1	CABINET UNIT HEATER	QMARK	T-STAT	CUB-RFF-1211-W	ENTRANCE						2 KW			
		EF-1	3	EXHAUST FAN / INLINE	PENN ZEPHYR	WATTS IN	Z10 TDA	INDOOR		300							
		EF-2	1	EXHAUST FAN / INLINE	PENN DOMEX	CENTRIFUGAL	AT24	ROOFTOP		950							1/8
				AIR HANDLER	CARRIER	FAN COIL	F84ANF024	ABOVE VAULT	14X24X2(1)								

PUBLIC SAFETY BUILDING - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description CFM	Model No	Location KW	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		AC-1		AIR CONDITIONER	CARRIER	HORIZONTAL NATURAL GAS	48DP020	ROOFTOP	(4)20X10X2 (4)16X20X2	6000	229.0			216	208	3	5.0	
		AC-2		AIR CONDITIONER	CARRIER	NATURAL GAS	48HH-007	ROOFTOP	(2) 16X25X2	2700	79.2			92.4	208	3	1.5	
		AC-3		AIR CONDITIONER	CARRIER	NATURAL GAS	48KLA-118	ROOFTOP	(2) 12X20X1	555	17.8			32	208	1	1.2 FLA	
		AC-4		AIR CONDITIONER	CARRIER	NATURAL GAS	48HH-007	ROOFTOP	(2) 16X25X2	2400	79.2			92.4	208	3	1.5	
		OU-1		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38BQ008	OUTDOOR			91			55	208	3	3.6 FLA	
		OU-2		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38BQ008	OUTDOOR			91			55	208	3	3.6 FLA	
		OU-3		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38QH042	OUTDOOR			42			28.7	208	3	0.9 FLA	
		OU-4		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38BQ008	OUTDOOR			91			55	208	3	3.6 FLA	
		OU-5		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38QH030	OUTDOOR			29.2			18.3	208	3	0.9 FLA	
		OU-6		SPLIT HEAT PUMP	CARRIER	OUTDOOR UNIT	38QH048	OUTDOOR			47			31.3	208	3	1.9 FLA	
		OU-7		SPLIT HEAT PUMP	CARRIER	CONDENSING UNIT	38YCC030500	ROOFTOP										
		C-1		COOLING COIL														
		IU-1		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40BA009	MOUNTED	(2) 20X25X2	2500				66.8 ELECT	208	1/3	1.0	
		IU-2		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40BA009	MOUNTED	(2) 20X24X2	2500				66.8 ELECT	208	1/3	1.0	
		IU-3		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40QH048	MOUNTED	(1) 20X25X2	1700				ELECT	208	1/3	4.8 FLA	
		IU-4		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40BA009	MOUNTED	(2) 20X25X1	2500				66.8 ELECT	208	1/3	1.0	
		IU-5		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40AQ030	MOUNTED	(1) 16X02X1	950				ELECT	208	1	3.6 FLA	
		IU-6		SPLIT HEAT PUMP	CARRIER	INDOOR UNIT	40QH048	MOUNTED	(1) 20X20X2	1700				ELECT	208	1/3	4.8 FLA	
		EF-1		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	121NBCR	MOUNTED		580				115	1	1/6		
		EF-2		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	123NBCR	MOUNTED		1240				115	1	1/3		
		EF-3		FAN	BROAN	HOOD	42000	MOUNTED		190				115	1			
		EF-4		EXHAUST FAN	JENN-AIR	VERTICAL	400J-VER	MOUNTED		232				115	1	2.3 FLA		
		EF-5		EXHAUST FAN	JENN-AIR	VERTICAL	300J-VER	MOUNTED		200				115	1	1.3 FLA		
		EF-6		EXHAUST FAN	JENN-AIR	VERTICAL	500J-VER	MOUNTED		360				115	1	3.3 FLA		
		EF-7		EXHAUST FAN	JENN-AIR	VERTICAL	500J-VER	MOUNTED		410				115	1	3.3 FLA		
		EF-8		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	121NBCR	MOUNTED		420				115	1	1/6		
		EF-9		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	122NBCR	MOUNTED		1000				115	1	1/4		
		EF-10		EXHAUST FAN	JENN-AIR	VERTICAL	100J-VER	MOUNTED		90				115	1	0.7 FLA		
		EF-11		FAN	BROAN	HOOD	42000	MOUNTED		190				115	1			
		EF-12		EXHAUST FAN	JENN-AIR	VERTICAL	400J-VER	MOUNTED		232				115	1	2.3 FLA		
		EF-13		EXHAUST FAN	JENN-AIR	HORIZONTAL	100J-HOR	MOUNTED		109				115	1	0.7 FLA		
		EF-14		EXHAUST FAN	JENN-AIR	VERTICAL	300J-VER	MOUNTED		200				115	1	1.3 FLA		
		EF-15		EXHAUST FAN	JENN-AIR	VERTICAL	100J-VER	MOUNTED		90				115	1	0.7 FLA		
		E-16		EXHAUST FAN	JENN-AIR	VERTICAL	100J-VER	MOUNTED		90				115	1	0.7 FLA		
		EF-17		EXHAUST FAN	JENN-AIR	W/WALL CAP	400J-VER	MOUNTED		232				115	1	2.3 FLA		
		EF-18		EXHAUST FAN	JENN-AIR	W/WALL CAP	500J-VER	MOUNTED		360				115	1	3.3 FLA		
		EF-19		EXHAUST FAN	JENN-AIR	VERTICAL	400J-VER	MOUNTED		232				115	1	2.3 FLA		
		EF-20		FAN	BROAN	HOOD	4200	MOUNTED		190				115	1			
		EF-21		EXHAUST FAN	JENN-AIR	CENTRIFUGAL	141-CW	MOUNTED		2510				115	1	1/2		
		SF-1		SUPPLY FAN	JENN-AIR	AXIAL	120ARS	MOUNTED		700				115	1	1/4		
		UH-1		UNIT HEATER	REZNOR	NATURAL GAS	XL-105	INDOOR		1195			105	81.9	115	1	1/20	
				VVT	CARRIER	CONTROL SYSTEM												



POLICE EVIDENCE BUILDING - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		EF-1	2	EXHAUST FAN		EXHAUST FAN		BATHROOM										
		UH-1	1	HEATER	Q-MARK			HIGH WALL										

PARKS ADMINISTRATION OFFICE - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		AHU-1	1		RHEEM	GAS	RKKA-AO48JK1OE		16X25X2 (2)									
		EF-1	1	FAN				BATHROOM										
		EF-2	1	EXHAUST FAN				BATHROOM										

PARKS MAINTENANCE BUILDING - EQUIPMENT LIST																	
Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		UH-1	1	HEATER	KING			HIGH WALL									
		EF-1	2	EXHAUST FAN				BATHROOMS									

PARKS BARN - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		UH-1	1	HEATER	CADET			HIGH WALL										
		EF-1	2	FAN				BATHROOM										
			2	WALL HEATERS		ELECTRIC		MAIN ROOM										

MUNICIPAL GOLF COURSE MAINTENANCE BUILDING - EQUIPMENT LIST																	
Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		UH-1	1	GAS UNIT HEATER	LENNOX		LF24200A	HIGH WALL									
		UH-2	1	ELECTRIC UNIT HEATER	AMERICAN STANDARD		TEV0256100A0	HIGH WALL	17X20X1 (1)								
		EF-1	1	PROP EXHAUST FAN		THRU WALL											
		EF-2	1	PROP EXHAUST FAN	Dayton	W/DAMPER											

MUNICIPAL GOLF COURSE PRO SHOP - EQUIPMENT LIST																	
Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		EF-1	1	CEILING FAN				BATHROOM									
		HP-1	1	PCKG'D	TRANE		YSC036A3RMA01-300A		20X25X2 (2)								

MUNICIPAL GOLF COURSE RESTAURANT - EQUIPMENT LIST																	
Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
		EF-1	2	FAN				BATHROOMS									
		EF-2	1	EXHAUST FAN	CAPTIVE-AIRE		NCA16FA	ROOFTOP									
		EF-3	1	HOOD EXH FAN	CAPTIVE-AIRE		3624VH1	KITCHEN									
		CH-1	1	CHILLER	KAIRAK INC.	FREEZER	RAE1-2E0										
		AHU-1	1		TRANE		YCH120C3MA0C		20X25X2 (2) 16X25X2 (2)							208	
		AHU-2	1		TRANE		00A		20X25X2(2)							208	
		VF-1	1	FAN UNIT	CAN-FAB		TR8 104-HPE										
		V-1	1	POWER	REZNOR		A2-G12	ROOFTOP									

STILLY WATER FILTRATION PLANT - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		EF-1	2	AXIAL INLINE EXH	GREENHECK				BX 63 (2)									
		EF-1	1	CEILING EXH FAN				BATHROOM	BX 64 (2)									
		UH-1	5	GAS UNIT HEATER	STERLING/REZNOT													
		UH-2	2	ELEC UNIT HEATER	TASKMASTER													
		AHU-1	1		TRANE		2TEC3F24A 1000AA											
		OU-1	1	XB13	TRANE		21WB3024A 1000AA		20X20X1 (1)									
			3	CABINET EXT FANS														
			1	ROOF TOP DOME FAN														



EDWARD SPRINGS - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
		EF-1	1	Exhaust Fan	Cook	Exhaust Fan	24AFBV-C											
		EF-1	1	Exhaust Fan	Cook	Exhaust Fan	100ACW-100W3B											
		UH-1	1	Heater		Heater	P3P55057											

DELTA BUILDING - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
			1	GAS ROOFTOP	LENNOX	PACKAGE			20X20X1							208		
			1	GAS ROOFTOP	LENNOX	UNITS			20X20X1									
			1	GAS ROOFTOP	LENNOX	UNITS			20X20X1									
			1	GAS ROOFTOP	LENNOX	UNITS			20X20X1									

SUNNYSIDE TREATMENT PLANT - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
			1	HEAT PUMP	TRANE	OUTDOOR UNIT	4TW4060A4000AA	CONFERENCE ROOM								460/3PH		HP-1
			1	HEAT PUMP	TRANE	INDOOR UNIT	GAM5B0C60M513AA		20X22X1							208/1		HP-1
			1	HEAT PUMP	TRANE	OUTDOOR UNIT	4TWA4026A4000AA	OFFICE								460/3		HP-2
			1	HEAT PUMP	TRANE	INDOOR UNIT	6AM5B0B36M31EAA	OFFICE	20X20X1(1)							208/1		HP-2
						INDOOR UNIT	25U2RKL B	ELECTRICAL ROOM	WASHABLE									
						OUTDOOR UNIT	AOU24RL B	ELECTRICAL ROOM								208/1		
		EF4		EXHAUST CABINET FAN				MAIN???										
				ELECTRIC UNIT HEATERS				MAIN???										
				ROOF MOUNTED EXHAUST FANS				ROOF										

NORTH ANNEX BUILDING - EQUIPMENT LIST																
Inspection		Equipment Information								Cooling Capacity MBH		Heating Capacity		Electrical		
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Total	Sens	Input	Output	Volts	Phase	HP
			1	GAS FURNACE	GOODMAN		GCH91155DXAE		20X75X4(1)			115,000		120	1	
			1	HEAT PUMP	GOODMAN		V52130481A?			4TON				208	1	

POLICE ANNEX BUILDING - EQUIPMENT LIST WELCO BUILDING																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
			1	ROOFTOP HEAT PUMP	RUUD	H/P PACKAGE	RJPLA060JKE00	ROOF	16X25X2(2)							208	1	STON H/P

WATER RESOURCES PORTABLE BUILDING - EQUIPMENT LIST NORTH MODULAR																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
			1	HEAT PUMP	BARD	WALL MOUNT	WHA85-A04XX4X		20X30X1(1)							208	1	

ROTARY RANCH BUILDING - EQUIPMENT LIST																	
Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP
			1		TRANE	HEAT PUMP			1625X2(4)						208	1	

OPERA HOUSE BUILDING - EQUIPMENT LIST																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
			1		KELVINATOR	GAS FURNACE	K66RC06002	UPSTAIRS								120	1	
			1		KELVINATOR		K66R060C12A	UPSTAIRS SOUTH	12X25X1									
			1		KELVINATOR		FG6TCO92C-UBA	UPSTAIRS	14X30X1									
			1		KELVINATOR		KG6RC080C168	UPSTAIRS	14X20X1									
			1		YORK	A/C UNIT	TMUN120D20MP11CA	MAIN FLR WEST	20X25X4(1)									
			1		YORK	A/C UNIT	TM9U120D20MP11CA	MAIN FLR EAST	20X25X4(1)									



WRECKING YARD BUILDING - EQUIPMENT LIST																	
Inspection		Equipment Information								Specifications & Capacities							
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical		
											Total	Sens	Input	Output	Volts	Phase	HP

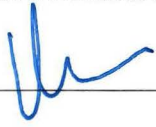
VACTOR/SEWER & STORM MAINTENANCE MODULAR 60 COLUMBIA NORTH MODULAR																		
Inspection		Equipment Information								Specifications & Capacities								
Initial	Date	Equip No	QTY	Equipment Type	Manufacturer	Description	Model No	Location	Filter	Airflow CFM	Cooling Capacity MBH		Heating Capacity		Electrical			
											Total	Sens	Input	Output	Volts	Phase	HP	
					BARD		T483-AQ4XA		(1)20X30X1							240V	1	

# *Index #5*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 25, 2019**

<b>AGENDA ITEM:</b>	
Authorizing the surplus of obsolete equipment	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Tonya Miranda, Administrative Services Manager	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
Resolution declaring certain items to be surplus	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40143410.542000	\$390.00
<b>SUMMARY:</b>	

The attached resolution contains a piece of equipment that is currently obsolete and was purchased with utility funds.

Because nuclear gauges contain licensed radioactive sources, they must not be discarded as ordinary trash, recycled as scrap metal, or abandoned. Nuclear gauges must be transferred to an organization that is licensed to receive and dispose of the radioactive sources in the gauge. The vendor, Qal-Tek, is qualified to dispose of nuclear gauges, and has provided a quote to accept the gauge for a charge of \$390.00 which includes shipping expenses, accompanying shipping paperwork and legal source transfer documentation.

**RECOMMENDED ACTION:**

City staff recommends that City Council authorize the Mayor to sign Resolution No. \_\_\_\_\_, declaring certain items of personal property to be surplus and authorizing the sale or disposal thereof.

CITY OF MARYSVILLE  
Marysville, Washington

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

A RESOLUTION OF THE CITY OF MARYSVILLE DECLARING  
CERTAIN ITEMS OF PERSONAL PROPERTY TO BE SURPLUS  
AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

WHEREAS, the following list of equipment has reached the end of its useful lifecycle.

WHEREAS, the following equipment contains licensed radioactive sources and must be transferred to an organization that is licensed to receive and dispose of the radioactive sources in the equipment.

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

The items of personal property listed below are hereby declared to be surplus and are of no further public use or necessity.

<u>Asset No.</u>	<u>Equipment</u>	<u>Serial No.</u>	<u>Quantity</u>
01946	1993 Troxler nuclear gauge	22243	1

The City is hereby authorized to sell or dispose of the above referenced items in a manner which, in the discretion of the Public Works Director, nets the greatest amount to the City.

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

CITY OF MARYSVILLE

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

ATTEST:

By \_\_\_\_\_  
Tina Brock, Deputy City Clerk

Approved as to Form:

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

# *Index #6*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 25, 2019**

<b>AGENDA ITEM:</b> Community Development Block Grant – Program Year 2019 Annual Action Plan	<b>AGENDA SECTION:</b> Public Hearing	
<b>PREPARED BY:</b> Amy Hess, Associate Planner	<b>APPROVED BY:</b>	
<b>ATTACHMENT:</b> 1. Citizen Advisory Committee AAP Recommendation 2. PY2019 Annual Action Plan Executive Summary		
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

**DESCRIPTION:**

On January 8, 2018, Marysville City Council affirmed the Citizen Advisory Committees (CAC) CDBG Program Year (PY) 2018-2019 funding allocations and directed staff to prepare a PY2018 Annual Action Plan (AAP).

Staff prepared a DRAFT PY2019 AAP that was made available for 30-day public review and comment from January 26, 2019 – March 1, 2019. Once comment was received from Homage Senior Services in support of the allocation of funds to the Meals on Wheels Program. The PY2019 AAP provides specific housing and community development actions in accordance with the adopted 2015-2019 Consolidated Plan. No changes in the approved funding were recommended by the CAC. At this time, the City of Marysville has not received its final funding allocation from the U.S. Department of Housing and Urban Development (HUD). The award amounts listed in Exhibit A are contingent upon the level of funding awarded to the City of Marysville and may be increased or decreased depending on the final CDBG allocation.

The CAC held a public meeting on January 30, 2019, in review of the Draft PY2019 AAP. On January 30, 2019 the CAC reviewed the Draft PY2019 AAP and made a recommendation to approve as presented. The full PY2019 AAP can be viewed [here](#).

<b>RECOMMENDED ACTION:</b> Approve the Program Year 2019 Annual Action Plan, as recommended by the Citizen Advisory Committee on January 30, 2019, provide a summary of, and response to any comments received during the public hearing into the Program Year 2019 Annual Action Plan, and direct staff to forward Program Year 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development.
<b>COUNCIL ACTION:</b>



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

## CDBG - PY2019 Funding Recommendation

The Citizen Advisory Committee (CAC) for Housing and Community Development, having held a public meeting, on January 30, 2019, in review of Program Year (PY) 2019 Community Development Block Grant (CDBG) Annual Action Plan (AAP), in accordance with the City of Marysville 2015 - 2019 Consolidated Plan that was approved by the U.S. Department of Housing and Urban Development (HUD), and having provided notice of 30-day public comment for the DRAFT PY2019 CDBG AAP on January 26, 2019, does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

### FINDINGS:

1. The CDBG program applications for PYs 2018 & 2019 were released on September 30, 2017 with a submittal deadline of November 27, 2017.
2. On December 14, 2017, the CAC recommended two (2) Capital Projects and four (4) Public Service organizations receive CDBG funding for PY2019.
3. On January 8, 2018 Marysville City Council affirmed the CAC recommendation and funding allocation for PY2018 and PY2019 and directed Staff to notify PY2018 and PY2019 subrecipients of the funding recommendation and prepare CDBG Annual Action Plans.
4. The DRAFT PY2019 CDBG AAP was made available for public review and comment from January 26, 2019 through March 1, 2019.
5. Once public comment was received in support of the funding allocation for Homage Senior Services Meals on Wheels Program. The CAC recommends Staff incorporate any additional comments received into the PY2019 AAP, as appropriate.
6. At this time the City of Marysville has not received its final funding allocation from the U.S. Department of Housing and Urban Development (HUD). The award amounts listed in Exhibit A are contingent upon the level of funding awarded to the City of Marysville and may be increased or decreased depending on the final CDBG allocation. Funding amounts shall be adjusted proportionately, if required.
7. The CAC held a public meeting on January 30, 2019 to review the PY2019 CDBG AAP and make a recommendation to City Council.

### CONCLUSIONS:

At the public meeting, held on January 30, 2019, the CAC recommended Marysville City Council approve the PY2019 CDBG AAP, as presented, adjust award amounts as needed based on actual allocation, and incorporate any comments received as appropriate.

### RECOMMENDATION:

Forwarded to the Marysville City Council as a Recommendation to approve the PY2019 CDBG AAP attached hereto, and authorize the Mayor to execute contracts for the amounts awarded this **25<sup>th</sup> day of February, 2019**.

By: \_\_\_\_\_

Daryn Bundy, CAC Chair



## EXHIBIT A

Organization	Activity	PY2019 CAC Recommendation
<b>CAPITAL PROJECTS (65% minimum)</b>		
City of Marysville Public Works	Alder Ave Sidewalk Improvement	\$128,000
Senior Services of Snohomish County	Minor Home Repair	\$90,000
<b>TOTAL (65.27%)</b>		<b>\$218,000</b>
Organization	Activity	PY2019 CAC Recommendation
<b>PUBLIC SERVICES \$50,000 (15% maximum)</b>		
Homage Senior Services	Meals on Wheels	\$12,000
Catholic Community Services	Volunteer Chore Services	\$6,801
Housing Hope	Beachwood Apartments	\$13,699
Marysville Community Food Bank	Food for Thought Backpack Program	\$17,500
<b>TOTAL (14.97%)</b>		<b>\$50,000</b>
Organization	Activity	PY2019 CAC Recommendation
<b>ADMINISTRATION (20% maximum)</b>		
City of Marysville	Planning and Administration	\$66,000
<b>TOTAL (19.76%)</b>		<b>\$66,000</b>
<b>TOTAL FUNDS ANTICIPATED</b>		<b>\$334,000</b>

# Program Year 2019 DRAFT Annual Action Plan

## Executive Summary

### City of Marysville

**Community Development Department**

80 Columbia Avenue  
Marysville, WA 98270  
360.363.8100  
marysvillewa.gov



## ***Executive Summary***

Each year of the Consolidated Plan, the City is required to develop an Annual Action Plan, which outlines the specific projects and funding allocations for the program year. Funded projects and activities are designed to support the strategies and objectives described in the Strategic Plan.

## ***Evaluation of past performance***

There has been great success in assisting underserved populations with household repairs and chores which enables them to retain their independence and remain in their homes. Over 100 individuals benefited from the CDBG funds allocated to the agencies which provide minor home repair and chore services to low-income seniors and disabled persons. The agencies are providing a much needed service and acting in a timely manner.

Another need that has been served by the allocation of CDBG funds has been assistance to homeless and at risk of homelessness individuals and families. For each of the Program Years that have been completed, 75 individuals (20 families) had access to transitional housing as well as supportive services to aid them in moving towards securing permanent housing.

The Marysville Food Bank Backpack program was very successful in providing nutritious meals to low income children throughout the City. With CDBG funds, the program was able to expand from only Elementary schools to all of the middle and high schools within the City, providing nearly 600 meals. Sixteen low-income senior and disabled adults were provided with nutritious meals at their homes, alleviating the stress and health issues associated with food insecurity.

The Alder Avenue Sidewalk improvement project will improve the safety and livability of low-moderate income neighborhoods by addressing gaps in public infrastructure.

## ***Annual Action Plan Activities***

The biennial grant application release was completed in September of 2017. On December 14, 2017, the CAC held a public meeting allowing each applicant to present their proposed projects, to evaluate each application in accordance with the scoring criteria outlined in the capital project and public service applications, and make a funding recommendation to City Council for both the 2018 and 2019 Program Years. On January 8, 2018, Marysville City Council affirmed the Citizen Advisory Committees funding recommendation for PY 2018 and 2019.

The following activities were awarded PY2019 funds and are included in the 2019 Annual Action Plan (AAP):

Organization	Activity	PY2019 CAC Recommendation
<b>CAPITAL PROJECTS (65% minimum)</b>		
City of Marysville Public Works	Alder Ave Sidewalk Improvement	\$128,000
Senior Services of Snohomish County	Minor Home Repair	\$90,000
<b>TOTAL (65.27%)</b>		<b>\$218,000</b>

Organization	Activity	PY2019 CAC Recommendation
<b>PUBLIC SERVICES \$50,000 (15% maximum)</b>		
Homage Senior Services	Meals on Wheels	\$12,000
Catholic Community Services	Volunteer Chore Services	\$6,801
Housing Hope	Beachwood Apartments	\$13,699
Marysville Community Food Bank	Food for Thought Backpack Program	\$17,500
<b>TOTAL (14.97%)</b>		<b>\$50,000</b>

Organization	Activity	PY2019 CAC Recommendation
<b>ADMINISTRATION (20% maximum)</b>		
City of Marysville	Planning and Administration	\$66,000
<b>TOTAL (19.76%)</b>		<b>\$66,000</b>
<b>TOTAL FUNDS ANTICIPATED</b>		<b>\$334,000</b>

### ***2015-2019 Strategic Plan***

The five-year strategies and objectives set forth in this Consolidated Plan to help address local priority housing and community development needs are outlined below. The activities allocated PY2019 funds support these strategies and objectives.

<b>Affordable Housing</b>	
Housing Strategy 1 (AHS-1)	Enable homeowners to remain in their homes, primarily benefiting seniors, persons with disabilities, and very low-income persons
Housing Objective 1 (AHO-1)	Provide assistance for improving the safety and accessibility of housing units that benefit seniors and persons with physical or developmental disabilities
Housing Objective 2 (AHO-2)	Assist very low-, low-, and moderate-income homeowners improve the safety of their homes, with priority given to very low-income households
Housing Strategy 2 (AHS-2)	Preserve and increase the affordable housing stock
<b>Homeless</b>	
Homeless Strategy 1 (HMS-1)	Work to reduce and end homelessness
Homeless Objective 1 (HMO-1)	Assist persons at risk of becoming homeless by providing support for homeless prevention programs
Homeless Objective 2 (HMO-2)	Assist homeless persons in the transition to self-sufficiency by supporting transitional, permanent supportive, and permanent affordable housing and related services, giving priority to families
Homeless Objective 3 (HMO-3)	Support emergency shelters meeting the needs of homeless Marysville families or runaway youth
<b>Non-homeless Special Needs</b>	
Special Needs Strategy 1 (SNS-1)	Support an environment that allows special needs populations to safely live with dignity and independence
Special Needs Objective 1 (SNO-1)	Provide support for housing and social services programs that enable special needs populations to safely live with dignity and independence
<b>Community Development</b>	
Community Development Strategy 1 (CDS-1)	Promote a suitable living environment, dignity, self-sufficiency, and economic advancement for low- and moderate-income persons
Community Development Strategy 2 (CDS-2)	Promote living wage job creation and retention that benefits low- and moderate-income individuals
Public Facilities Objective 1 (PFO-1)	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in public facilities
Public Facilities Objective 2 (PFO-2)	Eliminate blighting influences and the deterioration of property and facilities in low- and moderate-income areas by providing funds for rehabilitation
Public Facilities Objective 3 (PFO-3)	Increase access to quality public and private facilities in low- and moderate-income areas by providing funds for rehabilitation
Infrastructure Objective 1	Improve the safety and livability of low- and moderate-income

(INO-1)	neighborhoods by addressing service gaps in infrastructure
Public Services Objective 1 (PSO-1)	Invest in public services concerned with employment, particularly of low- and moderate-income individuals
Public Services Objective 2 (PSO-2)	Support programs that provide homeless, special needs, and low-income populations with basic needs and access to essential services, such as transportation, health care, childcare, case management, and legal assistance
Economic Development Objective 1 (EDO-1)	Provide support for the establishment, stabilization, and expansion of small businesses (including micro-businesses) that benefit low- and moderate-income individuals

As the City pursues these strategies and objectives over the next year, the affordability of decent rental and owned housing units for Marysville’s low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs, should increase. Continued support for public services should aid in the availability, accessibility, and sustainability of a suitable living environment for low- and moderate-income residents. Additional public facility and infrastructure improvements will add to the availability, accessibility and sustainability of a suitable living environment for low-and moderate income residents.

# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 3/25/19**

<b>AGENDA ITEM:</b>	
Snohomish County Human Services Grant	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Joanna Martin	
<b>DEPARTMENT:</b>	
Parks, Culture and Recreation	
<b>ATTACHMENTS:</b>	
Snohomish County Human Services Contract	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
00110337 370700	\$15,000.00
<p><b>SUMMARY:</b> The Parks, Culture and Recreation Department has been awarded a renewal grant-in-aid agreement through the Snohomish County Human Services Department to offset personnel costs and benefits for senior programs. The total grant of \$15,000 will cover part of the salary of the Program Specialist assigned to the Ken Baxter Community Center.</p> <p>The Parks, Culture and Recreation Department will generate all reporting documents required by Snohomish County for this grant.</p>	

**RECOMMENDED ACTION:**

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



**Snohomish County Human Services**  
3000 Rockefeller Avenue, M/S 305 | Everett, WA 98201  
(425) 388-7200



<b>CONTRACT SPECIFICS</b>	<b>Contract Number:</b> <u>A-19-76-01-200</u> <b>Maximum Contract Amount:</b> <u>\$15,000.00</u> <b>Title of Project / Service:</b> <u>Senior Center Projects</u> <b>Start Date:</b> <u>01/01/2019</u> <b>End Date:</b> <u>12/31/2019</u> <b>Status Determination:</b> <u>Contractor</u>								
<b>CONTRACTING ORGANIZATION</b>	<b>Agency Name:</b> <u>City of Marysville / Ken Baxter Senior Community Center</u> <b>Address:</b> <u>6915 Armar Road</u> <b>City, State &amp; Zip:</b> <u>Marysville, WA 98270</u> <b>IRS Tax No. / EIN:</b> <u>91-6001459</u> <b>Contact Person:</b> <u>Joanna Martin</u> <b>Unique Entity Identifier:</b> <u>07658673</u> <b>Telephone:</b> <u>(360) 363-8450</u> <b>Email Address:</b> <u>martin@marysvillewa.gov</u>								
<b>FUNDING SPECIFICS</b>	<b>Funding Authority:</b> <u>2019 County Budget Ordinance: County General Revenue and 1/10th of 1% Sales Tax</u> <b>CFDA No. &amp; Title:</b> <u>N/A</u> <b>Funding Specifics:</b> <u>SCCO 18-085; RCW 82.14.460</u> <b>Federal Agency:</b> <u>N/A</u> <b>Federal Award ID No:</b> <u>N/A</u> <b>Federal Award Date:</b> <u>N/A</u>								
<b>COUNTY</b>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Program Division</th> <th style="text-align: left;">Contact Person</th> <th style="text-align: left;">Contact Email</th> <th style="text-align: left;">Contact Phone</th> </tr> </thead> <tbody> <tr> <td><u>Long Term Care and Aging</u></td> <td><u>Janet Gant</u></td> <td><u>janet.gant@co.snohomish.wa.us</u></td> <td><u>(425) 388-6381</u></td> </tr> </tbody> </table>	Program Division	Contact Person	Contact Email	Contact Phone	<u>Long Term Care and Aging</u>	<u>Janet Gant</u>	<u>janet.gant@co.snohomish.wa.us</u>	<u>(425) 388-6381</u>
Program Division	Contact Person	Contact Email	Contact Phone						
<u>Long Term Care and Aging</u>	<u>Janet Gant</u>	<u>janet.gant@co.snohomish.wa.us</u>	<u>(425) 388-6381</u>						

**Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:**

Basic Terms and Conditions HSD-2018- 103-200, maintained on file at the Human Services Department:

Business Associate Agreement BAA-2018- 103-200, maintained on file at the Human Services Department:

Specific Terms and Conditions      Attached as Exhibit A      Major Incident Policy Procedures      Attached as Exhibit I

Statement of Work/Project Description      Attached as Exhibit B      Senior Center Standards      Attached as Exhibit M

Approved Contract Budget      Attached as Exhibit C

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) Business Associate Agreement, (e) other attachments incorporated by reference, and (f) other documents incorporated by reference.

**THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.**

**FOR THE CONTRACTING ORGANIZATION:**

**FOR SNOHOMISH COUNTY:**

(Signature)

(Date)

Mary Jane Brell Vujovic, Director  
Department of Human Services

(Date)

(Title)

**EXHIBIT A**  
**SPECIFIC TERMS AND CONDITIONS**  
**SENIOR CENTER PROJECTS**

**I. DOCUMENTS INCORPORATED**

A. In performing the services under this Contract, the Agency shall comply with the following documents attached and referenced on the Contract Face Sheet:

1. Major Incident Reporting Policies and Procedures, Exhibit I; and
2. Senior Center Standards, Exhibit M, which present a mission statement consistent with the NCOA/NISC senior center definition and philosophy.

B. In performing the services under this Contract, the Agency shall comply with the following documents incorporated by reference and maintained on file at the Division of Long Term Care and Aging (LTCA).

1. All 2019 LTCA Program Instructions;
2. Multipurpose Senior Center Guidelines (hereinafter Guidelines), as now or hereafter amended, published by the Washington State Aging and Long-Term Support Administration; and
3. *Senior Center Standards and Self-Assessment Workbook: Guidelines for Practice*, 1990 Edition, The National Council on the Aging, Inc.

**II. REPORTING REQUIREMENTS**

The Agency shall submit required reports on a format supplied or approved by LTCA. Overdue reports shall delay payment to the Agency until the next billing month.

<u>REPORT TITLES</u>	<u>DUE</u>
2019 Activities Report (electronic copy preferred)	January 30, 2020
Quarterly Report: Unduplicated Participants, Volunteer Hours, and Special Events	15th of the month following the reporting quarter.

2019 Opioid Education Project Questionnaire	January 30, 2020
Point in Time / Client Satisfaction Annual Survey and Report (electronic copy)	To be determined
2019 Opioid Education Plan (electronic copy preferred)	February 6, 2019
All regularly published and mailed Senior Center newsletters, brochures, and other documents that details programs / services.	When printed

**III. HOURS OF SERVICE**

The Agency will be open and provide services during its normal business hours of 10:00 AM to 3:00 PM Monday through Friday.

**IV. REIMBURSEMENT**

The request for reimbursement must be submitted on forms approved by LTCA. The monthly billing shall be based on allowable expenses and be accompanied by monthly expenditure reports showing line-item expenditures corresponding to the Approved Budget or amended Approved Budget Exhibit C.

**V. TRAINING REQUIREMENTS**

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

**VI. EMERGENCY PROCEDURES**

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

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

1. When services are delivered at the Agency's workplace, the plan will include: contact information for high-risk clients; a list of emergency services; and stores of emergency provisions.
2. When services are delivered "offsite", the plan will include contact information for high-risk clients.

## **VII. CLIENT GRIEVANCE PROCEDURE**

Written information regarding the Client Grievance Procedure shall be posted in a place readily visible to clients.

## **VIII. INTERAGENCY COORDINATION**

The Agency shall identify agencies with whom they have regular relationships and whose activities bear a substantial impact upon the delivery of services under this Contract. The Agency shall negotiate and execute Working Agreements with these agencies to assure coordinated services and appropriate referral procedures.

## **IX. STAFF REQUIREMENTS**

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

- A. Administration and staff supervision;
- B. Accounting;
- C. Clerical services; and
- D. Custodial services.

## **X. NON DISCRIMINATION**

In addition to the provisions contained in the Basic Terms and Conditions Agreement (referenced on the Contract face page) between the Agency and Snohomish County, the following terms apply:

The Agency and any subcontracting party shall comply with the Washington State Regulations for Barrier-Free Facilities, WAC 51-50-005, as amended. The

Agency and subagencies shall provide barrier-free access to and egress procedures from facilities, meeting places, and structures that will enable the use of all program services for the disabled community.

**EXHIBIT B**

**STATEMENT OF WORK**

**SENIOR CENTER PROJECTS**

**I. SERVICE DEFINITION**

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

**II. MINIMUM SERVICE REQUIREMENTS**

- A. The Agency shall promptly forward all required reporting forms completed in prescribed detail and submitted on the dates set forth by the County. Overdue reports may delay payment to the Agency until the next billing month.
- B. The Agency shall provide programs, services and activities to a minimum of two hundred fifty (250) unduplicated participants per year. Based on the recommendations provided by each Agency the Agency's service area is now identified by zip codes. The 2019 Program Instructions #2 describes, in detail, the Quarterly Report including the zip codes relevant to the Agency.
- C. The Agency's 2019 Activity Report is described, in detail, in the 2019 Program Instructions #3.
1. The Agency must provide four (4) ongoing programs / services / activities in at least three (3) Categories.
  2. Of the nine (9) distinct Categories described in the Activity Report, seven (7) specifically address the delivery of programs, services and activities provided at, or hosted by, the Agency's facility. The seven (7) Categories (letters a. to g.) include:
    - a. Physical Needs;
    - b. Cognitive / Intellectual Needs (Opioid Presentation: Educational / Classes;
    - c. Economic Needs;

- d. Personal Growth / Support Groups;
  - e. Cultural Needs;
  - f. Leadership / Leadership Potential; and
  - g. Intergenerational.
3. Categories h. (Cooperative / Collaborative Relationships with Other Organizations) and i. (Special Large Events) specifically describe two (2) additional aspects of the Agency's value to the community.
4. The Agency shall include responses to Categories h. and i. in the Activities Report.
- D. The Agency shall submit Quarterly Reports that collect both accurate and verifiable unduplicated participant data and the total volunteer hours for the quarter. To be counted as a participant, a person must be a Snohomish County resident, age 55 or older, who has signed in and participated in an Agency-sponsored face-to-face activity and for whom the Agency has a name, date of birth and address. The Quarterly Report also collects details about special events.
- E. The Agency shall fulfill the following 1/10<sup>th</sup> of 1% Chemical Dependency and Mental Health Sales Tax Fund requirements.
- 1. Participate in the Senior Center 2019 Survey provided by LTCA staff. The one-day event solicits consumer information from all participants of the programs / activities that are provided at the Center's facility. The Agency collects and transfers the information to the spreadsheet provided by the County, and, then, submits the data electronically. The date for this activity is May 7, 2019.
  - 2. Following the 2019 Program Instructions # 4, Opioid Plan, provide:
    - a. A 2019 Opioid Project plan which must include:
      - 1) A description of how the two presentations of 2019 will be organized and delivered;
      - 2) A statement assuring that the Senior Center will inform LTCA the location, date and time of the event(s) at least two weeks in advance;

- 3) A description of how opioid-issue communications are shared with its members and community; and
  - 4) A description of the five (5) Senior Center activities selected by the Agency where Opioid Abuse Prevention Curriculum is provided.
- b. Two trainings around opioid education that includes the proper use, handling and disposal of prescription medications with a specific emphasis on opioids. Those trainings must adhere to the following guidance:
- 1) Training Objectives: the training should, at a minimum, focus on meeting the following objectives. Participants should:
    - a) Have a better understanding of what opiates are and how they work;
    - b) Be given information around opioid use, misuse and abuse;
    - c) Have a better understanding of opiate overdose and poisoning;
    - d) Become more aware of prevention resources in the community (such as medication storage, disposal of medication, and education);
    - e) Understand how to administer Narcan; and
    - f) Have a better understanding of preventing an overdose.
  - 2) The individual or group providing the training must use the Human Services Department Senior Center Opiate Training PowerPoint as guidance, and focus the training on meeting the objectives.
  - 3) The Agency must verify participant attendance using a sign-in sheet for any trainings provided.
  - 4) After each training, the Senior Center Opioid Education Survey must be offered to participants and collected upon completion. Completed surveys will be submitted to the County for analysis.
- c. Provide opioid abuse prevention curriculum in five (5) senior center activities.
- d. Complete the end-of-year Opioid Project Questionnaire.



- F. Organize and operate the Center in compliance with Snohomish County's senior center standards which are derived from the NISC Accreditation Standards and are included as Exhibit M attached to the Contract and incorporated therein by this reference (the "Snohomish County Senior Center Standards").
- G. The Agency shall work with the County to establish protocols for data entry, data transfer, and data sharing.
- H. The Agency shall send a representative to the Council on Aging Senior Center Committee.

### **III. MONITORING**

The Agency will cooperate with LTCA as LTCA conducts its assessment of Center operations against the Snohomish County Senior Center Standards and its performance audit(s) of the Agency.

**EXHIBIT C  
CONTRACT BUDGET - COST REIMBURSEMENT  
SENIOR CENTER PROJECTS**

**AGENCY NAME:** City of Marysville / Ken Baxter Senior Community Center

**CONTRACT PERIOD:** 1/1/2019 to 12/31/2019

**FUNDS AWARDED UNDER CONTRACT:**

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
County General Revenue	01/01/19 - 12/31/19	\$ 7,500		\$ 7,500
1/10th of 1% Sales Tax	01/01/19 - 12/31/19	\$ 7,500		7,500
				-
				-
				-
				-
<b>TOTAL FUNDS AWARDED:</b>		<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ 15,000</b>

**MATCHING RESOURCES:**

_____	_____
_____	_____
_____	_____
<b>TOTAL MATCHING RESOURCES:</b>	
	N/A

**MATCH REQUIREMENTS FOR CONTRACT:** % \_\_\_\_\_ AMOUNT: \_\_\_\_\_

**OTHER PROGRAM RESOURCES (Identify):**

SOURCE	FUNDING PERIOD	AMOUNT
<b>TOTAL OTHER RESOURCES:</b>		<b>\$ -</b>

EXPENDITURES

CATEGORY	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	TOTAL	MATCHING RESOURCES	OTHER RESOURCES
Salaries/Wages	\$7,500.00	\$7,500.00					\$ 15,000		
Benefits							-		
Supplies/Minor Equip.							-		
Prof. Services							-		
Postage							-		
Telephone							-		
Mileage/Fares							-		
Meals							-		
Lodging							-		
Advertising							-		
Leases/Rentals							-		
Insurance							-		
Utilities							-		
Repairs/Maint.							-		
Client Flex Funds							-		
Printing							-		
Dues/Subscrip.							-		
Regis./Tuition							-		
Machinery/Equip.							-		
Administration							-		
Indirect							-		
Miscellaneous							-		
							-		
Misc. Construction							-		
Acquisition							-		
Relocation							-		
							-		
<b>TOTAL</b>	<b>\$ 7,500</b>	<b>\$ 7,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ -</b>

**EXPENDITURE NARRATIVE**

<b>AMOUNT</b>	<b>CATEGORY</b>	<b>NARRATIVE</b> (provide justification describing each category supported with funds awarded under this contract)
\$ 15,000	Salaries/Wages	Salary for part-time Center staff person
\$ 15,000	TOTAL	

## DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
Program Assistant	County General Revenue & 1/10th of 1% Sales Tax	100.00%	\$1,250	\$1,250	12.00	\$15,000
					TOTAL:	\$15,000

NOTE: Above figures may reflect rounding

**EXHIBIT I**

**MAJOR INCIDENT REPORTING POLICIES AND PROCEDURES**

**SENIOR CENTER PROJECTS**

**I. POLICY**

- A. The Agency must report suspected abuse, abandonment, neglect, self-neglect, exploitation and financial exploitation of vulnerable adults or children immediately to DSHS Adult Protective Services (APS) at 866-221-4909 or Child Protective Services (CPS) at 866-363-4276 per RCW 74.34 and RCW 26.44.

If the person you suspect is being abused or neglected is living in a nursing home, assisted living facility, or adult family home, call the DSHS Complaint Resolution Unit Hotline at 800-562-6078.

- B. The Agency must report major incidents as outlined below to the County, in addition to any other mandated reporting authorities, within one business day from when the Agency becomes aware of the incident. When personal safety is at stake, reporting should occur as soon as the safety of all persons is assured and all necessary emergency measures have been taken. This refers specifically to County contracted services.
1. Death, disappearance, or significant injury requiring hospital admission of a client when suspicious or unusual;
  2. Major disruption of a County contracted service;
  3. Any event involving known media interest or litigation;
  4. Any violent act to include rape or sexual assault, as defined in RCW 71.05.020 and RCW 9.94A.030, or any homicide or attempted homicide committed by a client or Agency staff;
  5. Confidential data loss that would potentially compromise the security or privacy of confidential information held by the County or the Agency;
  6. Any breach or loss of client data in accordance with HIPAA regulations; and
  7. Credible allegations of fraud committed against the Agency by staff or volunteers.

- C. If the County becomes aware of major incidents as described in Section I. B., which may not be known by the Agency, the County will report the incident to the Agency's management within one business day of when the County becomes aware of the incident.
- D. Each Agency must distribute the Major Incident Reporting Policies and Procedures to all of its employees.

## II. PROCEDURES

- A. Agencies will establish a written policy on procedures to follow in reporting major incidents to the County, with clearly delineated chain of command.
- B. Major incidents as described in Section I.B. must be reported by phone or email to the LTCA supervisor or County division manager. The report must include the following:
  - 1. A description of the issue;
  - 2. Relevant background;
  - 3. Agency actions or recommendations; and
  - 4. Follow up if needed to close out the issue.

**EXHIBIT M**  
**SNOHOMISH COUNTY**  
**SENIOR CENTER STANDARDS**

**I. PURPOSE**

- A. Presents a mission statement consistent with the NCOA/NISC senior center definition and philosophy.
- B. Uses a written planning document.

**II. COMMUNITY**

- A. Collaborates with at least two (2) community resources to offer senior services.
- B. Provides information and referral at the senior center.

**III. GOVERNANCE**

Written documents must define and establish at least eight (8) items as described in IV.B.

**IV. GOVERNING STRUCTURE**

- A. A senior center's governing structure shall be organized to operate efficiently and effectively.
- B. The governing structure shall have written documents that define and establish procedures for the following (must have at least 8):
  - 1. Qualifications for membership in the governing structure;
  - 2. Election and tenure of office;
  - 3. Specification of officers' duties;
  - 4. Regular and special meetings;
  - 5. Committees;
  - 6. Parliamentary procedures for the conduct of meetings;
  - 7. Quorums;



8. Recording of minutes;
9. Amending of written documents;
10. Securing of funds; and/or
11. Dissolution of the organization (if ever needed, it will be there).

C. The governing structure shall perform or delegate the following responsibilities:

1. Hold regular meetings and make minutes available to interested individuals;
2. Formulate, and regularly review, senior center mission, goals, and objectives;
3. Establish policies and procedures and maintain standards of operation;
4. Regularly evaluate senior center's activities and services;
5. Adopt and implement an annual budget, receive financial reports, make contracts, and arrange for an annual independent audit (if over \$500,000 annual budget);
6. Employ a chief administrative person and delegate authority to that person for management of daily affairs in accordance with center policies and procedures;
7. Secure physical facilities;
8. Coordinate senior center's program with other agencies to ensure provision of adequate services for older adults in the community;
9. Plan and carry out public information activities; and
10. Consider establishing a participant organization, and, if possible, arrange for its representation on the governing structure.

D. Committees have clearly defined responsibilities. They consist of designated members who regularly meet, document minutes, and make them available to the governing structure and other members of the senior center.

## V. ADMINISTRATION AND HUMAN RESOURCES

- A. Does the director have the minimal skills, training, and experience required by the job description?
- B. Written personnel policies that have been distributed to all staff.

C. Written volunteer program policies.

## **VI. PROGRAM PLANNING**

A. Centers must provide a minimum of twelve (12) different services/programs. Services/programs must be provided in at least six (6) different categories. The categories are:

1. Social needs;
2. Intellectual needs;
3. Cultural needs;
4. Economic needs;
5. Physical needs;
6. Personal growth;
7. Leadership potential;
8. Self-image improvement;
9. Intergenerational; and
10. Cooperative with other agencies.

B. The same service/program cannot be used to cover two (2) different categories.

## **VII. EVALUATION**

A. Arrangements to evaluate and report on operations and programs on a regular basis.

B. Evaluations to seek outcome-based measurements.

## **VIII. FISCAL MANAGEMENT**

A. Preparation and publishing of an annual budget document.

B. The center's budget, accounting, and financial reporting practices conform to an appropriate and accepted accounting standard.

C. Liability insurance coverage for assets, staff, participants, volunteers, and governing structure.

**IX. RECORDS AND REPORTS**

- A. Standardized participant records.
- B. Program records and reports on services and activities.
- C. Confidentiality policy limiting access to certain records and files.

**X. FACILITY**

Senior center provides barrier-free access in accordance with applicable laws.

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 25, 2019**

<b>AGENDA ITEM:</b>	
Ordinance to repeal Section 3.103.160 of the Municipal Code to Enhance the Availability of Multiple Family Housing in the City’s Urban Center.	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Gloria Hirashima	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
Proposed Ordinance	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

As of January 1, 2018, applications for the multiple family property tax exemption may no longer be accepted. The Marysville Municipal Code provided for a process for obtaining an exemption for property taxes for multifamily housing in the City’s urban center. This area is described as the downtown master plan area and is located within the larger Downtown Neighborhood, Planning Area 1 as defined in the City of Marysville Comprehensive Plan. The area is bounded by 8th Street to the north, Ebey Slough to the south, Alder Avenue to the east, and I-5 to the west. The area is approximately 182 acres in size.

The proposed action is to remove section MMC 3.103.160 and allow for applications in the area described above to use the multiple family property tax exemption. The goal is to encourage the redevelopment of the urban center and to provide an incentive in this area to build housing to implement the city master plan for the area.

<b>RECOMMENDED ACTION:</b>
Approve the attached Ordinance to repeal Section 3.103.160 of the Municipal Code to Enhance the Availability of Multiple Family Housing in the City’s Urban Center.

CITY OF MARYSVILLE  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, REPEALING SECTION 3.103.160 OF THE MUNICIPAL CODE  
TO ENHANCE AVAILABILITY OF MULTIFAMILY HOUSING IN THE  
CITY’S URBAN CENTER.**

WHEREAS, chapter 3.103 of the municipal code provides a process for obtaining an exemption from ad valorem property taxes for multifamily housing in the City’s urban center; and

WHEREAS, section 3.103.160 prohibited applications for the tax exemption after January 1, 2018; and

WHEREAS, repealing this sunset provision will enhance the availability of affordable housing and benefit the public welfare.

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

SECTION 1. Repeal. Section 3.103.160 of the municipal code is repealed as set forth in Exhibit A.

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

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

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

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

CITY OF MARYSVILLE

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

Attest:

By \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

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

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

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

## EXHIBIT A

**~~3.103.160 Termination of provisions.~~**

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~~As of January 1, 2018, no applications shall be accepted for the tax exemption provided for under the provisions of this chapter. This chapter shall apply only to those properties whose owners have applications fully completed in accordance with this chapter on file before January 1, 2018~~



# *Index #9*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 25, 2018**

AGENDA ITEM: Resolve discrepancy between recorded city sewer easement and actual location of installed sewer line.	AGENDA SECTION: New Business	
PREPARED BY: Cheryl Dungan, Senior Planner	APPROVED BY:	
ATTACHMENTS: 1. Utility Easement/Easement Relinquishment		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

Attachment 1 resolves a discrepancy between existing City of Marysville sewer easements recorded under Snohomish County recording numbers 200012150261, 200012150261 and 200101100391 and the actual installed sewer line.

<p><b>RECOMMENDED ACTION:</b> City staff recommends the City Council approve and authorize the Mayor to sign the Sewer Utility Easement and Sewer Easement Relinquishment to resolve a discrepancy City of Marysville sewer easements record under Snohomish County recording numbers 200012150261, 200012150261 and 200101100391 and the actual installed sewer line.</p>
<p><b>COUNCIL ACTION:</b></p>

**Return Address:**  
**THE CITY OF MARYSVILLE**  
 1049 State Avenue  
 Marysville, WA 98270

<p><b>Document Title(s)</b> or transactions contained therein):</p> <p>1. Utility Easement / Easement Relinquishment</p>
<p><b>Reference Number(s) of Documents assigned or released:</b>          (on page ____ of document(s)) 200012150261, 200012150262, 200101100391</p>
<p><b>Grantor(s)</b> (First name, initials, last name, and title and/or entity name and incorporation type)</p> <p>1. Sunset Heights 2017, A Washington Limited Liability Company          2.          3.          4.</p>
<p><b>Grantee(s)</b> (Last name first, then first name and initials):</p> <p>1. CITY OF MARYSVILLE          2.          3.          4.</p>
<p><b>Legal Description</b> (abbreviated: i.e. lot, block, plat or section, township, range)</p> <p>Portion of Government Lots 2 and 7, Section 3, Township 29 N., Range 5 E., W.M.</p>
<p><b>Assessor Property Tax Parcel(s):</b> 29050300102300, 29050300102500, 29050300103300</p>

**SEWER UTILITY EASEMENT AND SEWER EASEMENT RELINQUISHMENT**

The purpose of this document is to resolve a discrepancy between existing City of Marysville sewer easements recorded under Snohomish County recording numbers 200012150261, 200012150262 and 200101100391 and the actual installed sewer line.

THIS INDENTURE, made this 14<sup>th</sup> day of March 2019, between **Sunset Heights 2017, A Washington Limited Liability Company**, hereinafter referred to a Grantor, the **CITY OF MARYSVILLE**, a Municipal Corporation of the State of Washington, hereinafter referred to as Grantee.

WHEREAS, Grantor is the owner of certain lands and premises situated In the County of Snohomish, State of Washington, described as follows:

**Portion of Government Lots 2 and 7, Section 3, Township 29 North, Range 5 East, W.M., more particularly as described in Exhibit "A" (Attached).**

Grantor hereby conveys and grants to the grantee, its successor's and assigns, and it's permittees and licensees, the perpetual right, privilege, and authority to construct, alter, improve, repair, operate, and maintain a sanitary sewer line, pipes and appurtenances, under, over and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to wit:

**See Exhibit "A" and "B" (Attached).**

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling, and operating said lines, and the right at any time to remove said lines and appurtenances from said lands.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement.

Grantee shall replace any fences, lawns, shrubbery, or land contours that are disturbed In connection with the exercise of the Grantee's rights hereunder in as good condition as the same were Immediately before the property was entered upon by the Grantee.

The rights, title, privileges, and authority hereby granted shall continue to be in force until such time the Grantee, its successors and assigns, shall permanently remove said lines and appurtenances from said lands, or shall otherwise permanently abandon said lines, at which time all such rights, title, privileges, and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances, except as above indicated, and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.


Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respect said mortgage shall remain unimpaired.

**UPON RECORDING OF THIS DOCUMENT, THE SANITARY SEWER EASEMENTS RECORDED UNDER SNOHOMISH COUNTY RECORDING NUMBERS 200012150261, 200012150262 AND 200101100391 SHALL BE RELINQUISHED.**

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

GRANTOR  
Sunset Heights 2017,  
A Washington Limited Liability Company

GRANTEE  
CITY OF MARYSVILLE

  
\_\_\_\_\_  
MANAGER

\_\_\_\_\_  
\_\_\_\_\_

REPRESENTATIVE NOTARY

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Robert Dabler is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledge it as the Manager of **Sunset Heights 2017, A Washington Limited Liability Company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 14<sup>th</sup> day of March, 2019.



Teresa L Gash  
Notary Public in and for the State of Washington  
Print Name: Teresa L Gash  
Residing at Snohomish  
My appointment expires: 10-20-2021

REPRESENTATIVE NOTARY

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of the **CITY OF MARYSVILLE** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Print Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT 'A'**  
**SANITARY SEWER EASEMENT**

**LEGAL DESCRIPTIONS OF PARCELS:**

**PARCEL A (Tax Parcel No. 29050300102300)**

Commencing at the southeast corner of Government Lot 2, Section 3, Township 29 North, Range 5 East, W.M.;  
 Thence north along the east line of Lot 2 for 202 feet to the True Point of Beginning; Thence north along the east line of Lot 2 for 230 feet; Thence west and parallel to the south line of Lot 2 to the west line of Lot 2;  
 Thence west and parallel to the south line of Government Lot 3 in said Section 3 to the meander line on the bank of Ebey Slough; Thence southeasterly following said meander line to a point 202 feet north of the south line of Lot 3; thence east to the Point of Beginning.

Situate in the County of Snohomish, State of Washington.

**PARCEL B (Tax Parcel No. 29050300102500)**

Beginning at the southeast corner of Government Lot 2, Section 3, Township 29 North, Range 5 East of the Willamette Meridian;  
 Thence north along the east line of Government Lot 2 a distance of 202 feet;  
 Thence west parallel to the south line of Government Lot 2 for 396 feet to the True Point of Beginning;  
 Thence continue west parallel to south line of Government Lot 2 to the west line of said Lot;  
 Thence continue west and parallel to the south line of Government Lot 3 in said section 3 to the meander line of the east bank of Ebey Slough;  
 Thence southerly along the said meander line to the south line of Government Lot 3;  
 Thence east along the south line of said Government Lot 3 and Government Lot 2 to a point 396 feet west of the east line of said Government Lot 2;  
 Thence north 202 feet to True Point of Beginning;

Situate in the County of Snohomish, State of Washington.

**PARCEL C (Tax Parcel No. 29050300103300)**

The north 144.1 feet of Government Lot 7, Section 3, Township 29 North, Range 5 East of the Willamette Meridian;  
 Except the east 396 feet thereof.

Situate in the County of Snohomish, State of Washington.

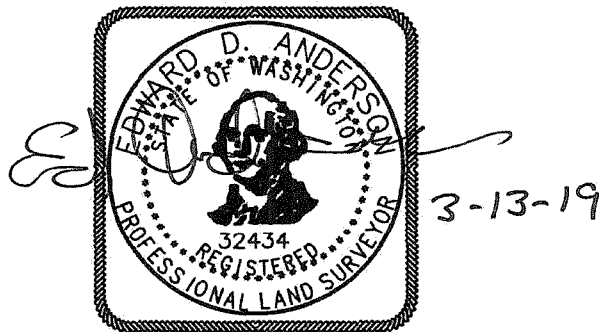
**EASEMENT DESCRIPTION:**

A strip of land 15.00 feet in width, lying 7.50 feet on each side of the following described centerline:

Commencing at a point on the north line of said Parcel A at the west line of said Government Lot 2,  
Thence along said north line, South 88°51'29" East, 282.56 feet to the True Point of Beginning;  
Thence South 01°02'47" West, 251.78 feet;  
Thence South 21°00'58" East, 350.18 feet to the south line of said Parcel C, distant 431.70 feet, South 88°51'29" East from the west line of said Government Lot 7 and the terminus of this easement centerline description.

The sidelines of this easement are to be extended or shortened to begin and end at the north line of said Parcel A and south line of said Parcel C.

Contains 9,030 Square Feet, more or less.

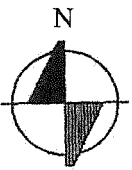
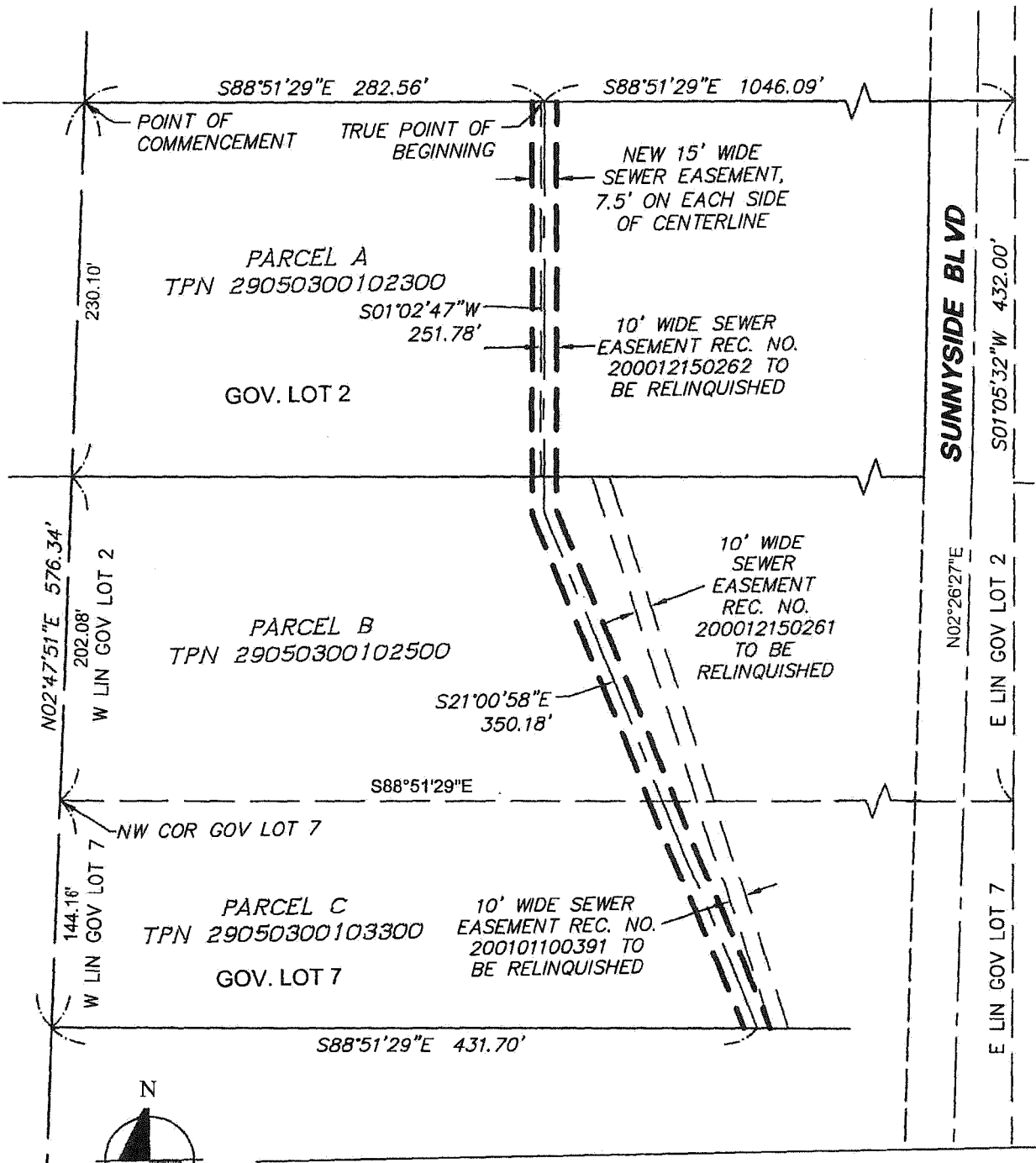




# SANITARY SEWER EASEMENT

## EXHIBIT 'B'

JOB # GAMU00000001  
JANUARY 11, 2019



SCALE: 1" = 100'



**DAVID EVANS AND ASSOCIATES INC.**  
 20300 Woodinville Snohomish Rd NE  
 Suite A - Woodinville, WA 98072  
 Phone: 425.415.2000

SV-ED-GAMU0001.dwg